

# **Insurance Conditions & Confirmation For The Use Of Skyports London Heliport**

Operated by Skyports Infrastructure Limited Effective as of 30<sup>th</sup> May 2022

### 1 Introduction

Before using the Skyports London Heliport, the following must be completed, signed and returned together with copies of your Property, Third Party and Public Liability Insurance policies which must be valid at all times when using the Heliport. Furthermore, a copy of our insurance conditions must be forwarded to your insurers and they must be advised that Skyports Infrastructure Limited are named on your Third Party and Public Liability Insurance as an additional insured and that the relevant underwriters have agreed to waive subrogation rights against our company.

## 2 Declaration

| I have received a copy of this instruction and a copy of the Skyports London Heliport Insurance Conditions applicable to the use of the Skyports London Heliport and agree to comply with the instructions contained within these conditions. |       |  |
|---|-------|--|
| Signed:   | Date: |  |
| Print Name:   |       |  |
| Company:  |       |  |

### 3 INSURANCE CONDITIONS

# INSURANCE CONDITIONS APPLICABLE TO THE USE OF SKYPORTS LONDON HELIPORT INDEMNITY, INSURANCE AND OTHER OBLIGATIONS

- 3.0 The Customer shall indemnify and hold harmless Skyports Infrastructure Limited (**Company**) from and against any and all claims, losses, demands, actions and liabilities (including legal expenses) (**Claims**) which the Company may incur (directly or indirectly) as a result of the use of the Skyports London Heliport by the Customer at 188 Westferry Road including but without limitation Claims arising out of:
  - 3.1 Pilot error, or negligence, or willful misconduct, by the Customer or by its officers, employees, servants or agents (including helicopter pilots) or arising from any of the risks against which the Customer is obliged to effect insurance cover under these conditions;
  - 3.2 Any defect in any of the Customer's helicopters, plant or equipment;
  - 3.3 Any and all claims by the Customer's officers, employees, servants or agents (including helicopter pilots).
- 4.0 As a condition of use of the Skyports London Heliport, the Customer shall:
  - 2.1 Maintain with a reputable insurer third party and public liability insurance in respect of any helicopters using the Skyports London Heliport and of the use of such helicopters, for amounts and on terms which are prudent and adequate in all the circumstances and in any event for an amount of at least £10 million and against claims by passengers, crew, members of the public and/or the Company for death, personal injury and/or property damage (including damage to the Skyports London Heliport property);
  - 2.2 Maintain such employer's liability insurance as is required by law, regulations or orders;

- 2.3 Procure that the Company is named on the Customer's Third Party and Public Liability insurance policy as an additional assured, and that the relevant underwriters have agreed to waive subrogation rights against the Company;
- 2.4 Produce to the Company on demand at any time before any use of the Skyports London Heliport, originals or copies of the insurance policies above mentioned and written confirmation from the Customer's insurers of the matters referred to above.
- 5.0 The Customer shall warrant and undertake to the Company that:
  - 5.1 The Customer will be the legal owner of or otherwise be legally entitled to use any and all helicopters using the Skyports London Heliport, and shall hold all licenses, approvals, certificates and any other documentation required for the operation of any such helicopters and the flights of such helicopters to and from the Skyports London Heliport;
  - 5.2 Any and all helicopters using the Skyports London Heliport will be maintained in a fully safe and operational condition;
  - 5.3 Any and all pilots operating any helicopters using the Skyports London Heliport shall have the requisite licenses and authorisations for such operations from the Civil Aviation Authority and any other relevant body or organisation;
  - The Customer shall comply and ensure that their officers, employees, servants and/or agents (including helicopter pilots) shall comply with all statutory and other obligations relating to the possession and/or operation of any helicopters using the Skyports London Heliport;
  - 5.5 The Customer shall at regular intervals survey the Heliport to assess the access for both helicopters, passengers and cars and be satisfied with their safe suitability for the Customer's intended purpose;
  - 5.6 For the avoidance of doubt, nothing in these Conditions constitutes any attempt by the Company to exclude or limit its own or its agents', subcontractors' or employees' liability for negligence causing death or personal injury.

| I, the agent, owner or pilot of the helicopter(s) confirm I have received a copy of the Indemnity and Insurance and reference the use of the Skyports Infrastructure Limited property, understand its content and will conform to those rulings prior to and during the use of the Skyports London Heliport facility. |       |
|---|-------|
| Signed:   | Date: |
| Print Name:   |       |
| Company:  |       |
| Billing Address:  |       |
| Post Code:  |       |
| Telephone:  |       |
| Email:  |       |

**THIS COPY TO BE SIGNED AND RETURNED, BEFORE USING THE HELIPORT.** Together with a copy of your valid Third Party and Public Liability policy, and a copy of your instructions to your Insurers to name Skyports Infrastructure Limited on the policy.

Email: <a href="mailto:ops@skyportslondonheliport.co.uk">ops@skyportslondonheliport.co.uk</a>

Post: Skyports London Heliport, 188 Westferry Road, Isle of Dogs, London E14 3 RY

Telephone: +44 (0)203 302 0750

This signed copy will be valid for all your future movements on the understanding that your status and the status of your Company remains as described. Any change of status, including address changes, must be notified before making further use of the Heliport. We also require a copy of your valid Third Party and Public Liability policy, and a copy of your instructions to your Insurers to name Skyports Infrastructure Limited on the policy.