



## **Conditions of Use & Airport charges**

**Effective 1<sup>st</sup> May 2009**

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Dundee Airport Limited (DAL), a wholly owned subsidiary of Highlands and Islands Airports Limited (HIAL), operates Dundee Airport.

HIAL was incorporated in Edinburgh on 4<sup>th</sup> March 1986 as a private limited company under the Companies Act 1985. On 1<sup>st</sup> April 1995, ownership of the company passed from the Civil Aviation Authority to the Secretary of State for Scotland (now the Scottish Ministers).

## Introduction

Please note that this introduction does not form part of the Conditions of Use.

Dundee Airport Limited (DAL), a wholly owned subsidiary of Highlands and Islands Airports Limited (HIAL), is responsible for the operation of Dundee Airport.

The Conditions of Use set out in this document apply to Dundee Airport. They replace any previous issues.

The Unfair Contract Terms Act 1977 affects terms of notices which exclude or restrict liability for negligence. DAL draws the attention of potential users of its airport to paragraph 1.2 of the Conditions of Use which excludes the company's liability in certain circumstances.

Section 88(1) of the Civil Aviation Act 1982 entitles airport companies to detain aircraft for the non-payment of airport charges. Section 88(1) provides as follows:

*Where default is made in the payment of airport charges incurred in respect of any aircraft at an aerodrome to which this section applies, the aerodrome authority may (subject to the provisions of this section):*

a) *detain pending payment either:*

(i) *the aircraft in respect of which charges were incurred whether or not they were incurred by the person who is the operator of the aircraft at the time when the detention begins; or*

(ii) (a) *any other aircraft of which the person in default is the operator at the time when the detention begins; and*

(b) *if the charges are not paid within 56 days of the date when the detention begins, sell the aircraft in order to satisfy the charges.*

Additional copies of this publication are available at [www.hial.co.uk](http://www.hial.co.uk) or at HIAL's registered office:

Highlands and Islands Airports Limited  
Head Office  
Inverness Airport  
Inverness  
IV2 7JB

Tel: 01667 462 445  
Fax: 01667 464 300

Any queries regarding payment of charges should be made to the Accounts department at the above address.

## Conditions of Use & Airport charges

The meaning and interpretation of terms used in the following Conditions of Use for Dundee Airport Limited (DAL) are set out in section 8.

### 1. General conditions

The use of Dundee Airport is subject to the following conditions.

#### 1.1.1

Compliance with the local flying restrictions and remarks published from time to time in the AGA section of the United Kingdom Aeronautical Information Publication (UK Air Pilot).

#### 1.1.2

Compliance with instructions, orders or directions published from time to time by DAL which may supplement, vary or discharge any of the terms and conditions of use set out herein.

#### 1.1.3

Compliance with the directives on security of airports and aircraft issued by the Department for Transport and where appropriate by the US Federal Aviation Administration.

#### 1.1.4

Details should be notified to the Airport Manager involved prior to the commencement of a programme of commercial services, or the operation of any irregular service at Dundee Airport.

### 1.2 Liability, loss and damage

Neither DAL, nor its respective servants or agents, shall be liable for the loss of or damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on Dundee Airport or is in the course of landing or taking-off at Dundee Airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of DAL or their servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result. In any event neither DAL nor their respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit) suffered by an operator.

#### 1.2.1 Force majeure

DAL shall have no liability to the operator under these Conditions of Use if it is prevented from or delayed in performing its obligations under these Conditions of Use or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of DAL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

#### 1.2.2 Aircraft accident / incident recovery orders

DAL will act in accordance with the requirements of:

- a) International Civil Aviation Organisation (ICAO), Annex 14 to the Convention.
- b) Statutory Instrument 1996 No. 2798 The Civil Aviation (Investigation of Air Accidents and Incidents) Regulations 1996 [www.opsi.gov.uk](http://www.opsi.gov.uk) and insert 1996 No 2798 under search.

The requirement for DAL to have procedures in place for the recovery of any disabled aircraft is set out in Annex 14 to the Convention on International Civil Aviation.

This plan can be found in the Airport Manual Part 1 annex I and at [www.hial.co.uk](http://www.hial.co.uk).

### **1.2.3 Aircraft owners and operators or their nominated agents responsibilities**

The airline/aircraft operator, or its nominated agent, is responsible for recovering and removing a disabled aircraft as quickly as possible after permission has been obtained from the AAIB. Airlines, General Aviation traffic, and based operators - including Flying Clubs - must have adequate arrangements in place to recover their aircraft in the event of an incident or accident. These arrangements must be notified formally to the Airport Management and/or the DAL Director of Safety and Operations. These arrangements must remain current and must be updated annually.

If an airline/aircraft operator, or its nominated agent, should refuse to remove a disabled aircraft or neglect to do so within a reasonable time, the DAL Director of Safety and Operations, or his representative, may instruct that removal operations commence under the authority of DAL. The airline/aircraft operator will be responsible for all costs associated with an aircraft recovery.

Handling Agents must ensure that aircraft recovery arrangements are in place for any airline which they handle and they - in association with the DAL Director of Safety and Operations, or his representative, - will be responsible for co-ordinating the recovery of an aircraft.

The airline/aircraft operator, or its nominated agent, is responsible for recovering and removing the aircraft/wreckage as quickly as possible after permission has been obtained from the AAIB.

The airline/aircraft operator, or its nominated agent, is responsible for the provision of:

- a) The necessary technical advice, including that of his insurer.
- b) Supervision for the recovery operation.
- c) Any equipment or materials which may be required.

DAL expects that an airline/aircraft operator or its nominated agent will, at all times, have available a responsible person - on station or available to be contacted immediately - to take decisions in respect of recovery operations and to act as the airline/aircraft operator, or nominated agent, representative. Unless otherwise advised, DAL will take this person to be the duty manager or senior station representative of the agency concerned.

The responsible person - as described above - will be responsible for such matters as:

- a) Health and Safety considerations in respect of staff and contractors involved in a recovery operation.
- b) Providing adequate Personal Protective Equipment to these staff and contractors.
- c) Conforming to all valid Aerodrome Notices as may be applicable to the recovery operation. In particular, those which relate to Security and Safety.

Further guidance can be found in the Airport Manual Part 1 annex I and at [www.hial.co.uk](http://www.hial.co.uk).

## **1.3 Payment terms**

All charges are payable prior to departure unless alternative arrangements have been agreed with the company. DAL welcomes payment using the major credit cards.

### **1.3.1**

If DAL agrees to a credit arrangement with the operator the operator shall pay within 14 days the appropriate airport charges, as set out in the Schedule of charges. The operator shall also pay for any supplies, services or facilities provided to the operator or to the aircraft at the airport by or on behalf of DAL, and the charges for such supplies, services or facilities shall (unless otherwise agreed before charges are incurred) be those as may from time to time be determined by DAL. All charges referred to in this paragraph shall accrue from day to day and, unless some other arrangement has been agreed in writing by or on behalf of DAL, shall be payable to DAL on demand and whether a demand has been made or not, before the aircraft departs from the airport.

### **1.3.2**

If payment of such charges is not made to the company within 14 days after a letter demanding payment thereof has been sent by post addressed to the registered owner at any place at which he carries on business, DAL shall be at liberty to invoke Section 88(1) of the Civil Aviation Act 1982 referred to in paragraph five of the Introduction.

### **1.3.3 Chargeable interest**

DAL shall be entitled to charge interest on any charges payable pursuant to the terms hereof which have not been paid in accordance with any written arrangements for payment made between DAL and the operator or, in the absence of such arrangements, within the time for payment of such charges stipulated on the invoice rendered by or on behalf of DAL for such charges. Interest will be calculated until the date of payment of the charges (both dates inclusive) at the base rate of Royal Bank of Scotland plc for the time being prevailing plus 3% and such interest shall be paid by the operator at the same time as the charges to which it relates.

### **1.3.4 Value added tax**

All charges stated herein are quoted exclusive of any Value added tax. Value added tax will be applied as appropriate at the ruling rate.

### **1.4 Policing**

Where any flight imposes an additional policing requirement over and above the services normally provided by the airport, the Managing Director may require the operator to pay a charge equivalent to the additional identified cost of policing that flight.

### **1.5 Provision of security for payment**

For scheduled services and any programmed charter service, DAL may require security to be provided for the payment of airport charges estimated to be payable for a period of up to one month in respect of such services prior to such services commencing.

### **1.6 Queries**

Any queries regarding payment of these charges should be made in the first instance to the Accounts department of HIAL whose contact details are in the Introduction.

### **1.7 Reference data**

The operator or its appointed handling agent shall also furnish on demand in such form as DAL may from time to time determine, details of the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the operator. The operator or its appointed handling agent shall also furnish without delay details of any changes in the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the operator.

#### **1.7.1 Load and weight data**

The operator or its appointed handling agent shall furnish to DAL, or to such other company as DAL may direct, in such form as DAL may from time to time determine:

- a) information relating to the movement of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of those movements. This will include information about the number of terminal and transit passengers (including children and infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the airport.
- b) details of the Maximum Total Weight Authorised in respect of each aircraft owned or operated by the operator.
- c) name, postal address, e-mail address, phone and fax numbers, IATA/ICAO prefix and SITA address of the operator who is to be invoiced.

### **1.7.2**

If a discrepancy relating to invoice details arises then the operator or its appointed handling agent shall furnish to DAL within 21 days or on written request made by DAL, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period. This provision shall also apply to the furnishing of copies of extract from aircraft flight manuals to enable verification of aircraft weight and noise characteristics. The operator shall, following a request in writing made by DAL, produce for inspection the original copies of such documents.

### **1.7.3**

Where the operator, or its handling agent, fails to provide the information required in paragraph 1.7.1 (load and weight data) within the period stipulated herein, DAL shall be entitled to assess the charges payable hereunder by the operator by reference to the Maximum Total Weight Authorised and the maximum passenger capacity of the aircraft type.

## **1.8 Capacity / availability of services**

There is no guarantee on the part of DAL as to available capacity at Dundee Airport. DAL reserves the right to manage capacity at Dundee Airport as it deems necessary for safety and operational reasons.

No reduction of the charges set out in the Schedule of charges will be allowed by reason of the unavailability for any reason whatsoever of any aerodrome service, assistance or other facilities.

## **1.9 Amendments and variations**

DAL reserves the right at any time upon giving notice to amend, vary or discharge any of the terms and conditions of use set out herein.

## **2. Weight charges on landing**

"Weight charges on landing" are set out in the Schedule of charges. The weight charge on landing will be assessed, and payable on the basis of the Maximum Total Weight Authorised, by DAL on 1<sup>st</sup> April each year (see paragraph 1.7).

### **2.1 Single engine (Private or club) charge**

The flat rate charge applies if the following conditions are fulfilled:

- a) The flight must be private (see note 1)
- b) Aircraft must be single engined
- c) The flight must arrive or depart during normal operating hours (to enable payment to be made and details checked, if necessary, before departure)
- d) Payment must be made by cash, cheque or credit card during office hours (or to a handling agent if the aircraft is in for maintenance). Foreign currency is not accepted
- e) If requested when seeking permission for the flight the pilot must avoid peak traffic times

*Note 1 – A private flight is defined in article 155 of the Air Navigation Order 2007 (as amended) as a "flight which is neither for the purpose of aerial work nor public transport".*

## **3. Parking charges**

The charges for parking of aircraft at the airport are set out in the Schedule of charges. These charges will be assessed and payable on the basis of the Maximum Total Weight Authorised (see paragraph 1.7) and total time parked. The parking charge will operate only after the aircraft has been parked on the airport for period of two hours. For the purpose of these charges, where parking follows immediately after a landing, parking charges will be charged from the time of landing to the time of take-off less a discretionary allowance for taxiing where actual time on stand is not available.

### **3.1**

The Managing Director may at any time order an aircraft operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified in it will render the operator liable to a special charge which will be notified to the aircraft operator at the time of the request to move the aircraft.

## **4. Rebates**

### **4.1 New services**

Operators of air transport services at Dundee Airport may apply to the Managing Director for rebates for the operation of new services to new destinations. The decision by the Managing Director as to whether to grant such rebates shall be absolute.

#### **4.1.1**

Operators of scheduled services from Dundee Airport to new destinations may be granted an introductory rebate of up to 75% of airport charges during the first 12 months of service, up to 50% of airport charges for the following 12 months and up to 25% of airport charges for the 12 months in the third year.

### **4.2 Additional Intra-Scotland passenger volume rebate**

Operators of scheduled Intra-Scotland air transport services at Dundee Airport may apply in writing to the Managing Director for a rebate related to additional terminal passengers carried. The rebates apply to additional numbers of terminal passengers carried on scheduled services to existing intra Scotland destinations. The rebate will only apply to terminal passengers carried by a single operator from Dundee Airport in a financial year. The calculation of terminal passengers will exclude passengers carried on any routes or services that have been granted rebates under Section 4.1 (New services) or Section 4.3 (Volume rebate for UK cross border services).

#### **4.2.1**

Operators who increase terminal passenger numbers on existing Intra-Scotland scheduled routes from Dundee Airport may be granted a rebate of up to 50% of passenger charges for the additional terminal passengers carried. The additional terminal passengers will be calculated by comparing the total passengers carried from Dundee Airport by an operator in the financial year up to 31<sup>st</sup> March (current year) with the total passengers carried in the preceding 12 months up to 31<sup>st</sup> March (previous year). If the total number of terminal passengers in the current year is greater than in the previous year then the operator may apply for a rebate on charges made for the additional passengers (i.e. current year total less previous year total).

#### **4.2.2**

Where an operator takes over a route previously served from the airport by another operator, the passengers carried on that route in the 12 months to 31<sup>st</sup> March of the previous year will be treated as passengers of the new operator when calculating any additional passenger volume rebate. The decision of the Managing Director as to what constitutes an additional passenger in the calculation of any rebate shall be absolute.

### **4.3 Volume rebate for UK cross border services**

Operators of air transport services at Dundee Airport may apply to the Managing Director for rebates based on the volume of terminal passengers carried on UK cross border scheduled services. The rebates apply to additional terminal passengers carried by a single operator from an individual airport in the financial year up to 31<sup>st</sup> March (current year) compared with the total passengers carried in the preceding 12 months up to 31<sup>st</sup> March (previous year). The calculation of terminal passengers shall exclude passengers carried on any routes or services that have been granted rebates under Section 4.1 (New services) or 4.2 (Additional Intra-Scotland passenger volume rebate).

#### **4.3.1**

Operators who increase terminal passenger numbers on existing UK cross border scheduled routes from Dundee Airport may be granted a rebate of up to 50% of passenger charges for the additional terminal passengers carried. The additional terminal passengers will be calculated by comparing the total passengers carried from Dundee Airport by an operator in the financial year up to 31<sup>st</sup> March (current year) with the total passengers carried in the preceding 12 months up to 31<sup>st</sup> March (previous year). If the total number of terminal passengers in the current year is greater than in the previous year then the operator may apply for a rebate on charges made for the additional passengers (i.e. current year total less previous year total). The decision by the Managing Director as to whether to grant such rebates shall be absolute.

#### **4.4 Multiple rebate qualification**

Where a flight qualifies for more than one rebate set out in sections 4.1 to 4.3 the higher rate of rebate only will apply.

#### **4.5 Training flights**

In the case of a flight carried out for the sole purpose of training or testing flying personnel, rebates of 50% of the amount of the charge calculated in accordance with the Schedule of charges may be granted.

#### **4.6 Test flights**

A rebate of 50% of weight charges on landing will be granted in respect of a test flight (excluding flights of Certificate of airworthiness tests) carried out shortly before the intended departure of an aircraft, provided that such a flight is undertaken solely for the purpose of ensuring that, for the intended departure, the aircraft, engines and/or instruments on the aircraft are serviceable.

#### **4.7**

Prior written applications for rebates set out in sections 4.5 and 4.6 should be made to the Airport Manager.

### **5. Special permission for reduced landing charges**

#### **5.1 Flying clubs**

The Airport Manager may negotiate agreements for reducing landing charges for flights made for the purpose of the clubs at that airport but not flights made for hire or reward outside the normal range or scope of club activities.

#### **5.2 Safety related diversionary landings**

DAL is prepared to consider requests for waiver of charges from a General Aviation (GA) pilot who makes a genuine safety-related diversionary landing. This waiver only applies to Domestic GA traffic. DAL has reserved the right to opt out of the AOPA scheme at any time subject to 3 months' notice being given to AOPA by DAL. This applies to an aircraft, which has not planned to land at Dundee Airport, arriving due to technical malfunction or an unforecast weather related emergency and the aircraft departing as soon as possible, with the same complement of passengers etc. on board. In the event of an aircraft flight planned to land at Dundee Airport being diverted to another airport at which no airport landing fee has been paid then on arrival at Dundee Airport it will be charged the fee which would have been payable as if it had arrived from its original point of departure. Eligibility for waiver will be based on the same criteria as for a light aircraft landing fee (i.e. private flight in accordance with Article 155 of the Air Navigation Order 2007 (as amended)).

## **6. Surcharges**

### **6.1 Flights outside normal hours**

Normal hours of availability at Dundee Airport are published in the AGA Section of the United Kingdom Aeronautical Information Publication (UK Air Pilot). Where flights are made outside of these hours by arrangement with DAL, an out of hours charge will be payable in accordance with the rates set out in the Schedule of charges. These rates are set according to the normal fire category in operation at the airport. If the operating aircraft is higher than the normal fire category, a higher charge will be applicable to cover the cost of the additional staff required.

### **6.2 Noise**

All jet movements by aircraft which do not comply with ICAO Annex 16 Chapter 3 standards will be subject to a weight surcharge of 50%.

#### **6.2.1**

Those Chapter 3 aircraft whose overall noise performance is less than 5EPNdB below Chapter 3 certification limits, Chapter 3 less 5 shall be deemed Chapter 3 high and will be subject to a weight surcharge of 50%.

## 7. Schedule of charges

The Schedule of charges should be read in conjunction with the preceding Conditions of Use and the Definitions set out in Section 8. The following charges take effect from **1<sup>st</sup> May 2009**. These charges may be revised subject to DAL giving notice to airlines of any revision.

### Charges

	Intra-Scotland	Cross border	Inter-national
<b>Weight charges on landing (per tonne MTWA)</b>			
All aircraft	£10.82	£10.82	£10.82
<b>Passenger charges (per terminal passenger) (including security recovery charge)</b>			
All public transport	£5.69	£5.69	£8.21
<b>Apron service charges (per tonne MTWA or part thereof)</b>			
All public transport	£7.73	£7.73	£7.73
<b>Private light aircraft charge on landing</b>			
(subject to conditions available on request)	£7.89		
<b>Other charges</b>			
Additional services	Cost plus 15%		

### Parking charges

<b>Aircraft parking charges</b>	2 hours free then £22.15 per day up to 10 tonnes, then £4.07 per additional tonne or part thereof per day
<b>Grass parking charge</b>	£5.26 per day

### Rebates

Technical stops	50% rebate applies to weight charges
Test flights	50% rebate applies to weight charges
Training flights – Commercial	50% rebate applies to weight charges
Training flights – using navigation aids without landing	50% of appropriate landing charges *

\* There is a minimum invoice charge for operators who do not have credit facilities previously arranged.

### Special permission for reduced landing charges

**Resident light aircraft charges (for aircraft less than 2 tonnes)**  
Apply to the Airport manager for details

### Surcharges

Extension of hours (up to CAT2)	£242.05 per hour or part thereof
Extension of hours (CAT3 and above)	£293.55 per hour or part thereof
Minimum invoice charge	£36.00

## **8. Definitions**

The following definitions apply to the Conditions of Use for Dundee Airport.

### **8.1**

Dundee Airport Limited (DAL) is a wholly owned subsidiary of Highlands and Islands Airports Limited.

### **8.2**

“Operator” in relation to an aircraft means the person for the time being having the management of that aircraft.

### **8.3**

“Flight” has the same meaning as in the Air Navigation Order and Regulations 2007 (as amended).

### **8.4**

References to a “Certificate of airworthiness” shall include any validations thereof and any flight manual or performance schedule relating to the aircraft.

### **8.5**

“Maximum Total Weight Authorised” in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.

### **8.6**

“Flight classification” means classification within the following categories:

- a) “Intra-Scotland flight” means a flight for the carriage of passengers or freight or the positioning of aircraft between airports where both landing and take-off are in Scotland and there is no intermediate landing outside Scotland.
- b) “Cross border flights” means all UK flights other than intra-Scotland flights.
- c) “International flights” means all flights other than domestic flights.
- d) “Ambulance flights” means all flights operated by or on behalf of the Scottish Ambulance Service.

### **8.7**

“Passenger” means any person, including infants, carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.

### **8.8**

For the purposes of Airport charges, “International passenger” means any passenger who boards or disembarks an international flight. The decision of the Managing Director of the company as to this classification shall be absolute.

### **8.9**

“Transit passenger” means a passenger who arrives at and departs from the airport on the same aircraft which is transiting the airport.

### **8.10**

“Terminal passenger” means any passenger aboard an aircraft at the time of landing or take-off other than a “Transit passenger”.

### **8.11**

“Time of Landing” means the time recorded by company air traffic services as the time of touch down of an aircraft.

### **8.12**

“Time of Take-off” means the time recorded by company air traffic services as the time when the aircraft is airborne.

### **8.13**

“Air transport movement” are landings or take-offs of aircraft engaged on the transport of passengers, cargo or mail on commercial terms. This comprises all scheduled movements operated to a commercial timetable where carriage is offered to the public, including those operated empty. Loaded charter and air taxi movements are also included.

### **8.14**

“General or business aviation” means any air traffic not falling into any of the following categories:

- a) scheduled air services; non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10; and
- b) any traffic engaged on the Queen’s flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad.

### **8.15**

“Freight” means any cargo or mail carried on an aircraft operating an air transport flight, with the exception of freight in transit. “Freight in Transit” means any cargo or mail which arrives at the airport and departs in the same aircraft, where such an aircraft is operating a through flight transiting the airport.

### **8.16**

“Security recovery charge” means the charge payable in respect of each terminal passenger.

### **8.17**

All references in this document to “Passenger charges” refer to the charges on passengers collected by airlines/agents in the Schedules of charges. The following categories of passenger are exempt from Passenger and Security recovery charges:

- a) children under 3 years of age provided they are separately identified promptly in returns to the management of the airport;
- b) any persons employed or engaged in aircraft in flight on the business of the aircraft;
- c) persons carried on an aircraft which returns to the airport from which it departed without landing at any other airport;
- d) any persons who depart from the airport in the aircraft in which they arrived without meanwhile having left the airport.

### **8.18**

“Practice approach” means any flight associated with use of instrument flight procedures under IFR or VFR that concludes by going around. Where ATC instructs a pilot to carry out a go around for safety reasons, there will be no charge.

### **8.19**

“Positioning flight” means movements by aircraft moving into position for scheduled or charter flights or returning to base after such flights, including air taxi movements. In addition to this if an aircraft positions in for fuel (excluding oil related refuelling) it can be classed as a positioning flight.

### **8.20**

References to “Managing Director” shall include a nominated deputy.