

Heathrow Airport Limited

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Heathrow Airport Limited Conditions of Use including Airport Charges from 1 April 2011

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HEATHROW AIRPORT CONDITIONS OF USE

This edition replaces the 1 April 2010 edition and is effective from 1 April 2011.

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1 These Conditions

- 1.1 These are the terms and conditions under which you use our Facilities and Services at the Airport. If you use our Facilities and Services in any way (including taking off and landing) you agree to be bound by these Conditions.
- 1.2 These Conditions take effect from the date of these Conditions and supersede all previous conditions.
- 1.3 Subject to any contrary requirement under Legislation, we may change, replace or waive any of these Conditions provided that we have consulted with you before we change or replace any conditions.

2 Information we require before you use our Facilities and Services

- 2.1 Before using our Facilities and Services at the Airport you must give us:
- (a) your name, address and contact details;
 - (b) evidence that you have obtained a slot or slots from ACL;
 - (c) evidence that you have a security programme that meets the requirements of our security arrangements and any relevant requirements of the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009);
 - (d) evidence that you have in place adequate (in our reasonable opinion) emergency procedures in connection with all potential threats to passengers, cargo and our Facilities and Services at the Airport at least to the standard required to comply with our Airport emergency procedures;
 - (e) the names, addresses, telephone numbers, facsimile numbers, email addresses and all other contact details of your key personnel (including the name of your nominated manager) that we can contact at any time about emergencies, security, operational or financial matters in connection with your use of our Facilities and Services at the Airport;
 - (f) evidence that you have in place adequate (in our reasonable opinion) arrangements to (i) facilitate passengers to contact you on a 24/7 basis and (ii) provide up-to-date information on your website;
 - (g) details of your ground handling arrangements for passengers and cargo;
 - (h) details of the contractual arrangements for the de-icing of your aircraft with an approved supplier;
 - (i) details of arrangements for the removal and/or recovery of stationary and/or disabled aircraft;
 - (j) details of the type, registration and MTOW of each aircraft which you intend to use at the Airport;
 - (k) a completed Credit Application form (see Schedule 2);

- (l) a completed Notification of Aircraft Details form (see Schedule 3) for all your General or Business Aviation and other non-regular public transport operations aircraft which are likely to be using our Facilities and Services at the Airport;
 - (m) details of the insurances you have in place in relation to aircraft operated by you; and
 - (n) evidence that you have in place adequate (in our reasonable opinion) disruption management and recovery procedures in connection with the effects of disruptive events at the Airport (including full or partial closure for any reason). In particular, such procedures shall cover (as appropriate) the provision to passengers of information, welfare, food, accommodation and re-ticketing arrangements and as a minimum shall be compliant with the terms of Regulation (EC) No 261/2004 (as amended, re-enacted or replaced from time to time).
- 2.2 If we are required to provide any of the measures referred to in clause 2.1(n) above due to your default all costs (internal and external) reasonably and properly incurred by us shall be fully rechargeable to you and shall be payable by you on demand.
- 2.3 You must provide us with the details of any changes to the information described in clause 2.1 within 30 days of such change.

3 Provision of information in relation to charges

- 3.1 This clause 3 applies where we require information from you for the purpose of calculating charges payable by you for your use of our Facilities and Services at the Airport.
- 3.2 If you use Facilities and Services that are subject to charges based on passenger numbers and aircraft movement under Schedule 5 of these Conditions, you must use your best endeavours to provide to us at the end of each day on which you use those Facilities and Services the following:
- (a) the number of Embarking Passengers on your aircraft operating at the Airport on that day;
 - (b) the number of Disembarking Passengers from your aircraft operating at the Airport on that day; and
 - (c) any further information and/or disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 5 including the information listed in Schedule 1.
- 3.3 Within 24 hours of each use of our Facilities and Services:
- (a) you must provide the information required under clause 3.2 if you have not already done so; and
 - (b) if you have provided to us information under clause 3.2 and you detect an error in that information, then you must provide to us the correct information.

You must, at the same time, provide to us an explanation of why the original information was incorrect. We will accept the later information as being correct unless we are not satisfied with the explanation provided to support the change.

- 3.4 You acknowledge that we will use the information you provide to us under clauses 3.2 and 3.3 for the purpose of calculating the charges payable by you for using our Facilities and Services at the Airport.
- 3.5 If you do not comply with clauses 3.2 and 3.3 in relation to the use of our Facilities and Services on a particular day, then you agree that we may charge you for use of our Facilities and Services on that day on the basis that each seat on the aircraft operated by you on that day was in fact occupied by a Passenger (other than a Transit Passenger or Transfer Passenger).
- 3.6 You acknowledge that we may verify from time to time information you have provided to us by means including:
- (a) reference to data collected by the CAA and HM Revenue and Customs; and
 - (b) directly counting passengers embarking or disembarking aircraft operated by you. You will use your best endeavours to assist us to identify the reason for any differences between the information provided by you under clause 3.2 and 3.3 and the information collected by us under this clause 3.6.
- 3.7 If, after the end of a Season, we ask you to do so, you must give us certified statements from your then regularly-engaged independent auditors verifying, for the Season just expired, the accuracy of the information you have previously given to us under this clause 3. You must give us the certified statements within 60 days of the date of our request. Your independent auditors who give us the certified statements must be members of or affiliated with an internationally-recognised, independent accounting firm.
- 3.8 For the purposes of this clause 3, 'Season' means, in each year:
- (a) for the Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October;
 - (b) for the Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.
- 3.9 You must permit us (or our agents or accountants), on reasonable notice and at reasonable times, to audit, at our expense, your records and systems which relate to the information you must give us under this clause 3 or have given us under any previous conditions governing the relationship between you and us.
- 3.10 If:
- (a) the certified statements provided under clause 3.7 disclose any error in the information you have given us under clauses 3.2 and 3.3;
 - (b) an audit by us under clause 3.9 discloses any error in the information you have given us under clauses 3.2 and 3.3, or

- (c) we agree that the information you have given us under clauses 3.2 and 3.3 was in error after we verify under clause 3.9,

we will invoice you for the difference between the charges actually paid to us and the charges which you should have paid to us but for the error (together with Higher Interest accrued on such unpaid amount, calculated on a daily basis from the date when such amount should have been paid until the date of payment (both dates inclusive)). We will issue our invoice, and you must Pay it, in accordance with clause 7.

- 3.11 If the extent of the error is such that the charges payable to us under clause 3.10 in respect of a particular Season are more than five per cent (5%) of the charges actually paid to us for that Season, then you must reimburse us for the cost of our audit under clause 3.9.
- 3.12 We will use our best endeavours to maintain the confidentiality of any information that you provide to us which you advise is commercially sensitive.

4 Information generally

- 4.1 Unless otherwise agreed with us in writing, any information which you are required to provide under these Conditions must be supplied in electronic format. To find out how to give us this information, see Schedule 4.
- 4.2 You must let us know as soon as practicable if there is any change to the information you have given us.
- 4.3 You must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between your Departure Control Systems (DCS) and us and:
- (a) take all reasonable steps to ensure that accurate data is contained within your central systems (including any websites) and the DCS at all times;
 - (b) ensure that in the event of flight cancellation, your DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to ACL as soon as reasonably possible after the cancellation is identified; and
 - (c) where you make any change to or replacement of your DCS that has a risk of impacting the wider airport community, you must notify us and the Heathrow Airline Operators Committee in advance.
- 4.4 You acknowledge that you have read and understood our Aerodrome Manual.
- 4.5 If you ask us, in writing, and subject to any express or implied confidentiality arrangements we may have with third parties (including the HM Government) or other need for confidentiality, we will give you details of:
- (a) our Airport Security Programme and other security arrangements that may apply from time to time;
 - (b) Airport emergency procedures;

- (c) Airport insurance policies; and
- (d) which of our Facilities and Services at the Airport are available for you to use.

4.6 We may charge reasonable fees for the supply of copies of the documents, policies, manuals and publications and for multiple copies of any other publications or information requested by you under these Conditions.

4.7 On an annual basis, we will send you an All Up Weight Return in respect of the aircraft which you operate at the Airport for the purposes of determining the charges to be paid according to Schedule 5. You are required to complete such return and send this to us by the date specified. If you do not submit this return by the date required, (without prejudice to our other rights) we reserve the right to calculate charges on the basis that the aircraft was classified in the Chapter 3 High Noise Category.

5 Using our Facilities and Services

5.1 When using our Facilities and Services at the Airport you must comply with:

- (a) all Legislation;
- (b) our Aerodrome Manual;
- (c) our Airport Security Programme;
- (d) these Conditions;
- (e) all payment requirements;
- (f) all obligations required of aircraft operators at the Airport as detailed within current and revised Operational Safety Instructions (OSIs);
- (g) other conditions, instructions, orders and directions necessary for the day to day operation of the Airport;
- (h) any local rules or guidelines made by the Heathrow Co-ordination Committee;
- (i) local flying restrictions and remarks as published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP); and
- (j) directions on security from the Department for Transport.

5.2 You must not do anything which puts us in breach of any Legislation, and you must reasonably co-operate with us in our provision of the Facilities and Services (including complying with our reasonable directions arising out of the use of our Facilities and Services).

5.3 You accept that:

- (a) you must not operate to or from the Airport without first obtaining a slot from ACL for the relevant period of operation;

- (b) access to our Facilities and Services is subject to the demands of other users of the Airport and other external events or circumstances such as weather or environmental conditions, industrial action or security threats; and
 - (c) use of the Airport is constrained by Legislation including that dealing with slot allocation and curfews.
- 5.4 You agree that if in our opinion you regularly or intentionally fail to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond your control, then having first given you an opportunity to make representations, we may adopt such measures as we deem appropriate to ensure that you adhere to your allocated slots. Such measures may include fining by ACL (under the Slot Sanctions Scheme - <http://www.acluk.org/slotSanctions.aspx>). We may prohibit you or certain of your services from the Airport for a fixed period of time and ACL may apply a financial sanction under the Misuse of Slots Enforcement Code (see www.acl-uk.org for details). If your services are prohibited from another airport owned by BAA Limited in accordance with the equivalent provisions of that airport's Conditions of Use you shall not without our express permission be relocated to the Airport.
- 5.5 If you operate General or Business Aviation or whole plane cargo services at the Airport without our prior permission during periods of peak congestion (as have been notified by National Air Traffic Services in the United Kingdom AIP or a subsequent supplement, for the Airport) you may be prohibited by us from operating during such periods of peak congestion for a minimum period of 30 days, unless in our opinion the aircraft was required to land at the Airport because of an emergency or other circumstance beyond your reasonable control.
- 5.6 If in our opinion you fail to comply with any of the requirements for operation contained in paragraph 1(f) or 1(g) of the AD 2.20 Local traffic Regulations section UK AIP, for reasons which are not beyond your control, then having first given you an opportunity to make representations, we may adopt such measures as we deem appropriate. Such measures may include prohibiting you or certain of your services from the Airport for a fixed period of time. If your services are prohibited from another airport owned by BAA Limited in accordance with the equivalent provisions of that airport's Conditions of Use you shall not without our express permission be relocated to the Airport.
- 5.7 You agree not to engage in any conduct or apply any policy, rule or restriction which would adversely impact our commercial position or that of our tenants, concessionaires, agents, Affiliates and/or other authorised Airport users.
- 5.8 At the Airport all independent ground handlers and airline self handlers are issued with a licence to operate. This licence contains mandatory performance standards to which the ground handlers must adhere. At the Airport there is a ground handling change approval process to which all ground handlers must adhere. Airlines and handlers need to allow sufficient time prior to the proposed operational start date at the Airport to allow for the full approval process to be accommodated. Further information on ground handling licences and the change approval process is available from us. You agree to procure that any ground handler which provides services to you at the Airport shall (in the performance of such services) obtain and comply with the terms of the ground handling licence (and the minimum standards of performance contained therein) issued by the Airport from time to time.

- 5.9 You should note that civil subsonic jet aircraft with a take off mass of 34,000kg or more (or with more than 19 passenger seats) operating to the UK are required to be certificated as Chapter 3 or Chapter 4 in accordance with the Aeroplane Noise Regulations 1999 as amended. Aircraft not meeting this requirement are prohibited from operating to any UK airport unless granted an exemption by the UK Civil Aviation Authority (see www.caa.co.uk/erg/avpolicy).

6 Common Facilities

- 6.1 At the Airport, where a single, shared departures lounge (Common Departure Lounge) for domestic and international passengers is in use, we will operate a biometric enrolment and validation system for persons travelling on flights departing to destinations in the United Kingdom. This is to mitigate any potential risk of persons entering the United Kingdom illegally.
- 6.2 You or your handling agent must use best efforts to inform* your domestic passengers that they will be required to enrol and validate their identity using such approved methods as are prescribed by us and notified to airlines in order to proceed beyond the ticket presentation point and subsequently to board their flight. Passengers who refuse to enrol and validate their identity will be refused entry beyond the ticket presentation point and will be unable to board their flight from the applicable terminal.
- 6.3 *As a minimum, you must state these Conditions on your website, and/or notify passengers at ticket points of sale within your control.

7 Charges and payment

- 7.1 You must Pay us charges for using our Facilities and Services at the Airport. You must also Pay for any supplies, services or facilities provided to you or to your aircraft at the Airport by or on behalf of the Airport at the charges determined by us.
- 7.2 The amount of charges you must Pay is set out in and/or calculated in accordance with Schedule 5.
- 7.3 All charges shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to us on demand and in any event before the aircraft departs from the Airport unless:
- (a) otherwise agreed by us (which agreement may be withdrawn at any time at our discretion); or
 - (b) provided in the terms for payment included in the invoice for such charges.
- 7.4 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to us as if no such tax or charge had been imposed. It is your responsibility to provide full remittance details of payments made to us. All remittances should be emailed to: **remittances@baa.com**
- 7.5 All sums payable to us are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.

7.6 If we cannot satisfy ourselves about your financial standing or you do not adhere to the payment terms, then we may ask you to supply us with a cash deposit or an unconditional bank guarantee in a form reasonably acceptable to us. This deposit or bank guarantee may be for an amount equal to our reasonable estimate of the airport charges you are likely to incur over a 3 month period.

7.7 If you fail to adhere to the payment terms on more than one occasion or your deposit/guarantee is exhausted then we may require you to Pay your charges weekly in advance.

8 Varying charges

Subject to this clause 8, we may vary any of the charges or the application of them at any time by giving you notice in writing before the variation becomes effective. We will consult with you in accordance with Legislation before giving such notice.

9 Payment default

9.1 All sums due which are not paid on the due date shall bear Interest, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).

9.2 Under the Civil Aviation Act 1982, we have the power to detain aircraft where default is made in the payment of airport charges. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the operator at the time the detention begins.

9.3 You shall not without our express written consent be entitled in respect of any claim you may have against us or otherwise to make any set off against or deduction from the charges provided for in these Conditions. You must pay such charges in full pending resolution of any such claim.

9.4 Subject to clause 9.3, any queries relating to invoices should be logged with the BAA Business Support Centre within 30 days of the invoice date. Contact numbers for the BAA Business Support Centre are shown in Schedule 4 and on our invoices and statements.

10 If you do not comply with these Conditions

Nothing in these Conditions shall be taken to confer a right for you to use the Airport without our consent and we reserve the right to withdraw such consent where you have breached these Conditions.

11 Moving aircraft

11.1 We may (subject to air traffic clearances and any operational guidelines issued by us for the use of our Facilities and Services) order you to:

- (a) move an aircraft to another position at the Airport; or
- (b) remove an aircraft from the Airport

at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.

- 11.2 If you do not comply with the order referred to in clause 11.1 within the specified time, you will be liable to a special charge, equivalent to eight times the standard parking charges set out in Schedule 5, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired. As a measure of last resort, we may move or remove the aircraft in accordance with the procedures at Schedule 6 and:
- (a) you must Pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and
 - (b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with the order referred to in clause 11.1.

12 Services we do not provide

We do not provide:

- (a) en-route services;
- (b) meteorological services;
- (c) quarantine waste disposal; or
- (d) apron and ground handling services other than allocating aircraft parking bays.

Our charges do not include fees for these services or fees for anything we provide outside the scope of these Conditions.

13 Liability

- 13.1 **For the purposes of this clause, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.**
- 13.2 **Subject to clause 13.3, to the extent permitted by law neither we nor our employees, servants, agents, sub-contractors or Affiliates shall have any liability to you or be obliged to indemnify you in respect of any actual or expected indirect or consequential losses, loss of profits, loss of revenue, loss of goodwill, loss of opportunity, or loss of business, increased costs or expenses or wasted expenditure or any other injury, loss, damage, claim, cost or expense caused (or to the extent caused) by any act, omission, neglect or default of ours or our employees, servants, agents, sub-contractors or Affiliates.**
- 13.3 **Nothing in this clause 13 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of us, our employees, servants, agents, sub-contractors or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from our act or omission done either with intent to cause damage or recklessly and with knowledge that damage would probably result.**

- 13.4 Each part (including a sub-clause or part thereof) of this clause 13 shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect.**

14 Disputes

Without prejudice to our rights under (i) these Conditions; and (ii) law, if there is a genuine dispute between us, then:

- (a) you must write to us by email within 30 days of the matter arising providing particulars of the reasons for the dispute together with supporting evidence; and
- (b) within 30 days of receipt of your email raising the dispute, we will discuss the matter with you and attempt to resolve the dispute.

All emails raising disputes should be submitted to:

BSC-Disputes-Management@baa.com

15 Entire agreement

- 15.1 These Conditions (together with the documents referred to herein):

- (a) constitute the entire agreement between the parties as to their subject matter; and
- (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and, without prejudice to the generality of the foregoing, exclude any prior condition, warranty, indemnity, commitment, representation imposed, given or made by a party, or other undertaking implied at law or by custom, usage or course of dealing, other than as expressly set out in these Conditions.

- 15.2 You have not relied upon any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in these Conditions.

- 15.3 Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, and subject to clause 13 of these Conditions, the only rights or remedies you have in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in relation to these Conditions are pursuant to these Conditions.

16 Notices and jurisdiction

- 16.1 Where you are resident outside of England and Wales, you shall provide us with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on your behalf. A notification of an agent under this Condition shall be irrevocable unless replaced by another agent resident in England and Wales and notified to us in writing. You will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.

- 16.2 We shall communicate with you with respect to these Conditions in writing and send communications to the address in England and Wales provided under clause 16.1, or to your registered office where you are resident in England and Wales, by pre-paid first class post or registered mail or facsimile transmission or email. Any notice shall be deemed to have been served:
- (a) if delivered by hand, at the time and date of delivery;
 - (b) if sent by first class post, 48 hours from the date of posting;
 - (c) if sent by registered mail, on such date as evidenced by postal receipt;
 - (d) if sent by e-mail, if the e-mail is sent on a Business Day before 14:30, on that day; or in any other case, on the next Business Day after the day on which it was sent.
- 16.3 Nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.
- 16.4 Whatever your nationality or domicile, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and Wales and shall in all respects be construed and interpreted in accordance with the law of England and Wales and you and we hereby submit to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).

17 Meaning of words and interpretation

- 17.1 In these Conditions the following words shall mean:

ACL means Airport Coordination Limited.

Affiliate means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

All Up Weight Return means the return described in clause 4.7.

Aircraft's Ascertained NOx Emission means the product of the Engine NOx Emission as set out in the Emission Database and based on the number of engines on the aircraft.

Airport means Heathrow Airport, the aerodrome 12 NM west of London (Charing Cross) as described in Schedule 1 of CAA Aerodrome Licence No. P527.

Aerodrome Manual means our manual, required under the Civil Aviation Act 1982 and the Air Navigation Order 2005 (as amended) and our Aerodrome Licence, about operating aircraft and facilities at the Airport, as amended from time to time.

Air Operator's Certificate means the certificate of that name issued under Part 2 of the Air Navigation Order 2005 (as amended).

Airport Security Programme means our programme, required under the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009), that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport, as amended from time to time.

Business Day means any day which is not a Saturday, Sunday or public holiday in England.

CAA means the Civil Aviation Authority of the United Kingdom.

Certificate of Registration means for an aircraft the certificate of registration issued by the CAA under the Air Navigation Order 2009 (as amended).

Disembarking Passengers means all passengers on board an arriving aircraft. This includes Transit Passengers, Transfer Passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.

Embarking Passengers means all passengers on board a departing aircraft. This includes Transit Passengers, Transfer Passengers, Infants and Positioning Crew, but excludes Operating Crew.

Emission Database means the database maintained by HAL of Engine NOx Emission of aircraft operating at the Airport as based on your notification under clause 2.1(l).

Engine NOx Emission means the figure expressed in kilograms for emissions of Oxides of Nitrogen for the relevant engine derived from ERLIG recommended sources and which in the case of Jet aircraft engines of 26.7n thrust or more are based on the standardised ICAO landing and take off cycle as set out in ICAO Annex 16 Volume II published in Document 9646 AN1943 (1995) as amended.

European Destinations means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom.

Facilities and Services means the aircraft movement, passenger processing and other general facilities and services provided by us to you except to the extent that those facilities and services are provided to you under a separate contract, lease, licence or other authority from us.

General or Business Aviation means any air traffic not falling into any of the following categories:

- (a) 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;
- (b) 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; or
- (c) Regular Public Transport Operations.

HAL means Heathrow Airport Limited (Company No. 01991017).

Heathrow Co-ordination Committee means the committee representing airlines' interests in slot coordination matters including capacity assessment, monitoring and slot allocation.

Higher Interest means Interest plus 2%.

Infant means a child less than two years of age who has not paid to occupy a seat on an aircraft.

Interest means a rate of interest per annum which is 3% higher than the Bank of England base rate, or 8% per annum, whichever is higher.

Legislation means all Acts of Parliament, regulations, rules, orders, byelaws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or aircraft using it.

Maximum Total Weight Authorised or MTOW 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.

Noise Category means noise charging categories set out in Schedule 5 which are based on a combination of the cumulative noise reduction from ICAO Chapter 3 standards and the ACI noise index categories.

Operating Crew means your employees operating as flight or cabin crew on an arriving or departing aircraft.

Passenger means an occupant of an aircraft of any age, not being Operating Crew or Positioning Crew.

Passenger Terminal Area means stand numbers 101 to 596 inclusive.

Pay means deposit cleared funds into our bank account nominated from time to time by us.

Positioning Crew means your flight and cabin crew, other than Operating Crew, arriving into, or departing from, the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.

Regular Public Transport Operations or **RPT** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.

Relevant Industry Bodies means a body listed or described in Schedule 7.

Transfer Passenger means a passenger arriving at and departing from the Airport on a different aircraft or on the same aircraft under a different flight number, whose main purpose for using the airport is to effect a transfer on a single ticket within 24 hours.

Transit Passenger means a passenger arriving at the Airport on a through flight and subsequently leaving the airport on the same aircraft or on a replacement aircraft (used following a breakdown of the former) within 24 hours on a single ticket.

we or **us** or **our** means Heathrow Airport Limited (Company No. 01991017) and includes our Affiliates, successors and assigns.

you or **your** means, in the case of RPT aircraft, the holder of the Air Operator's Certificate at the time our Facilities and Services at the Airport are used or in the case of General or Business Aviation and other non-regular public transport operations aircraft, the person who is identified as "Owner" in the Notification of Aircraft Details form or, if no one is so identified, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport are used, and includes your executors, administrators, successors and assigns.

- 17.2 The singular includes the plural and the plural includes the singular.
- 17.3 If you consist of more than one person or company, then each person or company is jointly and severally liable under these Conditions with each of the others.
- 17.4 Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 17.5 If any clause (or part thereof) of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of these Conditions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

SCHEDULE 1

Information Requirements

1. Data requirements

1.1 If you are subject to charges under Schedule 5, you must provide the following complete and accurate information pursuant to clause 3.2 and/or 3.3 of these Conditions:

- (a) the number of all Embarking Passengers (including children and Infants) on your aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
- (b) the number of all Disembarking Passengers (including children and Infants) on your aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
- (c) the total number of Passengers, Transfer Passengers and Transit Passengers (including children and Infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport;
- (d) fleet details including the MTOW in respect of each aircraft owned or operated by you;
- (e) details of the Engine NO_x Emissions and engine specifications in respect of each aircraft owned or operated by you;
- (f) details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by you;
- (g) your name and postal address, email address, phone and fax numbers, IATA/ICAO prefix and SITA address;
- (h) aircraft registration (including aircraft substitutions);
- (i) variations to schedule (including flight number, aircraft type, route and scheduled time of operation);
- (j) estimated times of operation;
- (k) scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 hours;
- (l) actual times on and off stand;
- (m) stand departure delays greater than 15 minutes;
- (n) flight plan call signs;
- (o) turnaround linked flight numbers and registrations (including changes); and

(p) an Estimated Departure (ED) time to an accuracy of +/- 5 minutes.

1.2 The following data is also required:

- (a) advance passenger details – forward booking information;
- (b) baggage information messages (BIM's): BTM, BSM, BPM, BUM, BNS, BCM;
- (c) automated message confirming loading of baggage at its point of reconciliation; and
- (d) misconnected baggage information – MSF world tracer report.

1.3 The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	ADHOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
BIM	BAGGAGE INFORMATION MESSAGE	IATA RP	1745
MSF	WORLD TRACER FAULT STATION LOG		
PAL	PASSENGER ASSISTANCE LIST	IATA AHM	
CAL	CHANGE ASSISTANCE LIST	IATA AHM	

1.4 Our IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	011
Form of INTERLINE BAGGAGE TAG	IATA RES	740

1.5 For the Airport, messages should be sent as follows:

Address LHRBAYA	MVT, LDM, SLS, DIV, ASM
Address LHRTP7X	PTM, MSE, PSM and forward booking information
SITA MDS (Message Distribution Service)	all Baggage Information Messages (BIM's)

1.6 We expect airlines to start to follow the messaging process as specified in IATA RP1800 where possible.

2 Airport – Collaborative Decision Making (A-CDM)

2.1 A-CDM at the Airport is a joint initiative between aircraft operators, ground handlers, NATS and HAL. The key aim of the project - which is supported by EUROCONTROL - is to facilitate the sharing of operational data to allow better informed decisions to be made. In particular, it aims to optimise the turn round process to ensure the best possible coordination of resources.

- 2.2 A-CDM specifically depends on accurate and prompt updates to the Target Off Block Time (TOBT) which is the time an aircraft expects to be ready to leave the stand. You must update TOBTs for any changes of +/- 5 minutes or greater either directly or via your appointed ground handling provider in a timely manner by sending a standard IATA departure message e.g. ED message.
- 2.3 From 20 minutes before departure Air Traffic Control use TOBTs to assign each flight a Target Start Up Approval Time (TSAT). This is the time that an aircraft can expect to receive a start up approval taking into account the TOBT and overall traffic situation. When looked at all together TSATs provide an optimised pre-departure sequence. The TSAT recalculates regularly and is updated as revisions are made to the TOBT.
- 2.4 The existing requirement to update the Estimated Off Block Time to +/- 15 minutes remains. For more details on A-CDM refer to the BAA website (www.heathrowairport.com/airside).

SCHEDULE 2**Credit Application**

Applicant

Trading name: _____

Business address: _____

Postal address: _____

Telephone: _____ Fax: _____

Registered Company Number: _____

Type of business: _____ Years trading: _____

Bank: _____ Branch: _____

Contact person: _____ Telephone: _____

If a sole trader

Full name: _____

Date of birth: _____

Residential address: _____

If a partnership

Full names of all partners

Address

Date of Birth

If a limited partnership

Name of partnership: _____

Registered Partnership Number: _____ Date of Registration: _____

Residential office address: _____

Full names of all directors

Address

Date of Birth

Trade references (minimum of 3 trading accounts)

Name Telephone

Credit limit required £ _____

DATA PROTECTION ACT ACKNOWLEDGMENT AND CONSENTS**1. Acknowledgment**

The applicant(s) acknowledge(s) that HAL has informed me/us in accordance with the Data Protection Act 1998 that certain items of personal information about me/us contained in this application or which may be subsequently obtained by HAL may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my / our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit at least 60 days overdue, discharges, cheques twice dishonoured and serious credit infringements.

2. Consent

I/we consent:

- (a) to HAL obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of HAL:

- (i) collecting overdue payments in respect of commercial credit provided to me/us;
 - (ii) assessing my/our application for commercial credit on an on-going basis; or
 - (iii) assessing my/our application for consumer credit;
- (b) to HAL's nominated trade insurer (if any) obtaining from a credit reporting agency a credit report containing personal information about me/us to assess the risk of providing insurance to HAL in relation to my/our application for commercial credit with HAL; and
- (c) to HAL giving and seeking from any credit provider named in this application for credit or in a credit report issued by a credit reporting agency information about my/our credit arrangements, including any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other.

Signature
Printed name
Position
Date

SCHEDULE 3**Notification of Aircraft Details**

Aircraft Registration: _____
 Aircraft Type: _____

Certificate of Registration Holder:
 Name: _____
 Address: _____
 Contact number: _____

Owner: (if different to C of R holder)
 Name: _____
 Address: _____
 Contact number: _____

Airline:
 Name: _____
 Address: _____
 Contact number: _____

Effective Dates of Operation:
 From: _____
 To: _____

Certified Noise Levels (EPNdB)
 Flyover _____
 Lateral _____
 Approach _____

Certified Maximum Take Off Weight (tonnes) _____
 Engine Specification _____
 Number of Engines _____

Percentage compliance CAEP Emission Standard
 CAEP 4 _____
 CAEP 6 _____

Signature of person completing the form

 Please identify by circling whether you are the
 C of R Holder / Owner / Airline

SCHEDULE 4

Contact information

Email

Unless otherwise agreed in writing, all information required by these Conditions or requests pursuant to these Conditions should be supplied electronically.

The relevant email addresses for communications are as follows:

General matters

bsc_reg_accounts@baa.com

Payment and delivery information or questions

bsc-traffic_charges@baa.com

Disputes

BSC-disputes-management@baa.com

Remittances

remittances@baa.com

Telephone

For all questions regarding these Conditions, please contact the BAA Business Support Centre in the first instance on the following number:

+44 (0)141 585 6000

Post

Our address for service of notices is as follows:

Heathrow Airport Limited
Compass Centre
Nelson Road
Hounslow
Middlesex TW6 2GW

Attention: Commercial Director

The above address is also HAL's registered office.

SCHEDULE 5

Charges effective from 1 April 2011

1. Landing Charges

This charge is based on the Maximum Total Weight Authorised and Engine NOx Emissions and noise certification values for sideline, flyover and approach for all flights.

1.1 Noise Charges

Noise Charging Categories						
Helicopters	£650.00					
Fixed wing aircraft not exceeding 16 metric tonnes	£1,637.35					
	Chapter 2	Chapter 3 High	Chapter 3 Base	Chapter 4 High	Chapter 4 Base	Chapter 4 Minus
Fixed wing aircraft exceeding 16 metric tonnes – outside Night Period	£4,912.05	£4,912.05	£1,637.35	£982.41	£818.68	£491.21
Fixed wing aircraft exceeding 16 metric tonnes – Night Period	£12,280.13	£12,280.13	£4,093.38	£2,456.03	£2,046.70	£1,228.03

Qualification criteria for noise categories								
Criteria to be met concurrently	Chapter 3 High (includes non Chapter 3)		Chapter 3 Base	Chapter 4 High	Chapter 4 Base	Chapter 4 Low		
	Chapter 4 certification or equivalent	NO	NO	NO	YES	YES	YES	YES
Cumulative EPNdB reduction from ICAO Chapter 3 standard of at least*:	Less than 0	0 or more	5 or more	10 or more	15 or more	20 or more	25 or more	30 or more

*This represents the sum of the differences between the certified noise values for a particular aircraft registration at the three monitoring points (Flyover, Sideline and Approach) and the Chapter 3 limits at these points.

Night Period: Between 00:00-03:29 UTC (GMT) 1 April to 31 October, and 01:00-04:29 UTC (GMT) 1 November to 31 March, Noise Charges are 2.5 times the normal charges in the Night Period.

If you operate aircraft departures which infringe noise thresholds or if you flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPRs) prescribed for the Airport, both as measured by the noise and track monitoring system operated by us, you may be subject to supplemental charges promulgated in directions published by us.

1.2 Emissions Charges

In addition to the Noise Charges, a NOx emission charge is payable on each landing by a fixed wing aircraft over 8,618kg. The charge per kg of NOx is calculated on the Aircraft's Ascertained NOx Emission.

Emissions charge per kg of NOx	£6.09
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1.3 Air Navigation Charges (ANS)

In addition to the Noise and Emissions charges, an Air Navigation Services (ANS) charge is payable on landing as follows.

Charge per Landing	£75.61 plus
Charge per metric tonne	£1.03

2. **Departing Passenger Charges**

2.1 The charge per departing Passenger (other than Transfer Passengers or Transit Passengers) is:

European Destinations	£21.80
Other Destinations	£30.63

2.2 The charge per departing Transfer Passenger or Transit Passenger is:

European Destinations	£16.35
Other Destinations	£22.97

See clause 17.1 for the meaning of European Destinations. Destinations not designated as European Destinations will be subject to the Other Destinations charge.

2.3 Remote stand rebate per Passenger is: £4.08

The remote stand rebate applies per Passenger for scheduled flights arriving or departing from a stand which has been designated as remote by us. Such rebate will not apply to the extent that it reduces the charges on departing Passengers to below the level of the relevant minimum charge on departure.

2.4 There is a minimum charge on departure for all flights leaving the Airport.

Minimum charge for departure is:	£650.00
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3. Parking Charges

- 3.1 The standard charges for parking aircraft will be based on its Maximum Total Weight Authorised.

Charge per quarter hour or part thereof for time is:	£3.38; plus
Charge per quarter hour or part thereof per metric tonne is:	5.3 pence

These charges will apply whilst the aircraft is parked on areas designated as Airport parking areas, whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.

- 3.2 Parking is free between the hours of 2200 and 0559 UTC (GMT) from 1 April to 31 March.
- 3.3 For occupation of a pier served stand in the Passenger Terminal Area between 07:00 and 12:29 UTC (GMT), 1 April to 31 October, each minute will count as three minutes. At all other times the standard charge will apply.
- 3.4 Parking on a stand within the Passenger Terminal Area is restricted to a maximum of 24 hours. You shall remove your aircraft from the Passenger Terminal Area after an accumulated 24 hours, irrespective of any repositioning within the Passenger Terminal Area. Failure to do so will render you liable to a special charge, equivalent to eight times the standard parking charges set out in this Schedule 5, for every hour or part of an hour during which the aircraft occupies a stand within the Passenger Terminal Area after the accumulated 24 hours until it departs from the Airport.
- 3.5 Parking charges will accrue immediately after landing subject, at our discretion, to a taxi time allowance of 8 minutes.

4. Policing

Where any flight imposes an additional policing requirement over and above the services normally provided at the Airport, you shall be required to Pay the costs reasonably and properly incurred by us.

5. Tariffs General Notice

At the Airport the relevant charges for electricity, fixed electrical ground power, water and sewerage, low temperature hot water, domestic hot water, chilled water, gas, staff ID cards and vehicle apron passes, staff car parking, baggage, check-in desks and common use self service (CUSS), airside licences, airport waste services, pre conditioned air and passengers with reduced mobility as set out in the most recent Tariffs General Notice are payable.

See for example:

<http://www.heathrowairport.com/assets/Internet/Heathrow/Heathrow%20downloads/Satic%20files/General Notice tariff 11-12.pdf>

6. Rebates

- 6.1 We have the discretion to grant a 100% rebate of the charge on landing of aircraft positioning empty of Passengers for RPT. This rebate will not be granted on flights resulting from a diversion because of bad weather. Prior written application for permission to make the flight and for the grant of the rebate must be made to us (via the email specified in Schedule 4) before a landing is to be made.
- 6.2 Our Commercial Director has the discretion to abate or waive landing, departing passenger or parking charges for any category of traffic they may specify from time to time.

SCHEDULE 6

Procedure for moving/removing Aircraft by HAL

In the event that we are required to move/remove an aircraft as a result of a failure by you to comply with an order issued to you under these Conditions:

1. We will, where applicable, follow the procedures for the recovery of disabled aircraft set out in our Aerodrome Manual and other relevant operational instructions.
2. In other cases, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
 - (a) that we intend to move/remove the aircraft;
 - (b) of the proposed location to which the aircraft is to be relocated;
 - (c) of the means by which we intend to move/remove the aircraft; and
 - (d) of any conditions which may apply to your recovery of the aircraft.
3. In the event that the notice referred to in paragraph 2 is not practicable we will notify you, as soon as possible:
 - (a) that we have moved/removed the aircraft;
 - (b) of the location to which the aircraft has been moved; and
 - (c) of any conditions which may apply to your recovery of the aircraft.

SCHEDULE 7

Relevant Industry Bodies

Industry bodies referred to in this document include:

- Heathrow Airline Operators Committee
- Heathrow Airport Users Committee
- International Air Transport Association
- Board of Airline Representatives in the United Kingdom (BARUK)
- British Air Transport Association (BATA)
- London Airports Consultative Committee (LACC)

and any other organisation that we agree, in writing, is to be considered an industry body for the purposes of these Conditions.