



Airside Operating Policy

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Key References:

- A. Civil Aviation Authority Publication (CAP) 168 – Licensing of Aerodromes.
- B. Civil Aviation Authority Publication (CAP) 373 – Air Navigation Order 2016, Amendment 2019.
- C. Civil Aviation Authority Publication (CAP) 790 – Requirement of an Airside Driving Permit (ADP) Scheme.
- D. Cotswold Airport (Kemble) Aerodrome Manual Version 17.
- E. ICAO IAP Entry AD 2-EGBP 2.2.
- F. Environmental Protection Act 1990.
- G. The Control of Pollution (Oil Storage) (England) Regulations 2001.

SECTION 1

Scope

1. Cotswold Airport is owned by Kemble Airfield Estates Ltd and operated by Kemble Air Services Ltd under the Cotswold Airport name and officially by Civil Aviation Authority as EGBP Kemble. This Airside Operating Policy shall govern all onsite businesses operating aircraft¹ or aircraft services, customers and visitors to the airport. It is an amplification of the policy previously published in Appendix H to the Cotswold Airport Aerodrome Manual. Administration of the terms of the Airside Operating Policy shall be under the authority of the Airport Manager². Policy making activities resides with Kemble Air Services Ltd.
2. This Airside Operating Policy shall in no way supersede or abrogate regulation set forth in the Air Navigation Order, Civil Aviation Act or the Maritime and Aviation Security Act but compliment them. If any provisions on this Airside Operating Policy are held invalid, the remainder of the document shall be valid. **This policy becomes valid from the 30 Jan 2020.**
3. Tenants, occupants, operators, their employees, agents and contractors, and all other persons operating airside within the airport shall comply with the requirements of this Airside Operating Policy. All persons are required to familiarise themselves with this Airside Operating Policy before use of, or any activity undertaken airside at Cotswold Airport.
4. Tenants, Occupant and Operators are responsible for providing a copy of this Airside operating Policy to any sub-contractor, employee or others operating on or from their leased area.

¹ The term aircraft encompasses aeroplanes, helicopters, autogyros, microlights and UAVs.

² Also, the Airport Operations Director within the Cotswold Airport group of companies Kemble Air Services, Kemble Airfield Estates Ltd.

SECTION 2

Definitions

5. In this document, unless the context requires otherwise:
- a. The “**Airport**” means all that area comprising Cotswold Airport which is operated by or under the control of the Company as hereinafter defined. The term “Airport” shall be interchangeable with the terms “Airfield”, “Aerodrome”, “airstrip” or any other like term, where the context so dictates and such terms shall bear their ordinary and usual meaning according to English Law – “Airport” being the word used by the Civil Aviation Authority to describe a place for the taking off and landing of aircraft and the area designated within the Airport boundary.
 - b. The “**Company**”, which term shall include any associated or subsidiary company thereto and shall, unless the context otherwise provides, includes any servant, or agent, means Kemble Air Services Limited and Kemble Airfield Estates Limited, whose successor or assignee of the Company for the time being.
 - c. The “**Operator**” shall mean the person or organisation from time to time having the management or possession of an aircraft whether owner, user, pilot or otherwise and shall mean the person(s) or body or organisation (and their respective servants, agents and contractors) using, attempting to make use of, or having used, the facilities or services offered by the Company at the Airport or elsewhere.
 - d. The “**Conditions**” means these Terms and Conditions of Cotswold Airport and any Rules and Regulations relating to the use of Cotswold Airport, and any other orders, instructions, directions respectively from time to time in force whether in writing or otherwise made by the Company or on its behalf. A copy of the conditions will be available on request from the Company but shall be deemed to bind the Operator whether or not a copy has been requested. In the event of inconsistency and so far as permitted by law these conditions shall take precedence over any other conditions or terms. The conditions shall be construed in all respects according to English Law.
 - e. For the purpose of being bound by these Terms and Conditions the Operator warrants that he has full authority and power to bind as their agent any owner, lessor, mortgagor, lender or pilot of the aircraft and all their respective servants, agents or contractors.
 - f. “**Vehicle**” It means a car, truck, all-terrain vehicles, bicycle, motorbike or any self-propelled vehicle or device in, on or by which a person or thing is or may be transported, carried or conveyed on land, but does not include aircraft.
 - g. “**The Road Traffic Enactments**” means the enactments for the time being in force relating to road traffic including the lighting and parking of vehicles and any order or other instrument having effect by virtue of any such enactment.
 - h. “**VCR**” shall mean the Visual Control Room at the top of the control tower building.
 - i. A “**Landing Fee**” is the term generally used to describe the fee paid by an Operator to the Company for the privilege of using the Airport. Landing fees at Cotswold Airport are based on movements, with preferential rates available for an annual movement card.
 - j. “**Airside**” means those portions of Cotswold Airport intended for activities related to aircraft operations and to which public and vehicle access is restricted.

k. **“Airport Manager”** means the person designated as the manager of Cotswold Airport for the purpose of implementing this policy and ensuring compliance with Civil Aviation Authority directives, policies and guidance as the accountable manager, or any named person appointed to act on his behalf.

j. **‘Aircraft’** the term aircraft is used to describe any powered aeroplane, microlight, flex wing, gyrocopter or helicopter. It does not include non-powered types, such as Gliders, Sailplanes, Balloon or Parachutes.

k. **‘KAOP’** the term KAOP is an abbreviation for Kemble Aerodrome Operating Procedure; a term using the CAA nomenclature. A KAOP is an operating procedure detailed how an activity is to be undertaken. All KAOPs are available electronically and in hard copy from the Flight Operations Room or Air Operations Manager in the Control Tower.

SECTION 3 – USE OF COTSWOLD AIRPORT

A. Liability

6. Cotswold Airport³ shall not be liable to the operator for any persons of any physical damage, economic damage or loss, or any other loss or damage to property or persons of any kind whatsoever (including without exception the aircraft, its parts or accessories or any property contained within the aircraft), whether direct, indirect or consequential, caused by negligence, breach of contract or statutory duty on the part of the company, its servants or agents.

B. Advertising and Soliciting

7. No person shall, without written permission from the Airport Manager, or by contract with Cotswold Airport, do or cause any advertising or soliciting upon or in Cotswold Airport controlled land or buildings. All parties may use social media and other PR mechanisms to advertise their companies and business at Cotswold Airport, exclusions will be articulated through a written Non-Disclosure Agreement (NDA) between the aircraft owner, operator and airport.

C. Insurance

8. Aircraft based at the airport must have valid insurance and it is the owners and operator's responsibility to ensure this remains up to date and valid. Copies of insurance documents must be produced on request by the Airport Manager or Cotswold Airport staff delegated on his/her behalf.

9. The Operator in furtherance of his obligations under these conditions agrees to effect and maintain passenger and third party liability insurance in respect of any aircraft operated or used by the operator at the Airport in such amounts not being less than that required to satisfy European Law and insurance in compliance with EC Regulation 785/2004.

10. In respect of any vehicle which the operator, his servants, agents, or associates may use or operate on that part of the Airport which is or has been designated 'Airside', the operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. **Any third party/contractors shall adhere to the Permit to Work procedure articulated in Section 4E.** Evidence of such insurance shall be produced to the Company or its duly authorised representative on demand. The Company's decision as to the adequacy of such insurance cover shall be binding on the operator. Note: Most ordinary motor car policies do not include airside cover. All vehicle use airside, must conform with this policy, Section 4 and CAP 790 for airside driver training. No vehicle can operate airside without approval from the airport manager through the ADPS detailed in Section 4B.

D. Airport Property and Premises

11. Any person who may cause damage of any sort to property will be liable to make recompense to the Company. In the event of the person, or a vehicle, being identified as an employee, or a vehicle, of a particular company then that company shall be held responsible for full financial re-imburement of costs incurred to make repairs, rectification to property.

12. No person shall, except in the case of an emergency, intentionally operate any switch or lever of any apparatus or equipment used by the Company upon or near which is displayed a notice stating that it is intended only to be operated in case of emergency.

13. No person shall drop or leave litter other than in a receptacle provided for such purpose.

³ Including subordinate group companies such as Kemble Air Service and Kemble Airfield Estates.

14. No person shall climb any tower, wall, fence, barrier, railing, hedge or post without the permission of the Airport Manager.
15. No person shall graze animals without the permission of the Company.
16. No person shall erect, place, or alter any structure or other property (including any notice) on any part of the Airport.
17. No person shall tamper with or misuse, or attempt to tamper with or misuse, any mechanical, electrical or electronic apparatus without lawful authority or reasonable cause or excuse.
18. No person shall enter or attempt to enter any vehicle, truck, trolley, aircraft steps or other mechanical appliance without lawful authority or reasonable cause or excuse.

E. Environmental Waste, Debris and Spills

19. Guidance is contained within The Environmental Protection Act 1990, The Control of Pollution (Oil Storage) (England) Regulations 2001 and CAP 168. Spill control and containment is a legal requirement for businesses in the UK. Oil⁴ and chemical spills can have a wide range of effects on the immediate and surrounding environment; contamination of the water table in the airport will have immediate and direct consequences for the on-site bore hole supplying our drinking water.
20. Any airside oil or chemical spillage shall be immediately reported to the Airport Manager and containment action immediately taken. The airport's Rescue and Fire Fighting Service (RFFS) must be informed if a fire hazard exists. Fuel (and all other hazardous liquids and lubricants) shall be cleaned up and properly disposed of by the occupant responsible for the spill. A written report verifying the control, containment and disposal action taken must be provided to the Airport Manager within 24 hrs. Non-compliance will result in Airport taking appropriate control and containment action and reporting the incident to the Environment Agency. In this instance, the occupant responsible will be liable for all costs incidental to and consequent upon clean up, which may also include an environment agency charge and any associated criminal charges.
21. No person, vehicle or aircraft shall leave deposits of rocks, stones, mud or other debris, (including aircraft parts and aircraft support equipment) on any paved area within the airside area except in extreme circumstances and individually permitted by the Airport Manager⁵.
22. All waste skips and bins at the airport must be of a covered type. No person shall throw, leave or drop any litter or debris capable of causing injury to a person or damage to an aircraft or property, or that would cause defacement to the airport, on any part of the airport.
23. Any debris from an aircraft or vehicle incident shall be cleaned up by the Airport. Subject to investigation/AAIB authority and the policy contained within Section 5F of this *Airside Operating Policy*. Any debris resulting from an occupant moving a vehicle or towing and aircraft airside must be cleaned up and reported by the occupant immediately. KAOP 08 and 13 refers to additional mitigation, which shall be adhered to, for aircraft towing and Jet engine run ups.
24. No maintenance or salvage activities are to take place on any apron or manoeuvring area. The only exception is Belfast Apron. All maintenance, less pre-flight checks/topping up oils, fluids and lubricants, must be done within storage and maintenance hangars.

⁴ The term *oil* is used to describe all oil-based products, including aviation fuel and lubricants. The term *Chemicals* includes brake and hydraulic fluids.

⁵ Through written approval, with an associated risk assessment.

F. Storage of Fuels and Combustible Materials

25. No person shall, without written approval from the Airport Manager, store or supply aviation fuels and lubricants for aircraft. Under the terms of the Airport's Fuel Sales Licence, no fuel will be supplied to vehicles other than registered aircraft.

26. Any fuels or lubricants stored by based operators for consumption and maintenance use shall be corrected stored in banded electrically isolated containers and separated, in accordance with current fuel storage practices. Under no circumstances should fuel be kept in any container inside a hangar other than in an approved container and/or in a fuel tank fitted to an aircraft. All fuels and oils stored in containers over 200 litres must be contained on or within a bund or secondary containment unit. The bund should be capable of storing 110% of the largest container or 25% of the total storage capacity, whichever is the greater. Non-compliance is a criminal offence and may result in prosecution by the Environment Agency and/or a non-compliance penalty charge from the Airport.

27. No oils, waste oil, or other hazardous materials shall be stored outdoors on/around any building sites, except as approved by the Airport Manager.

28. Fuel shall only be dispensed on asphalt or concrete surfaces to facilitate spill clean-up, or when filling portable container, in a device designed to recover accidental spills.

29. Materials to control, mitigate and clean up and spill or leaking fuel, lubricants and other hazardous liquids must be kept on site by all operators who use fuels, oils and other hazardous liquids.

30. No person shall smoke airside. Additionally, no person shall smoke or operate a spark or flame producing device or appliance:

- a. On any manoeuvring area.
- b. On any apron or ramp area ordinarily used for fuelling of aircraft.
- c. On any leased area ordinarily used for refuelling aircraft.
- d. In any area or building posted with 'No Smoking' signs.
- e. In any area, within buildings or within fifteen (15m) from any buildings used for the storage, handling or use of flammable materials.
- f. Within fifteen (15m) of any aircraft or fuel bowser.

SECTION 4 – SECURITY OF AIRSIDE FACILITIES

A. Access to Restricted Areas

31. Restricted areas are established for safety and security of the airport. Except for enplaning and deplaning, the general public (including third party contractors) are prohibited from restricted areas. **All airside areas are designated a Restricted Area. All persons** disembarked airside shall wear **high visibility clothing**. All vehicles airside shall be in **contact** with the Control Tower VCR and **display either an amber flashing light or hazard warning lights** and use **dipped beam** lights on all occasions.

32. The ANO, article 211, requires that an aerodrome be safe for use by aircraft. Further detail is contained within CAP 168, Appendix 2E. As part of this, the aerodrome licence holders (Kemble Air Services) have responsibility for control of those areas, including leased areas and areas operated by third parties within the aerodrome boundary, that are available for aircraft movements requiring the use of a licenced aerodrome. This control is exercised through restricting vehicle access, airside driver licencing controls, aircraft maintenance and operating control mechanisms and security/key control. This also include authorisation and approval of any third-party contractors operating airside. Management and maintenance of a safe and secure area is a shared responsibility against the airport operating authority and tenant businesses.

B. Airside Driving

33. The requirement for an Airside Driving Permit Scheme (ADPS) is outlined in CAP 790 and detailed locally within KAOP 19. This CAP applies to Cotswold Airport; it exceeds the minimum requirements of a Runway Code 2 that accepts IFR traffic. The ADPS covers three specific areas⁶ of the airport in recognition of the increased level of risk:

- a. The airside roads and aprons (A permit) – a **Green** coloured pass
- b. The manoeuvring area **excluding** runways (M permit) – a **Blue** coloured pass
- c. The manoeuvring area **including** runways (R permit) – a **Red** coloured pass

34. Drivers must be medically fit to drive to DVLA Group 1 standard⁷, with appropriate medical declarations, renewals, occupational age limits and reviews following accidents or incidents.

35. All airside operators and tenants must adhere to the ADPS. Further guidance is provided for the process in KAOP 19. Whilst the airport is required to set this policy and audit compliance, this is a CAA requirement and shared responsibility for all operating airside. Guidance within KAOP 19, should allow an operators/tenants own internal management systems, if compliant with this policy and CAP 790, to be used and monitored for compliance by the Airport Manager through audit.

36. An airside driving permit does not confer a general right of entry to airside areas. Only those with an ADPS permit listed in paragraph 33, specified by type, can drive a vehicle airside. All vehicle drivers must have a DVLA licence issued for the appropriate vehicle they are driving. The Airport's policy for non-compliance is proportionate to the risk; It will result in a ban from driving airside and may result in a £500 fine to the tenant employer or employer responsible for any third-party contractors. All operators and tenants should brief this to all their staff.

37. No third party/contractors are permitted from driving airside until ADPS compliance can be assured. This may be mitigated by a controlled convoy/escort by an ADPS 'R' permit holder but

⁶ See Chapter 3, CAP 790

⁷ www.dft.gov.uk/dvla/medical/ata glance.aspx

remains subject to work permit assurances described in the sub section *Work in Progress/Contractors* and by exemption and agreed by the Airport.

38. Where the DVLA places a condition, restriction, suspension or ban on a driver, the employer shall inform the airport authority and appropriate action may involve suspension or removing the ADPS as soon as the issue reported.

C. Runway 08 Vehicle Crossing

39. The ANO, article 211, requires that an aerodrome be safe for use by aircraft. As the Runway 08 crossing is the only suitable HGV access in and out of the airport boundary, the Airport will accept an ADPS 'A' permit for HGV escort drivers. The crossing of the 08 Runway to access the South Gate is for escorted HGV access only. The only exception is airport air and ground operations staff or when the airport opens the gate for safety, such as impassable conditions on the road leading to North Gate.

40. There is no entitlement or contracted agreement to allow cars and vans to cross the runway at the 08 crossing. No airside gate pass will be issued for this. **All gate passes will be revoked on 30 Jan 2020** and applications to access the South Gate and enable the 08 crossing will only be approved for a small number of HGV escort passes. Safety will not be compromised for convenience. All non-HGVs shall access the airport via the North Gate entrance and those requiring access to G and B Site will also be granted a G Site gate pass.

41. Misuse of an issued gate pass⁸ will result in the immediate withdrawal of pass access and may result in a £500 fine to both the tenant employer and the individual to which the Access card was issued by the Airport; this includes misuse by employees or third parties the tenant is responsible for. Misuse includes, tailgating, planned tailgating to enable employee access, providing third parties with a gate access card or leaving access cards for all employees to use.

D. Driving and Access in General

42. No person shall fail to comply with any notice displayed by the Company prohibiting or restricting access to any building, road or any part of the Airport.

43. The **speed limit in all areas in 20mph** and shall be adhered to by all. The only exception is for training or events agreed by the Airport Manager and for emergency services.

44. No person shall allow any item to be on the Airport or any part thereof after its presence on the Airport has been forbidden by the Airport Manager.

45. No person shall enter or remain on the Airport, or any part thereof, after having been prohibited from entering or been requested to leave by an Airport official.

46. No person shall enter the Airport other than to make proper use of the Airport.

47. No person shall enter or leave the Airport other than through a gate or entrance designed for and provided by the Company for that purpose. Airside gate access is controlled by Kemble Air Services only; access keys or coded padlocks for use by tenants is prohibited, unless agreed by the Airport Manager.

E. Work in Progress/Contractors

48. In accordance with Schedule 12 of the Air Navigation Order, whenever work affecting operational areas is planned, the airport must be satisfied that unacceptable risks generated by

⁸ Such as its use to allow car access for employee convenience.

Works in Progress (WIP) have been identified and removed, and that procedures are provided and followed which ensure no adverse impact upon levels of safety. All third party/Contractor work airside, for any tenant/operator and the Airport, must conform to the procedure outlined below and be agreed by the Airport Manager prior to commencement.

49. To enable this, the airport operates a Permit to Work Procedure, KAOP 70 with applications for non-airside works (AF106 in Green) and for airside works (AF105 in Red). Applications for any third parties to operate airside shall be authorised by the Airport Manager and shall be submitted at least 24hrs prior to planned works commencement. The application also requires a full risk assessment and certificated copies of at least £10m Public Liability Insurance (PLI) for AF105 and £5M for AF106 application.

SECTION 5 – AIRCRAFT OPERATIONS

A. Excluded Aviation Activities:

49. Unless specifically authorised by the Airport Manager, the following operations are not permitted:
- a. Parachute or powered parachute activities.
 - b. Balloon landings and take-offs.
 - c. Formation take-offs and landings.
 - d. GA aircraft abnormal/non-conforming circuits, less abnormal final approaches for safety, such as warbirds.
 - e. Air shows and aerobatics within the ATZ.
 - f. Model aircraft and/or UAS/UAV operations within the FRZ (in accordance with the updated ANO)
 - g. Aerial spraying operations.
 - h. Kite flying.

B. Parking and Storage

50. All based aircraft shall park in the tie down areas (Woodside and Tower Apron), on leased Aprons, or in areas designated by the Airport Manager.
51. Based aircraft may be refuelled on their leased apron areas, less grassed areas.
52. All visiting aircraft requiring fuel must be parked on North Apron; helicopters may use the HLS on D Site Apron (HLS A) or North Apron (HLS B). No refuelling operations are to be conducted on any grassed areas.
53. Aircraft parking on D Site must do so in conformance with AD 2-EGBP 2-2 and within the 4 marked bays. Aircraft parking will be charged by a/c at MTOW for one bay only, and aircraft parked over multiple bays may attract an additional parking charge. D Site Apron has no edge marking lights and therefore must not be any manoeuvring on D Site Apron during dark by any visiting aircraft⁹ In the hours of darkness, visiting aircraft must use North Apron for manoeuvring and parking. In all cases both HLS must remain clear to accept helicopter operations.
54. There is to be no parking on any taxiways, unless specifically agreed by the Airport Manager. All aircraft parking must be contained within leased aprons or on D-Site or North Apron. The South Side may be used when authorised by the Airport Manager, but this is the main events space and may not always be available for aircraft use.
55. It is the responsibility of the pilot/owner to ensure that all parked aircraft are secured, and that the device used to secure the aircraft is appropriate. Cotswold Airport will assume no liability for parking or securing aircraft on airport property.
56. No disabled or aircraft under salvage may be parked on any aprons or public areas of the airport without permission of the airport manager, noting the restrictions noted in paragraph 24.

⁹ Unless overring conditions apply and a risk-based agreement has been endorsed by the Airport Director and liability for operating accepted by the operator under their risk.

57. Salvage and Maintenance¹⁰ activity is prohibited on any taxiway¹¹, manoeuvring area or parking apron, less Belfast Apron, and must be confined to the hangars apron or within the hangar, noting the conditions in Section 3.

C. Obstacles and Obstructions

58. The effective utilisation of the airport is influenced by natural and man-made constructions and obstacles inside and outside the boundary. These factors result in limitations on the distances available for take-off and landing. Under conditions of the aerodrome licence and determined through annual survey, within CAP 232¹² the airport publishes its declared distances in Reference E. The condition of those declared distances is that the Obstacle Limitation Surfaces do not change. Beyond that surveyed, anything which infringes these surfaces is considered an obstacle. Figure 1.0 below shows the Obstacle Limitation Surfaces (OLS) for a Runway over 1800m in length.

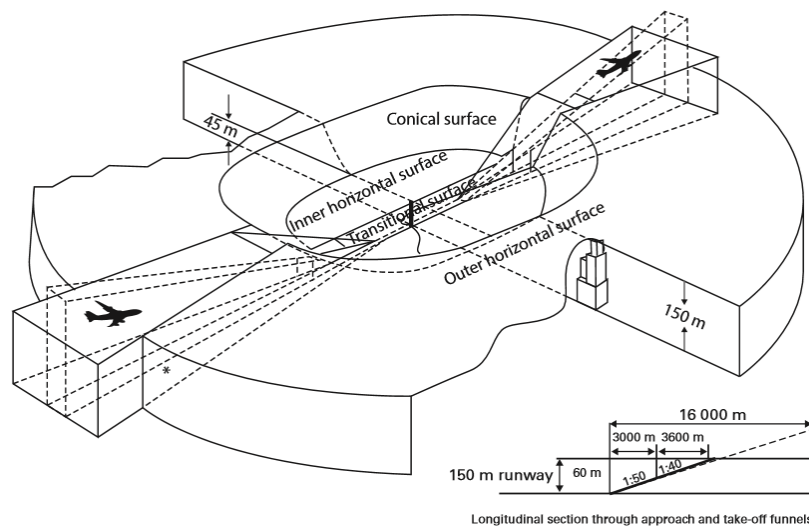


Figure 1.0 Obstacle Limitation Surfaces for Cotswold Airport's Main Runway

59. Within the OLS are the taxiways, North Apron, D-Site Apron, Belfast Apron and the Grass Runway, which has its own OLS as a Code 1 runway. An obstacle which interferes with the OLS may include:

- a. A large aircraft tail within the Conical or Outer Horizontal Surface parked on D-Site Apron in parking Slot 1 and 2, towards the B2 hold on North Apron or on Belfast Apron, if the aircraft is facing South or infringes across the marked line between the Alpha Taxiway and Belfast Apron.
- b. A vehicle within the Transitional Surface, Inner or Outer Horizontal Surface or conical surface.
- c. A vehicle or aircraft at B1 or between A3 and A4, blocking the Approach Surface to the Grass Runway.
- d. A vehicle crossing at the runway 08 vehicle crossing point.

¹⁰ Excluding expedient repairs to get enable a visiting aircraft to depart or a based aircraft to return to its leased area or hangar.

¹¹ Including Woodside, H Site Alpha taxiway and J Site.

¹² Aerodrome Survey Requirements.

- e. An aircraft incident on the manoeuvring area and/or runways.

60. The Airport will analyse and control any temporary obstacles, in accordance with Appendix 3B to Reference A, causing OLS interference and the Airport Manager may move or cause to be moved an object, vehicle, trailer or aircraft or parts thereof by reason of it blocked manoeuvring passage of interfering with the OLS in a manner which affects the safe use of the airport. The airport will not be liable for any damage caused to move such an object, vehicle, trailer, aircraft or parts thereof in order to maintain a safe OLS environment for aircraft to operate and the operator shall be liable for the costs incidental to and consequent upon such movement. These shall be paid to the airport, prior to release of the object, vehicle, trailer, aircraft or parts thereof.

61. If the OLS infringement cannot be cleared, safety mitigation measures will be put in place, these may include:

- a. Promulgation in the UK AIP of appropriate information, through a NOTAM
- b. Marking and/or lighting of the obstacle
- c. Reducing or varying the runway declared distances
- d. Restricting the type of traffic
- e. Restricting the PBN instrument approach¹³
- f. Closing the Main Runway, Grass Runway or all runways.

62. Both the airport and all airside tenants have a shared responsibility to maintain airside safety and be aware of the OLS limitations. The action annotated above is therefore assumed to be a last resort. Except as a reaction to an aircraft incident, failure to abide by these and cause the actions annotated in paragraph 61, will incur a penalty charge to cover administrative AIP functions and loss of revenue to the Airport. The base rate **penalty charge is £1000 per hour** from the time of the OLS infringement until safe mitigation and/or removal is resolved.

D. Aircraft Landing and Parking Fees

63. Landing fees will be charged at the rate set at the time in accordance with the scale of charges for General Aviation, Business Aviation or Large Aircraft Storage by the Airport Manager. The landing fee charges at time of publication of this policy are:

- a. £10 for aircraft weighing up to 750kg
- b. £14 for aircraft weighing between 751 and 1650 Kg
- c. £18 for aircraft weighing between 1651 and 2750 Kg
- d. £19 per tonne (at MTOW), excluding mandatory handling charges

64. Based operators may choose to pay an annual movement contract at a reduced rate, and this will also allow pilots to fly their aircraft out of hours (Daylight only), subject to agreement of the terms (see paragraph 79), signature and acceptance of the Out Of Hours (OOH) Indemnity Form. Night-time flying and visitors are accepted outside the published hours, subject to PPR at least 24hrs prior. However, these will require an extension of the airports operating hours and thus published capability and will be charged according to our rate of charges. A copy of the current rates is available through the airport's website or direct from the Flight Operations Room.

¹³ Planned to be active from Jan 2021.

65. The operator shall pay the appropriate charges for the landing, parking, handling refuelling of the aircraft. All such charges shall be due and payable at the sole discretion of the airport before any aircraft departs from the airport. Fees not settled at the time of landing will be subject to an administrative charge. The operator shall pay interest on any sum outstanding at the amount of 4% above the Bank of England Base Rate at the time, such interest will accrue daily.

66. All aircraft will be directed to park (unless based at the airport) by the Tower under full control by the Flight Information Service Officers according to the Airport Managers direction. Wherever practical, aircraft visiting on-site tenants or arriving for business, maintenance, salvage or storage will be directed to park at a location convenience to the business. However, the airport Manager retains the authority to direct an aircraft park on any apron, to maintain operational safety and continuity.

E. Aircraft Run Up

67. No aircraft shall be run up for test or any other purpose in an area that infringes the OLS, creates prop wash, rotor wash or jet blast which may cause harm or nuisance to people, damage property, structures or other aircraft. Aircraft run ups that affect the safe conduct of flight operations is strictly prohibited. Normal pre-flight check engine runs ups are to be conducted on North Apron, at D-Site Apron, at the A1 hold, unless specified by the Tower. All MPA runs on Commercial Air Transport (CAT)¹⁴ aircraft must be conducted on either the main runway threshold or by exception on the maintenance end of the North Apron under specific criteria¹⁵ and with prior agreement with the Airport Manager. Operators are requested to note, the conditions in **Section G, paragraph 75** and the rates for runway closure and the requirement to maintain a cleared OLS, as described in **paragraph 58, Section 5**.

F. Aircraft Incidents/Disabled Aircraft

68. The nature of aircraft operations suggests the likelihood, however small, of an aircraft incident occurring. The reaction to an incident is always initiated from the Control Tower by sounding the crash alarm. Once the crash alarm has been sounded, airport staff will conduct a well-practiced and CAA audited Aerodrome Emergency Orders procedure. As the RFFS respond the incident and the VCR manages air traffic, the Airport Manager will close the airport to all traffic, including vehicle access airside.

69. The Airport Manager will close the airport to all movements, including ground vehicle movements and act as the incident commander from the Flight operations room in the Control Tower, or an alternative location if the Control Tower is affected. The RFFS crew will create a safe inner cordon around the incident, under control of the Duty Airport Fire Officer (DAFO). No person will be allowed into the cordon without his/her approval.

70. An outer cordon will be controlled by the Airport Manager to control wider airport access and particularly any access airside. This will also allow additional emergency services to be safely received through RVP 1 (Showground Gate) and RVP 2 (Belfast Apron Gate) and directed from outer to inner cordon to be received by the DAFO. Despite the inevitable human response by an aircraft owner, operator or family member, **no person will be allowed access to the incident until the incident is declared safe by both the DAFO and Airport Manager.**

71. As a result of the incident, the aircraft may have become disabled and/or subject to Air Accident Investigations Branch (AAIB) investigation. The following restrictions shall apply:

¹⁴ Generally, CAT B-D airliners and/or cargo aircraft.

¹⁵ Such as the wind direction, the level of operational movements, operations by G Site tenants and available parking bays.

- a. No person shall displace, move or interfere with an aircraft, its contents or crew involved in the incident without first having obtained permission from the Airport Manager and AAIB, except when necessary to extricate any person to save life, prevent destruction by fire or other cause or to avoid danger to any person, property or other aircraft as a secondary effect of the incident.
- b. If an aircraft is displaced (Para 71a), then the person directing, supervising or arranging the action shall record, by means of diagrams, photograph and notes, the condition of the aircraft, aircraft contents, and the accident site. This is **NOT** to be published on social media, retained or published elsewhere and shall be provided to the AAIB at the first opportunity.
- c. No person shall disturb an accident site unless authorised by the AAIB.

72. All accidents, incidents and near misses, however minor, shall be reported to the Airport Manager within 24hrs using the Kemble Incident Reporting System (KIRS), detailed in KAOP 60. All KIRS reports will be discussed at Airport Safety meetings to ensure any trends are identified and any control and/or mitigation measures are maintained at an As Low As Reasonably Practicable (ALARP) level.

G. Movement of Aircraft

73. No person is to operate an aircraft outside published hours of the Airport without prior permission from the Airport Manager. This is generally in the form of a signed and valid OOH indemnity or by PPR¹⁶ at least 24hrs notice for an extension of licenced operating hours, subject to operational availability and appropriate charges raised, as contained within the Business Aviation Rate of Charges. The term *operate* includes start up on any manoeuvring areas of main apron, taxi or flight.

74. No person shall offer any member of the public a flight in an aircraft, unless they have specific authorisation by the Airport Manager to operate as a flying school at the Airport, or in association with an Approved Training Organisation (ATO), listed under CAA Standards document 31¹⁷ and based at the Airport.

75. No aircraft shall taxi under its own power unless controlled by a type rated qualified pilot, a student pilot operating under instruction and the under the conditions of an instructor's licence or be a current licenced aircraft engineer (B1/B2) with specific type rating/taxi training. ATOs are responsible for OOH and pilot licencing control measures. All engineer licensing to taxi aircraft must be approved by the Airport Manager. All pilots/engineers operating an aircraft using a flight radio, must hold a valid Flight Telephony endorsement or certificate as part of their licensing, less ATO student pilots who operate under the privileges of their instructors' licence.

76. No person shall, without reasonable excuse, place an aircraft other than in places and positions as designated by the Airport, unless within their leased areas.

77. No person shall run an aircraft engine in a hangar or an area other than that designated by the Airport Manager. Designated areas are all manoeuvring areas, aprons and runways. The only exception to engine running within building is specific approvals for engine testing organisations where an engine is temporarily or permanently affixed to a specific test apparatus and as part of a solely test based organisation, such as jet engine/thermodynamic/thermofluidic testing.

¹⁶ For Business Jet customers only and excluding GA and large jets. Exceptions can be agreed by the Airport Manager for events.

¹⁷ <http://publicapps.caa.co.uk/modalapplication.aspx?appid=11&mode=detail&id=2854>

78. Any aircraft that is towed (not using its own motive power) must have a support vehicle follow the aircraft to ensure adherence with environment control measures articulated in Section 3 and that no damage to Airport infrastructure is caused and all areas remain safe for aircraft operations. Further detail is contained within KAOP 008.

H. Out of Hours (OOH) Indemnity Flying

79. In Consideration of the permission (the "Permit") relating to OOH use, outside the normal operational hours published in the UK AIP neither Air Traffic Control/Flight Information Service facilities nor Rescue and Fire Fighting Services will be available and the use of such airports is subject to the following undertakings and conditions. More specifically,

- a. The pilot/Operator will sign the OOH Indemnity Form to accept all risks inherent in the use of an unmanned aerodrome out-of-hours and to notify all crew, passengers and guests of this accepted liability.
- b. To make no claim against the Company or any member, officer or agent of the Company in respect of personal injury (including injury resulting in death) which may arise out of or in connection with the use of any airport pursuant to the Permit, unless arising from the negligence of the Company.
- c. To make no claim against the Company or any member, officer or agent of the Company in respect of property damage (including damage to the aircraft) of any description including loss or damage to any property or cargo or possessions which may arise out of or in connection with the use of any airport pursuant to the Permit without exception and howsoever such loss or damage may be caused.
- d. To maintain in force at all times a valid policy of insurance throughout the period during which the Permit is operative covering all risks and losses described above, for each and every landing or take off by my/our said aircraft and to produce the said policy for inspection at the time of application and thereafter upon request of the Company. The aircraft shall be covered by insurance in compliance with EC Regulation 785/2004. (See also The Civil Aviation (Insurance) Regulation 2005). If insurance has expired, lapsed or is cancelled for any reason it is deemed that the Permit has immediately expired.
- e. The standard conditions under which aircraft may land, be parked, housed or otherwise dealt with on airports under the control of the Company shall apply. All visiting aircraft, not holding a valid OOH indemnity permit, must depart before the aerodrome closes.
- f. A pilot wishing to use the OOH Indemnity Permit is strictly PPR (Prior Permission Required) and may be subject to slot allocation. Slots times should be strictly adhered to in order to avoid conflict with other aircraft movements. The filing of a flight plan does not constitute a PPR.
- g. Landing charges will be paid at the rates and under the conditions applicable as published. Further information can be obtained from Flight Operations in The Control Tower during published operating hours (AIP EGBP AD 2-2). For this purpose, the airport concerned must be informed in writing of the details of the proposed aircraft movement.
- h. The Permit may be revoked by the Airport Manager in exercise of its discretion at any time without prior notice.

I Low Visibility Operations

80. In accordance with Appendix 2B of Reference A, the Airport operates Low Visibility Procedures (LVPs), articulated in KAOP 004. LVPs will have an impact of both air and ground

operations. Cotswold Airport operates LVPs when visibility is estimated to be below 900 metres or less. 900mtrs is assessed as being the threshold of each runway (08/26) as viewed from the tower.

81. When LVPs are in place, the aerodrome will be closed to all fixed wing traffic, under the authority of the ANO and specifically the conditions of the Aerodrome licence. If the visibility is less than 900mtrs but greater than 600mtrs the aerodrome will only permit movements by rotary traffic.

J. Winter Operations

82. The Airport will close to all aircraft requiring a licensed aerodrome if a covering of snow is present and will operate a "back to black top" policy to re-open. During snow and ice conditions vehicle movements on the runway will be prohibited except for any Airport vehicle conducting surface inspection vehicle. Movements on taxiways and aprons will be kept to a minimum. Further details and procedures are contained within KAOP 023 and 73.

83. During snow and freezing conditions, it may be difficult for the RFFS to attain their prescribed call out times and could endanger themselves en-route to an emergency.

84. The Airport will not engage in any snow or ice clearance from the runways, taxiways or aprons. Unless agreed by the Airport Manager, and by exception.

K. Conditions of an Ordinary Aerodrome Licence Which Affect Aircraft Operations

85. The following extraction contains the conditions, and thus limitations, of the Ordinary Licence, which includes night use, as determined by the CAA under Article 211 of the ANO:

- a. The aerodrome is licensed for use only by the licence holder (Kemble Air Services) and by persons specifically authorised by him. Those authorised includes all based ATO that's have been authorised to operate from the Airport and those who have requested PPR only.
- b. No aircraft shall take-off or land at the aerodrome unless such firefighting and rescue services and such medical services and equipment as are required in respect of such an aircraft in the CAA's publication CAP 168 (Licensing of Aerodromes) are provided there. Such services and equipment shall always be available, when the aerodrome is available (during our AIP published operating hours, or any agreed extension to our operating hours) for the take-off or landing of aircraft be kept fit and ready for immediate turnout. This does not curtail OOH indemnity movements, but pilots, crew and operators must accept the conditions articulated within paragraph 79, specifically that they operate with the same level of inherent risk as they would for an unlicensed and unmanned airfield.
- c. Changes in the physical characteristics of the aerodrome including the erection of new buildings and alterations to existing buildings or to visual aids shall not be made without prior approval of the CAA. The licence holder shall, by the quickest means available, notify the CAA of any material change in the surface of the landing area, or in the obstruction characteristics of the approach, take-off or circuit in relation to the aerodrome.
- d. The aerodrome is licensed for the take-off and landing of aircraft at night. Such systems of lighting appropriate to the Category of runway in use as described in the CAA's publication CAP 168 (Licensing of Aerodromes), shall be in operation at all times when aircraft are taking-off or landing at the aerodrome at night, provided that minor temporary unserviceability, not of a character likely to affect the safety of operations, shall not preclude the take-off or landing of aircraft. This does not preclude night-time VFR OOH flying, our ANO obligations OOH are to provide appropriate lighting only.

L. Rescue and Fire Fighting Services (RFFS)

86. RFFS capability provision is a condition of the aerodrome licence. Its purpose is to provide RFFS support to aircraft operations only. If the category of RFFS is reduced from that published, a NOTAM will be issued to inform all aircrew and operators of a degradation of the published capability. If through staff levels, equipment or depletion of fire media, due to an incident reduces the RFFS category to zero, the Airport Manager will NOTAM close the Airport to all visiting traffic, until category 2 can be restored. This may allow those based aircraft with an OOH indemnity to operate under the conditions of an unlicensed aerodrome and accept the liability of doing so.

87. RFFS shall not be used, nor expected to be used to respond to industrial or domestic fires on site, where the domestic 999 service should be used. RFFS will act as a rescue first responder to aircraft operating tenant's airside and for Kemble Air Services Ltd, including for visitors to the AV8 restaurant.

SECTION 6 – GENERAL

A. Penalties

88. Penalties contained through this document are separated from the Airports schedule of standard charges and fees for aircraft operations. Penalties are **only** an associated output of a non-compliance with this policy, which may affect the safe operation of the Airport and/or create a non-compliance for the Airport with CAA and Government policy with regards to airport/aircraft operations and environmental safeguards. This is a shared responsibility. Penalties charges can be avoided by ensuring all staff and their contractors/third parties are aware of the conditions of use airside set out in this policy and that all staff, their contractors and third parties remain compliant with all conditions contained within this policy.

89. If penalties charges are to be raised it will be as a last resort, or as a result of continual non-compliance. The Airport Manager reserves the right to determine non-compliance and to change the penalty rates, as appropriate in line with CAA and/or government non-compliance charging schedules.

90. Internal audits by tenants/operators and audits conducted by the Airport Manager¹⁸ will be used to identify non-compliance and any non-compliance trends.

91. If an occupant, tenant or operator demonstrates a trend of non-compliance or refuses to accept the conditions within this policy, the Airport may restrict its ability to operate aircraft from the airport or terminate its use of the Airports facilities or any lease or licence to occupy agreement.

B. Lien

92. So long as an aircraft, or any parts and accessories, or any vehicle are located at the Airport or upon any land under the control of the Company, the Company shall have a contractual lien, both particular and general over the aircraft, its parts and accessories and any vehicle for all charges, costs, fees or any other liabilities of whatever nature which are due and payable to the Company in respect of that aircraft, or any other aircraft of which the Operator is the Operator at the time when the lien is exercised. The lien shall not be lost by reason of the aircraft departing from land in the control of the company but shall continue to be exercisable at any time when the aircraft or any other aircraft of the operator has returned to and upon any such land so long as any of the said charges, costs, fees or other liabilities, whether incurred before or after such departure remain unpaid.

93. The Company shall be entitled to levy fees incurred in respect of any aircraft or property for storage or otherwise during the period of exercise of the lien and the Company may further exercise a lien in respect of unpaid charges, costs, fees or other liabilities as it sees fit.

94. If charges, costs, fees or other liabilities in respect of which a lien is exercised remain outstanding, the Company shall dispatch by ordinary post to the Operator at his address heron and to the Registered Owner of the aircraft at the address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter.

95. In the event that payment remains outstanding thereafter, title in the liened aircraft or property shall vest in the Company and the Company may at its entire discretion sell, dispose of, remove or destroy such aircraft or property. In the event of a sale or disposition the Company shall be under no duty to obtain the best possible price and may apply the proceeds in discharging any

¹⁸ The frequency of which will be established based on data and trends discussed at the Airport Safety Meetings.

sum due to the Company and any fees, expenses or costs incurred in connection with the disposal of aircraft before accounting for any balance for any balance to any party so entitled.

96. The exercise by the Company of the powers set forth in this Clause shall be without prejudice to the exercise of any other powers exercisable by the Company by virtue of statute or otherwise.

C. Revisions

97. The Airport reserves the right to at any time with reasonable notice, revise modify, change or waive any or all the foregoing *Airside Operating Policy*.

98. Any person may request a revision to the *Airside Operating Policy*. The following procedures shall be followed:

- a. The request shall be presented in writing to the Airport Manager.
- b. The request shall include the reason for the change and how the change would improve safety at the Airport or the Airport in general.
- c. The Airport Manager will present the requested change to the Airport Board of Directors.
- d. The person requesting the change will receive notice of the decision within 30 days of the Board Meeting date.
- e. All effective airport users and occupants shall be notified of any changes by the Airport Manager by email.