

# AOP04

# Indemnity Procedure

Issue 06

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## 1. Record of Amendments & SI Incorporation

No.	Date	Detail	Initial
1	22/03/23	Inclusion of requirement to provide emergency procedures/risk assessment for operating under indemnity	TR
2	16/04/24	Amendment to notification periods (incorporation of SI 01 of 23). Minor amendments to wording in 4.1, 5.2 and 5.3.	TR

## 2. General

The purpose of this procedure is to outline the rules and regulations for all Operators and Pilots, authorised by Gloucestershire Airport Ltd, choosing to operate under the indemnity scheme. This procedure applies to both fixed wing and rotary aircraft.

## 3. Scope

The indemnity scheme enables Operators and Pilots to operate outside of Airport opening hours between the hours of sunrise and sunset, and not where visibility falls below the prescribed levels as detailed in section 5.3ii.

## 4. Procedure

4.1. All pilots wishing to operate under the scheme must ensure that the relevant documentation has been completed. All must complete the appropriate Indemnity Application Form (IAF01) in order to be eligible to operate under the scheme. A signed declaration and copy of the application form must be handed to the Landside Operations department along with a valid copy of all aircraft insurance that will be used under the indemnity scheme.

Operators are required to provide a copy of their own emergency procedures and/or risk assessment to cover their actions in the event of any incident while operating under indemnity or completing any training flight. As per 5.3iii below **no** Rescue and Firefighting services or accident/incident alerting services are available while operating under the scheme. Failure to provide all relevant documents will result in indemnity requests being refused.

4.2. A list of the guidelines for completion of the Indemnity Application Form (IAF01) are as follows:

- The indemnity scheme is only available to pilots based at Gloucestershire Airport.
- The Indemnity Application Form (IAF01) must be completed by an appropriate individual (Director/Owner) – It is the responsibility of the signee to ensure that all pilots are fully briefed on the requirements of the indemnity procedures.
- Terms and Conditions for operating under the indemnity scheme are listed further below in this procedure.

Indemnity is valid from 1<sup>st</sup> April until 31<sup>st</sup> March of each calendar year. A new application must be made thereafter to the Landside Operations Department and payment made as per Scale of Charges.

4.3. All Operators requiring to depart or arrive on indemnity must contact Landside Operations at the earliest convenience ahead of any planned indemnity movements. Notification of these movements will be as per the below time periods:

Time of flight	Notification period
Following Aerodrome closure	By 1700(L) on day of flight
Prior to Aerodrome opening	By 1700(L) day prior to flight
Any other periods	Minimum 30 minutes notice (during Landside Operations hours 0830-1930)

4.4. When notifying Landside Operations of Indemnity movements, these must either be by email or telephone and must provide the usual details of 'booking out' (call-sign, registration, POB etc.). Filing a flight plan does not automatically confirm an indemnity booking. Details of the flight must still be provided to Landside Operations.

- 4.5. Operators are to ensure that no indemnity movements are agreed within their organisation prior to contacting Gloucestershire Airport and receiving approval of their indemnity request.
- 4.6. Operators are to ensure that they are aware of the latest NOTAMS and AANs – Airport Advice Notices – this will include information about any airside work in progress that may cause restrictions to indemnity movements.

## 5. Rules for Indemnity Application

- 5.1. Operators and individual pilots may use Gloucestershire Airport for landing and taking off subject to the following conditions and subject to the Operator indemnifying Gloucestershire Airport Ltd. as hereinafter stated.
- 5.2. The Operator hereby agrees to comply with the following conditions when using the Airport outside the published licensed hours of operation:
  - i. That the aircraft will not be engaged on any flight requiring the use of a Licensed Aerodrome as defined and specified in CAP393 Air Navigation: The Order and the Regulations (as amended).
  - ii. That the aircraft will only be engaged on flights as defined within the Terms and Conditions of Use at Gloucestershire Airport, and the procedure as detailed in section 4.
  - iii. That only those aircraft listed on the application form and pilots with the allocated permissions will operate under indemnity.
  - iv. That all flights will be conducted in accordance with standard aviation practice and without prejudice to any provision set out in any relevant legislation in force at the time of the flight, and that the Code of Practice will be followed.
  - v. That all movements will be notified in advance to the Landside Operations department within the time schedules provided above (4.3). Actual landing and take-off times will be emailed to [vcr@gloucestershireairport.co.uk](mailto:vcr@gloucestershireairport.co.uk) no later than the end of the following day.
  - vi. That landing fees normally charged to the home-based aircraft movement will be applicable.
  - vii. That during periods where the opening hours of the airport have been extended, pilots can expect to operate under positive control for separation purposes.

**FAILURE TO NOTIFY INDEMNITY MOVEMENTS WILL RESULT IN THE REVIEW OF INDEMNITY PRIVILEGES FOR THE COMMANDER OF THE AIRCRAFT.**

- viii. That **no** movement will take place:
  - a. Between sunset and sunrise
  - b. During any other period of darkness created by any naturally occurring phenomena
  - c. Of an aircraft which is not equipped for, or is unable to maintain two-way R/T radio communication

- d. In the case of fixed-wing aircraft and helicopters within the 30 minutes immediately prior to the published opening time. The only exemptions are those Category A helicopter flights (departures from Heli-South only).  
An aircraft trying to meet a slot time during the 30-minute period may only depart having positively coordinated and agreed the requirement with ATC/RFFS. This is to ensure safety so that the aerodrome authority can undertake operational checks or carry out low visibility safeguarding when required.
- e. At such other times as specified by the Aerodrome Authority (i.e. due to scheduled works).
- ix. That the applicant is to insure against liability arising under Clause 5.4 hereof with an insurance office of repute, in accordance with minimum level of insurance specified by EC Regulation 785/2004, pertinent to the aircraft type; and to produce a current Certificate of Insurance upon signing hereof and thereafter when requested to do so by an Airport official for the time being at Gloucestershire Airport.

5.3. The Operator hereby understands, agrees, and accepts the following:

- i. That any consent may be withdrawn at any time, at the discretion of the Airport Authority.
- ii. That consent for indemnity is automatically withdrawn if;
  - a. Horizontal visibility is reduced to a state where sight of the upwind end of the departure runway and any and all required taxiway routing is not clearly visible (due to fog banks or patches, or any other meteorological conditions), or when the meteorological visibility is forecast, or observed, to approach 1500m and aerodrome safeguarding has been initiated.
  - b. There is a breach of any of the conditions as outlined above.
- iii. That outside the aerodrome operational hours, the following services will not be available:
  - Runway inspection
  - Wildlife control
  - Air Traffic Services
  - Provision of joining airways
  - Rescue and Fire Fighting
  - AGL
  - Navigation Aids
  - Fuel quality checks
  - Accident/Incident alerting (incident responders)
  - Civil contingency
  - Aircraft recovery
  - Overdue action
  - Briefing
  - Border Force/Customs
  - Meteorological information
  - Safeguarding – Cranes and or Drones

- iv. That only departures within the UK may take place. Not valid for destinations outside of the UK, flights to the Channel Islands, Northern Ireland, Republic of Ireland and the Isle of Man, except with UKBF approval and in compliance with any conditions attached.
  - v. That the Code of Practice to be followed is:
    - a) Standard Circuit Patterns shall be completed to the north of the airfield using the prevailing wind direction runway
    - b) Only runways 09 (left-hand circuit) and 27 (right-hand circuit) may be used
    - c) Circuit height 1000 feet (AGL)
    - d) All approaching aircraft are to join the circuit via the standard overhead join, or straight in approach to land.
    - e) In the case of rotary aircraft, all standard departures, and approaches, will be made using Heli-North or Heli-South. This is competed via the standard helicopter arrival (as per the AIP), remaining clear of the take-off and approach paths to runways 09 and 27 and not crossing runways 09 or 27 to make an approach.
    - f) Blind R/T transmissions are to be made on frequency 128.555 MHz, stating the pilot's intentions as applicable to each phase of the movement. This will include, but is not limited to: *taxiing, runway entry, departure and arrival, joining information, which runway or heli-pad is being used, position reports in the circuit and on the ground etc.*
    - g) Standard taxi routes should be used, however, aircraft may be required to backtrack the runway to the desired runway exit point.
    - h) The following types of flights are prohibited:
      - Circuits (Touch and Go's etc)
      - Simulated engine failures.
      - Glide approaches to land.
      - Simulated instrument approach procedures or instrument approaches.
      - Flights outside of the UK except with UKBF approval.
- 5.4. The Operator shall not make any claim against the Company and undertakes that it shall indemnify and hold harmless the Company against any legal liability for claims, suits, proceedings, actions, demands and damages, including costs and expenses incidental thereto, in respect of and against any loss, damage, injury or death suffered by any person, entity, group or organisations however so caused arising directly or indirectly from an act and/or omission of the Operator and/or arising directly or indirectly from the exercise or purported exercise, and/or performance of the Operator's rights under this Agreement, unless such loss, damage, injury or death is directly due to acts or omissions of the Company done with intent to cause loss, damage, injury or death or recklessly and with the knowledge that loss, damage, injury or death would probably result.