Heathrow Airport Limited Conditions of Use including Airport Charges from 1 January 2027

Issued: 29 October 2026

Status: Final

Heathrow Airport Limited, Company Number: 01991017
Registered Address: The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW

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Background

Heathrow Airport Limited (company number 01991017) ("**Heathrow**") is the Airport Operator of London Heathrow Airport (LHR) (the "**Airport**") and this document sets out the contract terms which apply as between Heathrow and every aircraft operator/Airport User, for each use of the Airport facilities and services. These Conditions of Use apply to each use of the Airport for any civil aviation operations, including but not limited to: Commercial Air Transport, General Aviation, and Aerial Work (as defined by ICAO)[1], using any of any kind of aircraft, including but not limited to, aeroplanes and helicopters. These Conditions of Use also apply to any other type of aviation operations at the Airport.

Heathrow is subject to economic regulation by the Civil Aviation Authority of the United Kingdom (the "**CAA**"), and Heathrow's economic licence (as updated from time to time) is available on the CAA's website[2] (the "**Licence**"). Amongst other matters, the Licence:

- sets a price control condition, setting rules for the calculation of the maximum allowable yield (see Part C of the Licence);
- sets a scheme of Measures, Targets and Incentives (the "**MTI Scheme**") for the current regulatory period. The MTI Scheme sets out target service delivery/quality levels for certain Airport facilities and services and an associated scheme of rebates or bonuses calculated by reference to performance metrics (see Part D1 and Schedule 1 of the Licence).
- designates certain Airport facilities and services as "Specified Facilities" and subject to "Other Regulated Charges" (the "**ORCs**") (see Part C2 of the Licence). ORCs are subject to an individual governance regime, set out in the ORC Protocol.[3]

Operative Provisions

1. These Conditions

1.1. These are the terms and conditions under which the Airport User uses Heathrow's Facilities and Services (the "**Conditions**").

1.2. These Conditions replace the Conditions of Use dated 1 January 2026 and take effect from **1 January 2027**. These Conditions supersede all previous terms and conditions relating to use of the Airport and its Facilities and Services.

1.3. If the Airport User uses Heathrow's Airport Facilities and Services in any way (including, but not limited to: taking off, landing, parking, accessing Airport land and/or carrying out any activities on Airport land), the Airport User agrees to be bound by these Conditions and the Airport User will continue to be bound by them (as amended or replaced from time to time) from their first use of Heathrow's Airport Facilities and Services.

[1] This includes but is not limited to: scheduled and non-scheduled passenger services, cargo services, and general and business aviation – as defined in Annex 6 of the International Convention on Civil Aviation (Chicago Convention): https://www.icao.int/publications/pages/doc7300.aspx

[2] https://www.caa.co.uk/commercial-industry/airports/economic-regulation/licensing-and-price-control/economic-licensing-of-heathrow-airport/

[3] As provided by Heathrow to Airport Users, finalised following consultation in accordance with the Licence.

1.4. A copy of these Conditions was provided to the Airport User following consultation and/or is made available on Heathrow's website.

1.5. Subject to any contrary requirement under Applicable Law, Heathrow may change, replace or waive any of these Conditions, provided that Heathrow has consulted with the airline community at the Airport in advance of changing or replacing any of these Conditions.

2. Definitions and Interpretation

2.1. For the purposes of these Conditions, the following expressions shall have the meanings given below, unless the context requires otherwise:

ACL means Airport Coordination Limited.

Aerodrome Manual means Heathrow's manual, required under the Civil Aviation Act 1982 and the Air Navigation Order 2016 (as amended, consolidated, re-enacted or replaced from time to time) and Heathrow Aerodrome Licence, about operating aircraft and facilities at the Airport, as amended from time to time.

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).

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.

Airline Passenger Welfare Protocol means the rules of conduct set out in Schedule 9 which confirms Heathrow expectations of the assistance and welfare that Airport Users using the Airport will provide to their passengers during times of disruption, as amended from time to time.

Airport means London Heathrow Airport (LHR), the aerodrome 12 NM west of London (Charing Cross) as set out in the plan included in The Heathrow Airport - London Byelaws 2014 (as amended, consolidated, re-enacted or replaced from time to time).

Airport Security Programme means Heathrow's 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.

Airport User or *Airport Users* means, in the case of RPT aircraft, the holder of the Air Operator's Certificate at the time Heathrow 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 Heathrow's Facilities and Services at the Airport are used, and includes the Airport User's executors, administrators, successors and assigns.

Air Operator's Certificate means the certificate of that name issued under the Air Navigation Order 2016 (as amended, consolidated, re-enacted or replaced from time to time).

AOC means the Heathrow Airline Operators Committee, registered company number 07095672.

AOL means an Airside Operations Licence, issued by Heathrow from time to time.

Applicable Law means all UK 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. For the avoidance of any doubt, this includes legislation that forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Business Day means any day which is not a Saturday, Sunday or public holiday in England or any day (excluding Saturday) on which UK banks generally are open for the transaction of normal banking business.

CAA means the Civil Aviation Authority of the United Kingdom.

Cargo means any goods carried on an aircraft and covered by an air waybill, including mail.

Category 1 Waste means Category 1 material waste as defined in EC Regulation 1069/2009 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced from time to time) and includes but is not limited to international catering waste, and specified animal by-product material.

Certificate of Registration means for an aircraft, the certificate of registration issued by the CAA under the Air Navigation Order 2016 (as amended, consolidated, re-enacted or replaced from time to time).

Certification Noise Levels means the noise levels provided in the noise certification documentation issued for an aircraft in accordance with ICAO Annex 16 Vol 1, Attachment G - Guidelines for the Administration of Noise Certification Documentation.

Confidential Information means all information of a confidential nature relating to the Airport User's or Heathrow's business and/or operations (whether such information is disclosed in writing, by delivery of items, orally, by visual presentation, by means of providing access to such information (when, for example, the information is contained on a database) or otherwise) including but not limited to any such information which is commercially sensitive or price sensitive.

Conditions means these Conditions of Use which set out the terms and conditions under which the Airport User uses Heathrow's Facilities and Services.

Connected Airport User Systems means the information systems, networks, software, devices, data and services operated by or on behalf of an Airport User (including by third parties engaged by it) that connect to or interface with Heathrow Systems or Shared Operational Infrastructure, or that support the Airport User's operations at the Airport.

Common Travel Area Destination means Ireland, the Bailiwick of Jersey, the Bailiwick of Guernsey and the Isle of Man.

Cyber Security Incident means any actual or suspected occurrence that compromises, or is reasonably likely to compromise, the confidentiality, integrity, availability, security or resilience of any information system, network, software, device, data or information, or service, including but not limited to any unauthorised access to, acquisition, use, disclosure, alteration, corruption, loss, destruction, compromise or unavailability of any information system, network, software, device, data or service, any malware infection, ransomware attack, denial-of-service attack, security breach or other cyber security event.

Cyber Security Legislation means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to cyber security, network and information systems, and/or critical infrastructure protection in force from time to time to which the Airport User or Heathrow are subject, including the Network and Information Systems Regulations 2018.

Data Protection Legislation means (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data, privacy and/or electronic communications in force from time to time to which the Airport User or Heathrow are subject, including the Data Protection Act 2018 and the UK GDPR as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) any code of practice or guidance published by the Information Commissioner's Office from time to time.

DCS means airline departure control system.

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

Domestic Destination means England, Wales, Scotland and Northern Ireland.

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

Emission Database means the database maintained by Heathrow of Engine NOx Emissions of aircraft operating at the Airport as based on the information obtained from the ICAO Aircraft Engine Emissions Databank. For aircraft where the relevant engine is not contained in the ICAO Aircraft Engine Emissions Databank, Heathrow will use the data set out here: https://www.bazl.admin.ch/en/engine-emissions. If the relevant engine is not listed therein, and has not been provided by the Airport User, the value(s) used shall be that as determined at Heathrow's sole discretion (acting reasonably).

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 or replaced from time to time. For aircraft where the relevant engine is not contained in the ICAO Aircraft Engine Emissions Databank, Heathrow will use the data set out here: https://www.bazl.admin.ch/en/engine-emissions. If the relevant engine is not listed therein, and has not been provided by the Airport User, the value(s) used shall be that as determined at Heathrow's sole discretion (acting reasonably).

Engine Carbon Emission means the figure expressed in kilograms for emissions of Carbon Dioxide for the relevant engine. It is calculated using the "Fuel LTO Cycle (kg)" value stated in column "CD" of the ICAO landing and take-off cycles emissions databank[4] multiplied by 3.16, which is the conversion rate from kerosene to carbon. For aircraft where the relevant engine is not contained in the ICAO Aircraft Engine Emissions Databank, Heathrow will use the data set out here: https://www.bazl.admin.ch/en/engine-emissions. If the relevant engine is not listed therein, and has not been provided by the Airport User, the value(s) used shall be that as determined at Heathrow's sole discretion (acting reasonably).

ERLIG means Emissions Related Landing Charges Investigation Group.

European Destinations means Albania, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic (Czechia), Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Moldova, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, Common Travel Area Destinations and Domestic Destinations.

Facilities and Services means the aircraft movement, passenger processing and any other supplies, facilities and services provided by or on behalf of Heathrow to the Airport User or to the Airport User's aircraft at the Airport (including but not limited to facilities and services of the type referred to in the Civil Aviation Act 2012 or Civil Aviation Act 1982 as being provided by an airport operator or aerodrome operator) except to the extent that those facilities and services are provided to the Airport User under a separate contract, lease, licence or other authority from Heathrow.

General or Business Aviation means any air traffic not falling into any of the following categories: (i) any traffic engaged on the King'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; (ii) 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 (iii) Regular Public Transport Operations.

[4] https://www.easa.europa.eu/en/domains/environment/icao-aircraft-engine-emissions-databank

GOL means a Ground Operations Licence, issued by Heathrow from time to time.

Groundhandler means either (i) a person who provides Groundhandling Assistance to an airline, or (ii) a self-handling airline who provides its own Groundhandling Assistance.

Groundhandling Assistance means a service provided to an airline or by a self-handling airline, as set out in the Airports (Groundhandling) Regulations 1997/2389 which implement EC Directive 96/67/EC on access to the groundhandling market at Community airports (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced from time to time).

GSE means ground service equipment.

HAZCHEM means hazardous goods or chemicals which require and/or carry a HazChem sign, mark or indication.

Heathrow means Heathrow Airport Limited (Company No. 01991017), which has its registered office at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW, and includes Heathrow's Affiliates, successors and assigns.

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

Heathrow Notices means all instructions, notices and directions issued by Heathrow from time to time. These include, but are not limited to, the Tariffs General Notice, other general notices, Operational Safety Instructions, Operational Advice Notices, safety alerts, security notices, safety notices and Terminal Notices.

Heathrow Systems means the information systems, networks, software, devices, data and services owned, operated or controlled by or on behalf of Heathrow Airport Limited and used in connection with the Airport.

Higher Interest means Interest plus 2%.

IATA means the International Air Transport Association.

IATA IGOM means the IATA Ground Operations Manual.

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.

IOSA means IATA's Operational Safety Audit.

ISAGO means IATA's Safety Audit for Ground Operations.

Licence means Heathrow's economic licence, set by the CAA.

Local Rule(s) means a rule made in accordance with Council Regulation (EEC) No 95/93 (as retained and amended in UK domestic law, under the European Union (Withdrawal) Act 2018, as amended, consolidated, re-enacted or replaced from time to time) and includes for the time being but is not limited to: Local Rule 1, Local Rule 2, Local Rule 3, Local Rule 4.[5]

Misuse of Slots Enforcement Code means the code issued by ACL that sets out the processes which ACL must follow when exercising their powers under the Airport Slot Allocation Regulations 2006 in relation to the misuse of slots.[6]

[5] See ACL website here for further information and text of Local Rules: https://www.acl-uk.org/airport-info-details/?aid=1
[6] The Misuse of Slots Enforcement code is published on ACL's website, here: https://www.acl-uk.org/useful-resources/

Maximum Take Off Weight or *MTOW* is the maximum take-off mass associated with the Certification Noise Levels of the aircraft and will be contained within the noise certification documentation (or equivalent documentation) for the aircraft (Item 9).

New Domestic Destination means any Domestic Destination except for Aberdeen, Belfast, Dundee, Edinburgh, Glasgow, Inverness, Kirkwall, Londonderry, Manchester, Newcastle, and Sumburgh.

New Destination means any destination which, as at 1 January 2027 has not had any direct non-stop scheduled passenger flights operating from the Airport to any airport located within the same IATA city code as that destination during the two years preceding 1 January 2027.

New Route Credit means a credit which an Airline becomes entitled to in accordance with Schedule 5 of these Conditions.

Night Period means the period between 23h00 and 07h00 local time as defined in Applicable Law, for the time being in the Directive 2002/49 EC (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced from time to time) relating to the assessment and management of environmental noise.

Night Quota Period means the period between 23h30 and 23h59 and 04h31 to 06h00 local time or as otherwise set in Applicable Law or by the Department for Transport, from time to time.

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.

NOTAM means an airport-issued notice to airmen.

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

Operating Principles means the rules set out in Schedule 8 to these Conditions.

ORCs means Other Regulated Charges which are applicable to the use of the "Specified Facilities" as designated in section C2.12 of the Licence.

ORC Protocol means the document setting out the governance regime applicable to ORCs, as provided by Heathrow to Airport Users and which was finalised following consultation in accordance with the Licence.

Passenger means an occupant of an aircraft of any age, not being Operating Crew or Positioning Crew, and travelling through one of Terminals 2, 3, 4 or 5 at the Airport, in respect of whom airport charges have been paid or are payable to Heathrow.

Passenger Terminal Area means stand numbers 101 to 596 inclusive.

PRS or *Passenger Requiring Support* means a passenger with reduced mobility or with a disability who requires additional support as set out in the PRM Regulation.

PRM Regulation means Regulation EC 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended re-enacted or replaced from time to time).

Pay means deposit cleared funds into Heathrow's bank account nominated from time to time by Heathrow.

Peak Night Quota Period means the period between 00h00 and 04h30 local time.

Positioning Crew means the Airport User's 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.

Positive Boarding means Heathrow's positive boarding programme which aims to streamline the passenger journey through the Airport and provide the Airport User with improved passenger boarding information.

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.

RNAV 1 means procedures requiring system performance currently met by GPS or DME/DME/IRU RNAV systems under which the aircraft's track-keeping accuracy remain bounded by ±1 NM for 95% of the total flight time.

Safety Management System means a systematic approach to managing safety, including the necessary organisational structures, accountabilities, policies and procedures which airport users must have under ICAO requirements.

Scheduled Date/Time of Operation means the date and time in accordance with the stand on/off times set out in the season schedule applicable at the relevant time.

Season means, in each year: (i) for the Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October; and (ii) for the Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.

Shared Operational Infrastructure means any information system, network, software, device or service at the Airport used by or on behalf of both Heathrow and one or more Airport Users in connection with airport operations.

Slot Sanctions Scheme means the scheme of sanctions set out in the Airport Slot Allocation Regulations 2006, as supplemented by the Misuse of Slots Enforcement Code.[7]

Stage 1 Event means the mitigating actions to respond to short-term tactical events and associated procedures as set out in Heathrow's Capacity Constraint Policy and/or in Heathrow Local Rule 4 (as amended, consolidated or replaced from time to time).

Stage 2 Event means the schedule intervention and associated procedures as set out in Heathrow's Capacity Constraint Policy and/or in Heathrow Local Rule 4 (as amended, consolidated or replaced from time to time).

Stage 3 Event means the schedule intervention and associated procedures as set out in Heathrow's Capacity Constraint Policy and/or in Heathrow Local Rule 4 (as amended, consolidated or replaced from time to time).

Terminal Passenger means any passenger arriving at or departing from the Airport who is not a Transfer Passenger or Transit Passenger.

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.

Turboprop Aircraft means an aircraft with a turbine engine that drives an aircraft propeller.

VAT Certification for Aircraft Handling Supplies means the evidence required to be retained by Heathrow to demonstrate that an aircraft qualifies as a "qualifying aircraft" for UK VAT purposes and that

[7] Further information is available here: https://www.acl-uk.org/slot-sanctions/

aircraft handling supplies made in respect of that aircraft are eligible for the applicable VAT treatment. Such evidence shall include any declaration, certificate, operational data, registration information, ownership or operator details, and other supporting documentation required under applicable UK VAT law, HMRC guidance or any successor provisions.

2.2. The singular includes the plural and the plural includes the singular. References to one gender include any other gender.

2.3. If the Airport User consists 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.

2.4. 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.

2.5. "Holding Company" and "subsidiary" have the meaning given in section 1159 of the Companies Act 2006.

2.6. Headings in these Conditions are for convenience only and shall not affect the interpretation of these Conditions.

2.7. A reference to a particular law or Applicable Law is a reference to it as it is in force from time to time taking account of any amendment, extension, consolidation or re-enactment and includes any subordinate legislation from time to time made under it.

2.8. A reference to a Condition or Schedule is, except where stated to the contrary, a reference to such Condition or Schedule in these Conditions. The Schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Schedules.

2.9. If there is any conflict or inconsistency between the provisions contained in the main body of these Conditions and any provisions contained in the Schedules, the provisions contained in the main body of these Conditions shall prevail save to the extent that any provision in a Schedule is expressly stated as taking priority. These Conditions shall prevail over any terms and conditions of purchase set out or incorporated in a purchase order or any other document.

3. Information Heathrow requires before the Airport User may use Heathrow's Facilities and Services

3.1. If the Airport User has not operated at the Airport in the previous 12 months, it shall provide to Heathrow, at least 14 days before the date of planned start of operations:

3.1.1. the Airport User's name, address and contact details;

3.1.2. evidence that the Airport User has obtained the required arrival and/or departure slot or slots from ACL;

3.1.3. evidence that the Airport User has a security programme that meets the requirements of Heathrow's security arrangements and any relevant requirements contained in the Aviation Security Act 1982 and any other relevant Applicable Law;

3.1.4. evidence that the Airport User has in place adequate emergency procedures (in Heathrow's reasonable opinion) in connection with all potential threats to passengers, cargo, Airport facilities and services, Airport assets and Airport User assets which are based or present at the Airport. These emergency procedures must be at least to the standard required to comply with Heathrow's emergency procedures;

3.1.5. the names, addresses, telephone numbers, email addresses and all other relevant contact details of the Airport User's key personnel (including the name of the Airport User's nominated manager) that Heathrow can contact at any time about emergencies, disruption, security, operational, IT, data or financial matters in connection with the Airport User's use of the Airport and the Airport facilities and services;

3.1.6. contact details for the Airport User's threat assessor and point of contact in case of security incidents (for both aviation security and border security matters);

3.1.7. a sample copy of the Airport User's crew ID;

3.1.8. evidence that the Airport User has in place adequate (in Heathrow's reasonable opinion) arrangements to: (i) facilitate passengers to contact the Airport User on a 24/7 basis; and (ii) provide up-to-date information on the Airport User's website;

3.1.9. details of the aircraft intended to be used at the Airport (as further set out in Schedule 3) for all the Airport User's General or Business Aviation and other non-Regular Public Transport operations aircraft which are likely to be using the Airport and Airport facilities and services;

3.1.10. summary details of the Airport User's:

3.1.10.1. groundhandling arrangements for passengers and cargo;

3.1.10.2. disruption plan;

3.1.10.3. arrangements for refuelling;

3.1.10.4. contractual arrangements for the de-icing of the Airport User's aircraft with an approved supplier;

3.1.10.5. arrangements for the removal and/or recovery of stationary and/or disabled aircraft and any other vehicles;

3.1.10.6. insurance policies that the Airport User has in place in relation to aircraft and/or services operated and delivered by the Airport User at the Airport;

3.1.10.7. contingency plan in respect of fuel supply issues, including but not limited to loss of the Airport User's refuelling company, loss of inbound aviation fuel supply, loss of on-site fuel storage capacity;

3.1.10.8. aircraft maintainer;

3.1.10.9. arrangements for crew coaching, passenger 'off-pier' coaching; and

3.1.10.10. tagless bag provision;

3.1.11. confirmation that the Airport User has:

3.1.11.1. a contingency plan in respect of the loss of the Airport User's primary groundhandler;

3.1.11.2. a Safety Management System in place; and

3.1.11.3. an agreement with the Heathrow Air Ambulance service;

3.1.12. a copy of the noise certificate/noise certification (or equivalent documentation) which includes details of the type, registration and MTOW of each aircraft which the Airport User intends to use at the Airport (see further in Schedule 3);

3.1.13. the Airport User's VAT information (including, but not limited to, UK VAT registration number, and VAT Certification for Aircraft Handling Supplies); and

3.1.14. a completed application to be verified for the purposes of Heathrow Digital Identity.[8]

3.2. Failure to provide the information required in Condition 3.1 within the timeframe specified may delay the start date for any of the Airport User's operations and/or services at the Airport.

3.3. Where any of the information required by Condition 3.1 (other than Condition 3.1.6) changes, the Airport User must update that information within 30 days of such change. Information provided under this Condition 3 must be received in full and may be verified by Heathrow before any adjustments are applied to the Airport User's account details. Payments due under these Conditions will be calculated based on the Airport User's account information as at the date on which the relevant charge is incurred. No refunds, credits or equivalents will be given where information has not been kept up to date by the Airport User.

3.4. Where the details required under Condition 3.1.6 change (regarding the Airport User's threat assessor and point of contact for security incidents) the Airport User must immediately notify the updated information to Heathrow.

4. Charges and Payment

4.1. The Airport User must Pay Heathrow:

4.1.1. in consideration of the provision of the Facilities and Services, the amounts set out in and/or calculated in accordance with Schedule 5 to these Conditions; and

4.1.2. any other amounts specified to be payable in these Conditions.

[8] This is to enable the Airport User to receive certain emails from Heathrow or information that is communicated via SharePoint.

4.2. All charges shall accrue on a daily basis and shall become due on the day that they were incurred and shall be payable to Heathrow on demand and in any event before the aircraft departs from the Airport unless:

4.2.1. otherwise agreed by Heathrow (which agreement may be withdrawn at any time at Heathrow's sole discretion); or

4.2.2. otherwise provided in the terms for payment included in the invoice for such charges.

4.3. All sums payable to Heathrow are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.

4.4. Payments to Heathrow shall be made without set-off or deductions (including but not limited to, 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 Heathrow as if no such tax or charge had been imposed.

4.5. It is the Airport User's responsibility to provide full remittance details of payments made to Heathrow. All remittances should be emailed to: remittances@heathrow.com. If no remittance is provided within 30 days of any payment, the payment will be allocated to the oldest debt on the Airport User's account.

5. Deposits, UK Bank Guarantees and Advance Payment

5.1. In the event that:

5.1.1. Heathrow (at its sole discretion) is not satisfied with the Airport User's financial standing; and/or

5.1.2. the Airport User does not adhere to the payment terms set out in these Conditions on one or more occasions; and/or

5.1.3. the Airport User is a new airline to the Airport; and/or

5.1.4. the Airport User substantially increases the frequency of operations to and/or from the Airport; and/or

5.1.5. the Airport User acquires any additional slot(s) which substantially increase(s) the size of its operation at the Airport; and/or

5.1.6. the Airport User moves from ad-hoc to historic slots for any of its operations at the Airport;

then the Airport User will, within 10 working days of a written request from Heathrow, supply to Heathrow a cash deposit or an unconditional UK bank guarantee in a form reasonably acceptable to Heathrow. This deposit or UK bank guarantee may be for any amount up to a maximum of Heathrow's reasonable estimate of the airport charges the Airport User is likely to incur over a 3-month period.

5.2. In the event a deposit or UK bank guarantee is required by Heathrow under this Condition 5:

5.2.1. if requested by Heathrow, the Airport User will renew and reinstate their UK bank guarantee so that it remains valid throughout the period of the Airport User's operation at the Airport;

5.2.2. where the deposit or UK bank guarantee has been called upon in full or in part, if requested by Heathrow, the Airport User will, within 10 working days either provide a new deposit or UK bank guarantee or increase the amount of the existing deposit or UK bank guarantee, up to the amount required by Heathrow, subject to the maximum set out in Condition 5.1; and

5.2.3. Heathrow may, at its sole discretion, require independent authentication of any UK bank guarantee, including confirmation via authenticated SWIFT from a recognised correspondent bank acceptable to Heathrow.

5.3. Deposits or UK bank guarantees provided to Heathrow may, at Heathrow's sole election, be applied against and/or called upon, at any time and be applied to any amounts due by the Airport User to Heathrow, including but not limited to, any charges, taxes, Interest, Higher Interest, and/or other amounts that are overdue for payment under these Conditions, or under any other agreement between the Airport User and Heathrow.

5.4. Any deposit paid pursuant to this Condition will be returned to the Airport User:

5.4.1. at Heathrow's sole discretion; or

5.4.2. if the Airport User permanently ceases operations at the Airport, provided that all debts and charges (including but not limited to any applicable taxes and/or Interest and/or Higher Interest or other amounts due) owed to Heathrow are settled in full, and all charges due in respect of previous operations but not yet invoiced for have been invoiced and settled in full.

5.5. If the Airport User:

5.5.1. fails to adhere to the payment terms on one or more occasions; and/or

5.5.2. if the Airport User's deposit or UK bank guarantee is exhausted and/or has not been increased following Heathrow's request,

then Heathrow may require the Airport User to Pay their charges weekly, fortnightly, or monthly in advance. Any variation to the payment requirements shall be communicated to the Airport User in writing and, where there is a difference, shall supersede and take precedence over any terms or payment dates that may be set out in an invoice or otherwise.

6. Varying Charges

6.1. Heathrow may vary any of the charges set out in these Conditions or the application of them at any time by giving the Airport User notice in writing before the variation becomes effective. Heathrow will consult with the Airport User in accordance with Applicable Law before giving such notice.

7. Payment Default

7.1. All sums due which are not paid on the due date shall bear Interest (as defined in Condition 2.1, above), calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).

7.2. Under the Civil Aviation Act 1982, Heathrow has 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.

7.3. The Airport User shall not, without Heathrow's express written consent, be entitled in respect of any dispute or claim the Airport User may have against Heathrow or otherwise to make any set-off against or deduction from the charges provided for in these Conditions. The Airport User must pay such charges in full pending resolution of any such dispute or claim.

7.4. Any queries relating to invoices should be logged with the Heathrow Business Support Centre within 10 days of the invoice due date. Contact numbers for the Heathrow Business Support Centre are set out in Schedule 4, Schedule 5 and on Heathrow invoices and statements.

7.5. Where payment has not been made for any specific service, Heathrow reserves the right to withdraw the Airport User's access to, or cease providing, the service which has not been paid for.

8. Provision of Information in relation to Charges

8.1. Where the Airport User is liable to pay the charges set out in Schedule 5 of these Conditions, the Airport User must use its best endeavours to provide or make available to Heathrow at the end of each day on which the Airport User uses the Airport any information and/or disaggregation of Passenger numbers Heathrow reasonably requires to determine charges payable by the Airport User under Schedule 5, including but not limited to, the information listed in Schedule 1.

8.2. The numbers required under Condition 8.2 and paragraphs 1a), 1b) and 1c) of Schedule 1 should be submitted to Heathrow electronically using the standard IATA messages as set out in Schedule 1.

8.3. Within 24 hours of each use of Heathrow Facilities and Services, the Airport User must provide the information required under Condition 8.1 if the Airport User has not already done so, unless there is a reasonable and unforeseeable reason for not providing the information, in which case the Airport User must provide such information as soon as it becomes available.

8.4. If the Airport User has provided information under Condition 8.1 to Heathrow and the Airport User detects an error in that information, then the Airport User must promptly provide Heathrow with the correct information. The Airport User must, at the same time, provide to Heathrow, an explanation of why the original information was

incorrect. Heathrow will accept the later information as being correct unless Heathrow is not satisfied (at its sole discretion) with the explanation provided to support the change.

8.5. In respect of any aircraft that the Airport User operates at the Airport, the Airport User shall notify Heathrow of any changes to the configuration of such aircraft, as and when they occur, for the purposes of determining the charges to be paid according to Schedule 5. If the Airport User has not provided Heathrow with:

8.5.1. the configuration details in respect of an aircraft the Airport User operates at the Airport, then (without prejudice to Heathrow's other rights) Heathrow reserves the right to calculate, and require payment of, charges on the basis that the aircraft was classified in the Chapter 3 Noise Category;

8.5.2. details of a change of configuration in respect of an aircraft the Airport User operates at the Airport, then (without prejudice to Heathrow's other rights), Heathrow reserves the right to calculate, and require payment of, charges on the basis of any previously notified configuration, and will not provide any refund of charges for the period before notification is received and actioned by Heathrow, irrespective of when the change in configuration occurred.

8.6. For the purposes of Condition 8.5, "change of configuration" means a change in any or all of the following: (i) number of seats; (ii) engine type; (iii) Certification Noise Levels; and (iv) Engine NOx Emission.

8.7. The Airport User acknowledges that Heathrow will use the information the Airport User provides to Heathrow under Conditions 8.1, 8.3, 8.4 and 8.5 for the purpose of calculating the charges payable by the Airport User for using Heathrow's Facilities and Services at the Airport and that Heathrow may also use this information for the reasons set out in Condition 20.

8.8. If the Airport User does not comply with Conditions 8.1 and 8.3 in relation to the use of Heathrow's Facilities and Services on a particular day, then the Airport User agrees that Heathrow may charge the Airport User for use of Heathrow's Facilities and Services on that day on the basis that each seat on the aircraft operated by the Airport User on that day was in fact occupied by a Passenger (other than a Transit Passenger or Transfer Passenger).

8.9. The Airport User acknowledges that Heathrow may from time to time verify information the Airport User has provided to Heathrow by any means including by:

8.9.1. reference to data collected by the CAA and HMRC; and

8.9.2. directly counting passengers embarking or disembarking aircraft operated by the Airport User.

The Airport User will use best endeavours to assist Heathrow to identify the reason for any differences between the information provided by the Airport User under Conditions 8.1 and 8.3 and the information collected by Heathrow under this Condition 8.9.

8.10. If, after the end of a Season, Heathrow asks the Airport User to do so, the Airport User must give Heathrow certified statements from the Airport User's then regularly-engaged

independent auditors verifying, for the Season just expired, the accuracy of the information the Airport User has previously given to Heathrow under this Condition 8. The Airport User must give Heathrow the certified statements within 90 days of the date of Heathrow's request. The Airport User's independent auditors who give Heathrow the certified statements must be members of or affiliated with an internationally recognised, independent accounting firm.

8.11. The Airport User must permit Heathrow (or Heathrow's agents or accountants), on reasonable notice and at reasonable times, to audit, at Heathrow's expense, the Airport User's records and systems which relate to the information the Airport User must give Heathrow under this Condition 8 or have given Heathrow under any previous Conditions governing the relationship between the Airport User and Heathrow.

8.12. If:

8.12.1. the certified statements provided under Condition 8.10 disclose any error in the information the Airport User has given Heathrow under Conditions 8.1 and 8.3;

8.12.2. an audit by Heathrow under Condition 8.11 discloses any error in the information the Airport User has given Heathrow under Conditions 8.1 and 8.3, or

8.12.3. Heathrow agrees that the information the Airport User has given Heathrow under Conditions 8.1 and 8.3 was in error after Heathrow verifies under Condition 8.9,

Heathrow will invoice the Airport User for the difference between the charges actually paid to Heathrow and the charges which the Airport User should have paid to Heathrow but for the error, together with Higher Interest applicable to 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). Heathrow will issue an invoice, and the Airport User must Pay it, in accordance with Condition 4.

8.13. If the extent of the error under Condition 8.12 is such that the charges payable to Heathrow in respect of a particular Season are more than five percent (5%) of the charges actually paid to Heathrow for that Season, then the Airport User must reimburse Heathrow for the cost of the audit under Condition 8.11.

9. Using Heathrow's Facilities and Services

9.1. Prior to commencing operations at the Airport, the Airport User will work with Heathrow to carry out operational integration testing.

9.2. When using Heathrow's Facilities and Services at the Airport, the Airport User must comply with:

9.2.1. these Conditions;

9.2.2. all Applicable Law, including but not limited to, The Heathrow Airport - London Byelaws 2014 (as amended, consolidated, re-enacted or replaced from time to time);

9.2.3. Heathrow Aerodrome Manual;

9.2.4. the Fuel Rationing Plan and any associated capacity reduction measures;

9.2.5. Heathrow Airport Security Programme and the rules applicable to the Heathrow ID Scheme;

9.2.6. The Airport Operations Plan/AOP requirements, as set out in Schedule 2;

9.2.7. all payment requirements;

9.2.8. the ORC Protocol and associated dispute resolution procedure;

9.2.9. all obligations required of Airport Users at the Airport as detailed within current and revised Heathrow Notices;

9.2.10. other conditions, instructions, orders and directions necessary for the day-to-day operation of the Airport;

9.2.11. any Local Rules or guidelines made by the Heathrow Coordination Committee;

9.2.12. local flying restrictions and remarks as published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP);

9.2.13. approved rules of conduct;

9.2.14. industry codes of practice which aim at reducing the environmental impacts of aircraft ground operations, aircraft arrivals and aircraft departures; and

9.2.15. directions on security from the Department for Transport.

9.3. In the interests of passenger welfare, when using Heathrow's Facilities and Services at the Airport, the Airport User agrees to use best endeavours to comply with the Airline Passenger Welfare Protocol.

9.4. The Airport User agrees to use, and promptly update, the Airport User's flight schedules through a direct interface to ACL's Online Coordination System ("**OCS**") or the associated web based online coordination system.

9.5. The Airport User should update, and keep updated, the ACL OCS, such updating to include, but is not limited to, the timely cancellation and return of slots not intended to be used (to include those flights removed from sale) and slot or seat capacity changes implemented as a result of the operation of capacity reduction procedures and/or Local Rules.

9.6. The Airport User must not do anything which puts Heathrow in breach of any Applicable Law, and the Airport User must reasonably co-operate with Heathrow in its provision of the Facilities and Services (including, but not limited to, complying with Heathrow's reasonable directions in relation to use of the Facilities and Services).

9.7. The Airport User must not operate to or from the Airport without first obtaining an arrival or departure slot or slots from ACL or ACL's agent for the relevant period of operation. In circumstances where a NOTAM has been issued and/or after any capacity reduction procedures (such as, but not limited to: Stage 1 Event, Stage 2 Event, Stage 3

Event, any Local Rule or fuel supply contingency) have been instigated by Heathrow, should Heathrow communicate to the Airport User that Airport capacity is not available: (i) for the operation of a slot, then, the Airport User must not operate that slot; or (ii) for processing all or an amount of the Airport User's passengers, then, the Airport User must not allow those passengers to travel through the Airport.

9.8. Any failure to adhere with a NOTAM and/or with any requirement to reduce capacity (following a capacity reduction procedure under a Local Rule, Stage 1 Event, Stage 2 Event, Stage 3 Event or any other process with established governance between the Airport User and Heathrow where Heathrow has communicated to the Airport User that a capacity reduction is required) shall result in the total amount of charges payable by the Airport User to Heathrow in respect of any Passengers or ATMs that do not comply with the capacity reduction, being **increased by an additional charge equal to the amount that would have otherwise been owing** in accordance with these Conditions.

9.9. The Airport User acknowledges that:

9.9.1. their (and their Passenger(s)) access to the Airport and the Facilities and Services is subject to the demands of other users of the Airport and other external events or circumstances such as (but not limited to) adverse weather or environmental conditions, public health crises, industrial action or security threats; and

9.9.2. their use of the Airport and the Facilities and Services is constrained by Applicable Law including (but not limited to) that dealing with slot allocation and curfews.

9.10. If in Heathrow's reasonable opinion, the Airport User regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond the Airport User's control, then having first given the Airport User an opportunity to make representations, Heathrow may adopt such measures as Heathrow deems appropriate to ensure that the Airport User adheres to the Airport User's allocated slots. Such measures may include (but are not limited to):

9.10.1. financial sanction by ACL under the Slot Sanctions Scheme[9] and/or the Misuse of Slots Enforcement Code10; and/or

9.10.2. prohibiting the Airport User or certain of the Airport User's services from the Airport for a fixed period of time.

9.11. If in Heathrow's reasonable opinion, the Airport User fails to comply with any of the requirements for operation contained in AD 2.EGLL LONDON HEATHROW, for reasons which are not beyond the Airport User's control, then having first given the Airport User an opportunity to make representations, Heathrow may adopt such measures as Heathrow deems appropriate. Such measures may include (but are not limited to)

[9] https://www.acl-uk.org/slotsanctions/
[10] https://www.acl-uk.org/

prohibiting the Airport User or certain of the Airport User's services from the Airport for a fixed period of time.

9.12. If the Airport User operates General or Business Aviation or whole plane cargo services at the Airport without Heathrow's 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) the Airport User may be prohibited by Heathrow from operating during such periods of peak congestion for a period that is proportionate to the Airport User's use of the Airport in the previous 12 months, unless the aircraft was required to land at the Airport because of an emergency.

9.13. The Airport User agrees, subject to requirements under Applicable Law, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to the Airport User's aircraft. This Condition 9.13 shall not be interpreted to limit the Airport User's discretion to require such items to be stored in the baggage hold of an aircraft.

10. Ad-Hoc Operations and Payment

10.1. Any Airport User who is not based at and/or who does not operate regular scheduled movements at the Airport and is operating ad-hoc or charter flights at the Airport must:

10.1.1. comply with Operational Advice Notice ASGrOps_OAN_046 'Handling of Ad-hoc/Charter flights' (as updated or replaced from time to time) and provide Heathrow with a completed form ASGrOps_OAN_046 – Appendix A: 'Application for Aircraft Ad-hoc or Charter flights'[11] (as updated or replaced from time to time); and

10.1.2. where reasonably practicable, utilise existing check-in and baggage processing systems approved by Heathrow for use within the allocated terminal.

10.2. If the Airport User does not operate an existing scheduled service at the Airport, in respect of ad-hoc flights, an estimated advance invoice may be issued. If issued, such invoice must be paid in advance of the Airport User's use of the Facilities and Services. A balancing invoice will then be issued for the Airport User to Pay in accordance with Condition 4. If an estimated invoice is higher than the charges incurred on use of the Facilities and Services, a credit will be provided.

11. Border Security

11.1. In accordance with Applicable Law in the UK, the Airport User must ensure that all the Airport User's arriving Passengers are processed through the UK border and follow the approved arrivals routes from the gate or stand to the immigration hall.

11.2. Heathrow operates a single, shared departures lounge for domestic and international Passengers (also known as a Common Departure Lounge) and accordingly also operates a biometric enrolment and validation system for persons travelling on flights departing to Domestic Destinations and/or the Republic of Ireland. This is to mitigate any potential

[11] https://www.heathrow.com/company/team-heathrow/airside/useful-publications/operational-advice-notices

risk of persons entering the United Kingdom illegally. In relation to the biometric enrolment and validation system:

11.2.1. the Airport User must, or the Airport User must procure that the Airport User's handling agent use(s) best efforts to inform the Airport User's Passengers travelling to Domestic Destinations and/or the Republic of Ireland that they will be required to enrol and validate their identity using such approved methods as are prescribed by Heathrow and notified to airlines in order to proceed beyond the ticket presentation point and subsequently to board their flight.

11.2.2. 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.

11.2.3. If the Airport User operates flights to Domestic Destinations and/or the Republic of Ireland, the Airport User must use (and must procure that the Airport User's handling agent(s) use(s)) best efforts to ensure that all the Airport User's Embarking Passengers have correctly passed through the biometric enrolment system.

11.3. The Airport User must provide all relevant employees and staff working at the Airport with training on their border security obligations, escalation and contingency procedures. Heathrow has developed a border security training module and may provide the Airport User with access to it. Where access has been provided, all relevant employees and staff working for the Airport User must complete the training module.

11.4. Where Heathrow has concerns regarding the Airport User's compliance with this Condition 11, Heathrow reserves the right to carry out an audit of the Airport User's compliance.

12. Cyber Security

12.1. The Airport User shall:

12.1.1. comply with relevant obligations under Cyber Security Legislation;

12.1.2. comply with Heathrow's cyber security policies, procedures and standards notified or otherwise made available to the Airport User, as amended, consolidated or replaced from time to time provided that if any such policy, procedure or standard conflicts with Cyber Security Legislation applicable to the Airport User, the Cyber Security Legislation shall prevail and the Airport User shall promptly notify Heathrow of the conflict; and

12.1.3. implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risks arising from its activities, taking into account the nature, scope, context, and purposes of its activities and having regard to internationally recognised information security and cyber security standards.

12.2. The Airport User shall promptly notify Heathrow, and in any event within 24 hours of becoming aware of any Cyber Security Incident which materially affects, or is reasonably likely to materially affect:

12.2.1. any Connected Airport User System;

12.2.2. the Airport User's ability to perform its obligations under these Conditions or to operate at the Airport; or

12.2.3. any Heathrow System or Shared Operational Infrastructure.

12.3. Each notification under Condition 12.2 shall include, to the extent known at the time:

12.3.1. a description of the nature of the Cyber Security Incident;

12.3.2. the date and time the Cyber Security Incident occurred (or is believed to have occurred) and was detected;

12.3.3. the actual or potential impact of the Cyber Security Incident, including the systems, services, data and operations affected;

12.3.4. the mitigation, containment and remediation measures implemented or proposed;

12.3.5. contact details of an appropriate operational contact involved in managing the response to the Cyber Security Incident; and

12.3.6. such further information as Heathrow reasonably requires to assess and manage the impact of the Cyber Security Incident on Heathrow, the Airport or Airport operations, or to enable Heathrow to meet its obligations under Cyber Security Legislation or Data Protection Legislation.

12.4. The initial notification under Condition 12.2 may be limited to the information reasonably available to the Airport User at the time, in which case, it must be supplemented as further information becomes available.

12.5. The Airport User shall:

12.5.1. take all reasonable and proportionate steps to investigate, contain, mitigate and remediate the Cyber Security Incident;

12.5.2. provide Heathrow with updates on the status, impact and resolution of the Cyber Security Incident at reasonable intervals;

12.5.3. cooperate with Heathrow in connection with:

12.5.3.1. any investigation by Heathrow into the Cyber Security Incident or its impact on Heathrow, the Airport or Airport operations; and

12.5.3.2. any investigation, inquiry or request by a competent authority concerning the Cyber Security Incident;

12.5.4. preserve all evidence relating to the impact of the Cyber Security Incident on Heathrow, the Airport or Airport operations for a reasonable period, and otherwise in accordance with Applicable Law, and maintain appropriate records to support any investigation undertaken by Heathrow or any competent authority;

12.5.5. provide such assistance and information as Heathrow may reasonably require to assess and manage the impact of the Cyber Security Incident on the Airport or Airport operations, including reasonable assistance in respect of any of Connected Airport User Systems; and

12.5.6. not make any public statement that identifies Heathrow in connection with the Cyber Security Incident without Heathrow's prior written consent (such consent not to be unreasonably withheld or delayed). This Condition 12.5.6 shall not apply to any statement required by Applicable Law or any competent authority, however the Airport User shall, where lawful and practicable, provide Heathrow with advance notice.

12.6. The Airport User shall provide a written post-incident report to Heathrow within 20 Business Days of resolution of the Cyber Security Incident, setting out the root cause, impact, corrective actions taken, and measures implemented or planned to prevent recurrence of the Cyber Security Incident or similar incidents.

12.7. The Airport User shall ensure that any third party engaged by it that accesses, connects to or supports any Heathrow System or Shared Operational Infrastructure is subject to appropriate obligations consistent with this Condition 12. Any act or omission of such third party in connection with the obligations under this Condition 12 shall be deemed to be an act or omission of the Airport User, and the Airport User shall be liable accordingly.

12.8. Heathrow shall promptly notify affected Airport Users after becoming aware of any Cyber Security Incident which materially affects, or is reasonably likely to materially affect, those Airport Users' operations at the Airport. In that connection:

12.8.1. Heathrow shall provide affected Airport Users with such operational updates regarding any anticipated service disruption as Heathrow considers appropriate;

12.8.2. Heathrow shall determine the timing, content, form, level of detail and means of any notification or update provided under Condition 12.8.1;

12.8.3. Heathrow may make such public statements concerning the Cyber Security Incident as it considers appropriate. Before making any public statement that identifies the relevant Airport User in connection with the Cyber Security Incident, Heathrow shall, where lawful and reasonably practicable, notify that Airport User. This Condition 12.8.3 shall not apply to any statement required by Applicable Law or any competent authority nor restrict Heathrow's operational, safety or passenger communications concerning the Airport.

12.9. Heathrow may delay, limit or withhold any notification, update or information under Condition 12.8 where it considers this is necessary or appropriate to:

12.9.1. protect the safety or security of the Airport, Heathrow Systems, Shared Operational Infrastructure, Connected Airport User Systems or any person;

12.9.2. avoid prejudicing the investigation, containment or remediation of the Cyber Security Incident;

12.9.3. comply with Applicable Law, Cyber Security Legislation, or any request or instruction of a competent authority.

12.10. Nothing in this Condition 12 shall require either party to disclose information that is legally privileged or the disclosure of which is prohibited by law or by a competent authority. Information disclosed under this Condition 12 shall be Confidential Information for the purposes of Condition 20.

13. Sustainability, Environmental and Community

13.1. The Airport User should note that if the Airport User's aircraft departures: (i) infringe noise thresholds; or (ii) if the Airport User fails to operate the Airport User's aircraft in accordance with Airport Noise Preferential Routes ("**NPRs**"), both as measured by the noise and track monitoring system operated by Heathrow, the Airport User may be subject to the payment of additional noise charges, as set out in notices/directions published by Heathrow, including but not limited to, those set out in OSI 060[12] and the UK AIP.

13.2. The Airport User agrees that the Airport User will only operate aircraft at the Airport which are RNAV 1 compliant. In very limited circumstances, approval may be given by Heathrow to operate non-compliant aircraft, but it must be sought in advance and in writing from the Heathrow Airport Operations Manager. When doing so, sufficient and reasonable explanation must be provided to explain why such operation is necessary.

13.3. To help reduce ground-based emissions and fuel burn, Heathrow encourages all Airport Users to perform reduced or single engine taxi wherever operationally feasible. In this regard, the Airport User's compliance with the associated reporting requirements under EGLL AD 2.20 section (i) of the Heathrow UK AIP is required. The Airport User agrees to use all reasonable endeavours to reduce on-stand emissions, which could include using alternatives to running APU such as using Fixed Electrical Ground Power and Pre-Conditioned Air.

13.4. Heathrow operates a vortex protection scheme for some local properties whose properties are impacted by either wake vortex strike or aviation-related ice strikes. Notwithstanding that the Airport User whose operations resulted in the damage is usually lawfully responsible, Heathrow may pay the costs of the repair under the scheme. Where the Airport User whose operations caused the damage can be identified, Heathrow reserves the right to require the Airport User to reimburse the repair costs that Heathrow has paid.

14. Common Facilities and IT

14.1. Heathrow operates a positive boarding process ("**Positive Boarding**"). The Airport User agrees to obtain all relevant prior consents and authorisations from the Airport User's Passengers in accordance with Applicable Law, to ensure its passengers can use Positive Boarding. As a minimum, the Airport User must state these Conditions on the Airport

[12] https://www.heathrow.com/company/team-heathrow/airside/useful-publications/operational-safety-instructions

User's website, and/or notify passengers at ticket points of sale within the Airport User's control.

14.2. Unless expressly agreed in writing with Heathrow, in terminals where a Common Use Passenger Processing System ("**CUPPS**") is in operation, it must be used for the Airport User's operations. The Airport User must have an automated baggage reconciliation system ("**BRS**"). CUPPS and BRS are operated subject to signature of a standard contract with the relevant supplier. The Airport User may use the Airport User's own baggage reconciliation system on condition that it is considered appropriate at Heathrow's sole discretion (acting reasonably) and able to be appropriately integrated with Heathrow's IT systems.

14.3. The Airport User agrees to take reasonable steps to inform Heathrow in advance of IT systems or IT infrastructure changes within the Airport User's organisation which the Airport User judges may or will have an impact on Heathrow's operational IT systems.

15. Moving aircraft

15.1. Acting reasonably, Heathrow may (subject to air traffic clearances and any operational guidelines or notices issued by Heathrow for the use of the Facilities and Services) order the Airport User, at the Airport User's cost and within a specified time (being a period Heathrow considers in all the circumstances to be reasonable) to:

15.1.1. move an aircraft to another position at the Airport; or

15.1.2. remove an aircraft from the Airport.

15.2. If the Airport User does not comply with the order referred to in Condition 15.1 within the specified time, the Airport User will be liable to a charge, equivalent to eight times the standard parking charges set out in Schedule 5 ignoring any applicable free periods, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order to move/remove has expired. As a measure of last resort, Heathrow may move or remove the aircraft in accordance with the procedures set out in Schedule 7 and:

15.2.1. the Airport User must Pay Heathrow the reasonable costs of having the aircraft moved or removed and any costs incurred by Heathrow as a result of having the aircraft moved or removed; and

15.2.2. the Airport User is liable for and will indemnify Heathrow, Heathrow's officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by the Airport User's failure to comply with the order referred to in Condition 15.1.

16. ID Scheme and Third Parties

16.1. The Airport User warrants that the companies which the Airport User puts forward for the Heathrow ID Scheme, or for a GOL or AOL, are reputable and will exercise appropriate skill and care whilst operating at the Airport, and that the Airport User has performed appropriate and reasonable checks and due diligence on third party companies, including (but not limited to) in respect of security matters.

16.2. Where an Airport User has put forward any third parties for the Heathrow ID Scheme, a GOL or an AOL, the Airport User must notify Heathrow if they have terminated any relevant contract earlier than the notified contract end date and/or if there have been any material changes to the scope of services provided by that third party to the Airport User.

17. Passengers Requiring Support, Wheelchair Repatriation and Assistance Animals

17.1. Where a Passenger has pre-notified the Airport User of any assistance requirements in accordance with the PRM Regulation or otherwise, the Airport User agrees that the Airport User will use all reasonable endeavours to provide Heathrow with that information as early as is reasonably possible, and in any event 36 hours in advance of travel where the relevant information has been received by the Airport User at least 48 hours before departure.

17.2. In the event a Passenger has not pre-notified the Airport User of their assistance requirements, and the Passenger requests assistance on the day of the flight, in some circumstances, Heathrow may share limited information with the Airport User. Where Heathrow shares information with the Airport User in relation to the PRS services under this Condition, Heathrow will only do so where there is an appropriate lawful basis.

17.3. In respect of any Disembarking Passengers who are wheelchair users, the Airport User will procure that their primary Groundhandler, where it is safe to do so, retrieves any wheelchair from the aircraft hold and repatriates it to the aircraft door so that it can be delivered up to the relevant Passenger.

17.4. In respect of any Passengers who are travelling with an assistance animal through the Heathrow Animal Reception Centre, the Airport User will carry out appropriate checks to confirm that the animal is an assistance animal prior to referring that Passenger and animal to the Heathrow Animal Reception Centre to be processed as an assistance animal (rather than as a pet).

18. Groundhandling and Baggage

18.1. The Airport User will:

18.1.1. use reasonable endeavours to at all times have an appropriate level of primary Groundhandling Assistance in place (under a valid and current contract), to allow for the safe operation of the Airport User's arriving and/or departing flights at the Airport;

18.1.2. ensure that its Groundhandler(s) shall have sufficient equipment and resource to enable them to effectively and safely handle the type of aircraft the Airport User is operating at the Airport;

18.1.3. have a reasonable contract in place for de-icing services at the Airport which meet the needs of the Airport User's schedule and provides adequate resilience;

18.1.4. procure that any Groundhandler which provides services to the Airport User at the Airport shall, in the performance of such services, obtain a GOL (as issued by Heathrow from time to time) and comply with its terms including

but not limited to the minimum standards of performance and rules of conduct set out therein;

18.1.5. procure that any airside operations organisation which provides services to the Airport User at the Airport shall, in the performance of such services, obtain an AOL (as issued by Heathrow from time to time) and comply with its terms including but not limited to the minimum standards of performance and rules of conduct set out therein;

18.1.6. ensure its de-icing service provider adheres to the requirements for this service set out in their GOL;

18.1.7. upon Heathrow's request, promptly confirm in writing the identity of the organisations with which the Airport User has current contracts for Groundhandling Assistance and summary details of the type of service contracted to each organisation;

18.1.8. use best endeavours to ensure that the Airport User's primary Groundhandler holds (or if self-handling the Airport User will hold) an IATA ISAGO Heathrow station accreditation. If the accreditation is not held, the relevant GOL may be revoked, either in full or in part, at Heathrow's sole discretion;

18.1.9. if requested by Heathrow, the Airport User will procure that the Airport User's primary Groundhandler provides (or if self-handling the Airport User will provide) evidence of holding the accreditation;

18.1.10. have appropriate arrangements in place with the Airport User's nominated Groundhandler (or directly if self-handling) to adhere to all relevant Heathrow Notices regarding waste management at the Airport;

18.1.11. have appropriate arrangements in place for removal and clean-up of all HAZCHEM or any other spillages connected with the Airport User's operation at the Airport;

18.1.12. procure and ensure that the Airport User's Groundhandler(s) (or if self-handling, the Airport User) shall only deploy and use GSE that is compliant with AHM913, and that all safety features are correctly fitted and used at all times;

18.1.13. use reasonable endeavours to avoid placing a Groundhandler at risk of any financial distress and therefore impacting the overall resilience of the airport by failing to pay the relevant taxes/duties owed by the Airport User to HMRC;

18.1.14. implement procedures and policies which facilitate the prioritisation of time sensitive Transfer Passenger baggage at the Airport; and

18.1.15. at Heathrow's request, provide all reasonably requested support to any health and safety investigation conducted by Heathrow, such support includes, but is not limited to, the provision of all information and

documentation reasonably requested for the purposes of such an investigation.

18.2. The Airport User acknowledges that:

18.2.1. all Groundhandlers (including airline self-handling Groundhandlers) operating at the Airport are required to hold a GOL prior to conducting any groundhandling activities. The GOL contains mandatory performance standards to which each licence holder must adhere. Heathrow operates a groundhandling change approval process to which all Groundhandlers must adhere. Airport Users and Groundhandlers should provide at least 90 days' notice prior to the proposed operational start date of any Groundhandling Assistance service to allow for the full approval process to take place. Further information on GOL and the relevant change approval process is available from Heathrow.

18.2.2. All non-Groundhandler airside operations organisations operating at the Airport are required to hold an AOL prior to conducting any airside operations activities. The AOL contains mandatory performance standards to which the licence holder must adhere. Heathrow operates an airside operations change approval process to which all airside operations organisations must adhere. Airport Users and airside operations organisations should provide at least 60 days' notice prior to the proposed operational start date of any airside operations services to allow for the full approval process to take place. Further information on AOL and the change approval process is available from Heathrow.

19. Services Heathrow does not provide

19.1. Heathrow does not provide:

19.1.1. border control services (carried out by UK Government via Border Force);

19.1.2. en-route services (Airport Users will have their own services for this);

19.1.3. meteorological services (Airport Users will have their own services for this);

19.1.4. quarantine waste disposal (Airport Users must have their own arrangements for quarantine waste disposal);

19.1.5. apron and groundhandling services other than:

19.1.5.1. aircraft marshalling;

19.1.5.2. concierge services;

19.1.5.3. Royal/VIP suites (use is subject to additional charges and separate terms and conditions);

19.1.5.4. storage of ULDs; and

19.1.5.5. any other apron and groundhandling services set out in the Aerodrome Manual; and

19.1.6. provision of accommodation (provision is subject to separate agreement with Heathrow).

19.2. Heathrow charges do not include fees for the above services or fees for anything else Heathrow provides outside the scope of these Conditions.

20. Confidentiality

20.1. Heathrow/the Airport User undertake to keep confidential any Confidential Information which Heathrow/the Airport User obtain under these Conditions, not to disclose such Confidential Information to any other person and not to use such Confidential Information, other than for the purposes set out in these Conditions.

20.2. Condition 20.1 shall not apply to the disclosure of Confidential Information if and to the extent it is:

20.2.1. required by law; or

20.2.2. required by any competent regulatory authority, court, law enforcement agency or recognised stock exchange; or

20.2.3. that it is permitted pursuant to the terms of these Conditions; or

20.2.4. that such information is in the public domain other than through breach of Condition 20.1,

provided that any Confidential Information shall only be disclosed pursuant to Conditions 20.2.1 or 20.2.2 by Heathrow/the Airport User after notification to the Airport User/Heathrow (as applicable in the circumstances) if such notification is practicable in the circumstances.

20.3. The Airport User acknowledges and agrees that Heathrow will use the information the Airport User provides to Heathrow under these Conditions, and in particular but not limited to, Schedule 1 of these Conditions, for the purpose of keeping passengers informed of the status of Regular Public Transport Operations, General or Business Aviation using the Airport and carrying out operational, non-commercial and/or regulatory activities or for the purpose of the delivery of the Facilities and Services.

20.4. The Airport User acknowledges and agrees that Heathrow may share Confidential Information provided to Heathrow in accordance with these Conditions with relevant third parties who have a need to know in connection with such purposes as are set out in Condition 20.3 or elsewhere in these Conditions, provided that if such information is disclosed it is done so on terms which preserve confidentiality to the same extent as set out in Conditions 20.1 and 20.2.

20.5. The Airport User acknowledges and agrees that Heathrow may share information with third parties (such as but not limited to, the CAA and/or property owners or occupiers) about the Airport User's operations in relation to identifying airlines who may be responsible for damage to property by way of wake vortex, ice strike, and/or other aviation-related damage.

20.6. If the Airport User chooses to participate in the SAF Incentive, the Airport User acknowledges and agrees that Heathrow may share the fuel evidence provided with its

external third-party verifier. That third party will be subject to confidentiality provisions which preserve confidentiality to the same extent as set out in Conditions 20.1 and 20.2

21. Information Generally and Data Protection

21.1. Unless otherwise agreed with Heathrow in writing, any information which the Airport User is required to provide under these Conditions must be supplied in electronic format, to the contact details set out in Schedule 4.

21.2. Unless otherwise specified in these Conditions, the Airport User must inform Heathrow as soon as practicable if there is any material change to the information the Airport User has given Heathrow which includes, but is not limited to, a change that impacts on the application, processing or recovery of charges or impacts on the operation of the Airport.

21.3. Unless otherwise agreed with Heathrow in writing, the Airport User must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between the Airport User's DCS and Heathrow and:

21.3.1. take all reasonable steps to ensure that accurate data is contained within the Airport User's central systems (including any websites) and the DCS at all times;

21.3.2. ensure that in the event of flight cancellation, the Airport User's 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

21.3.3. where the Airport User makes any change to or replacement of their DCS that has a risk of impacting the wider airport community, the Airport User must notify Heathrow and the AOC in advance.

21.4. If the Airport User asks Heathrow, in writing, and subject to any express or implied confidentiality arrangements Heathrow may have with third parties or other need for confidentiality, Heathrow will give the Airport User summary details of:

21.4.1. The Airport Security Programme and other security arrangements that may apply from time to time;

21.4.2. Airport emergency procedures;

21.4.3. Airport insurance policies; and

21.4.4. which of Heathrow Facilities and Services at the Airport are available for the Airport User to use.

21.5. Heathrow may charge reasonable costs for the supply of copies of the documents, policies, manuals and publications and for multiple copies of any other publications or information requested by the Airport User under these Conditions.

21.6. In the performance of any obligations under these Conditions, the Airport User shall:

21.6.1. comply with relevant obligations under Data Protection Legislation; and

21.6.2. not perform any obligations under these Conditions in such a way as to cause the Airport User/Heathrow to breach any obligations under Data Protection Legislation.

21.7. To the extent that Heathrow/the Airport User process any Personal Data and/or Special Category Personal Data (each as defined in the Data Protection Legislation) under these Conditions of Use as a Data Controller (as defined in the Data Protection Legislation) in Heathrow/the Airport User's own right, Heathrow/the Airport User shall comply with the Data Protection Legislation.

22. Liability and Insurance

22.1. For the purposes of this Condition, "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.

22.2. Subject to Condition 22.3, to the extent permitted by law neither Heathrow nor Heathrow employees, servants, agents or Affiliates shall have any liability to the Airport User or be obliged to indemnify the Airport User in respect of:

22.2.1. indirect loss;

22.2.2. consequential losses;

22.2.3. loss of profits;

22.2.4. loss of revenue;

22.2.5. loss of goodwill;

22.2.6. loss of opportunity;

22.2.7. loss of business;

22.2.8. increased costs or expenses;

22.2.9. wasted expenditure; or

22.2.10. any other injury, loss, damage, claim, cost or expense

caused (or to the extent caused) by any act, omission, neglect or default of Heathrow or Heathrow employees, servants, agents or Affiliates even if such loss was reasonably foreseeable or Heathrow had been advised of the possibility of the Airport User incurring the loss.

22.3. Nothing in this Condition 22 or Condition 26 shall be construed as excluding or limiting liability for: (i) death or personal injury arising from the negligence of Heathrow, Heathrow's employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from Heathrow or Heathrow's employees, servants, agents or Affiliates' act or omission done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

22.4. The Airport User agrees to hold current and adequate insurance at all times when the Airport User uses the Airport to cover any and all liability excluded or limited under this

Condition 22. Nothing in this Condition 22.4 shall preclude the Airport User from fulfilling the Airport User's insurance obligations through self-insurance.

22.5. Without prejudice to the generality of Condition 22.4, the Airport User agrees to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at the Airport by the Airport User at a level which shall at no time be less than the minimum levels of insurance set out in UK Regulation (EC) No 785/2004 (as amended, consolidated, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third-party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.

23. If the Airport User does not comply with these Conditions

23.1. Nothing in these Conditions shall be taken to confer a right for the Airport User to use the Airport without Heathrow's consent and Heathrow reserves the right to withdraw such consent where the Airport User has indicated an intention not to be bound by these Conditions and/or the Airport User has breached or threatened to breach these Conditions.

24. Dispute

24.1. **Invoice disputes**: Without prejudice to Heathrow's rights under: (i) these Conditions; and (ii) Applicable Law, if there is a genuine dispute between the Airport User and Heathrow concerning an invoice, then:

24.1.1. the Airport User must write to Heathrow, by email to BSC-Disputes-Management@heathrow.com within 10 days of the invoice due date; and

24.1.2. in the Airport User's email the Airport User must provide, at minimum, the following information in order for Heathrow to accept a dispute:

24.1.2.1. the invoice number;

24.1.2.2. the total amount of the invoice;

24.1.2.3. the total amount of the invoice in dispute;

24.1.2.4. the specific reasons for the dispute; and

24.1.2.5. supporting evidence.

If a dispute concerning an invoice is not resolved within 20 Business Days of receipt of all required information, then the Airport User should submit the dispute to: airline.relations@heathrow.com.

24.2. **Non-invoice disputes**: Without prejudice to Heathrow's rights under (i) these Conditions; and (ii) Applicable Law, if there is a genuine dispute between the Airport User and Heathrow (other than an invoice dispute), then:

24.2.1. the Airport User must write to Heathrow by email within 30 days of the matter arising providing particulars of the reasons for the dispute together with supporting evidence; and

24.2.2. within 30 days of receipt of the Airport User's email raising the dispute, Heathrow will discuss the matter with the Airport User and attempt to resolve the dispute.

All emails raising disputes under this Condition 24.2 should be submitted to: airline.relations@heathrow.com.

24.3. If the information required in Conditions 24.1 or 24.2 is incomplete, the Airport User will be made aware that the Airport User's dispute has not been accepted and the dispute will be treated with the same processes as any other undisputed unpaid invoice or undisputed matter.

24.4. In the event that the Airport User fails to comply with these Conditions, Heathrow shall be entitled to take and seek any and all available actions and remedies against the Airport User, which may include but is not limited to:

24.4.1. requiring the Airport User to provide a deposit, UK bank guarantee or pay the Airport User's charges in advance, in accordance with Condition 5;

24.4.2. applying and seeking payment of Interest and where applicable Higher Interest or other applicable charges in accordance with Conditions 7, 9.8 and 15;

24.4.3. detaining the Airport User's aircraft as set out in Condition 7.2;

24.4.4. suspending or withdrawing the Airport User's access to the particular service(s) for which payment is overdue or to which the Airport User's failure to comply relates in accordance with Condition 7.5;

24.4.5. withdrawing the Airport User's access to the Airport under Condition 23.1; and/or

24.4.6. issuing or commencing a claim (for interim relief or otherwise) in a court of competent jurisdiction.

25. Notices and Jurisdiction

25.1. Where the Airport User is resident outside of England and Wales, the Airport User shall, before commencing operations at the Airport, provide Heathrow with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on the Airport User's behalf. A notification of an agent under this Condition 25 shall be irrevocable unless replaced by another agent resident in England and Wales and notified to Heathrow in writing. In circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction, the Airport User will immediately appoint a replacement agent and notify Heathrow of the new contact details.

25.2. Where Heathrow needs to communicate in writing with the Airport User with respect to these Conditions, Heathrow will send communications to:

25.2.1. Where the Airport User is resident outside of England and Wales, to their agent, as nominated under Condition 25.1; or

25.2.2. where the Airport User is resident in England and Wales, to the Airport User's registered office,

such communication to be sent by first class post, registered mail, or email. Any notice shall be deemed to have been served:

25.2.3. if delivered by hand, at the time and date of delivery;

25.2.4. if sent by first class post, 48 hours from the date of posting;

25.2.5. if sent by registered mail, on such date as evidenced by postal receipt; or

25.2.6. if sent by e-mail, if the e-mail is sent on a Business Day before 14:30 (UK time), on that day; or in any other case, on the next Business Day after the day on which it was sent.

25.3. Where an Airport User needs to communicate in writing with Heathrow with respect to these Conditions, the Airport User will send communications to the contact points set out in Schedule 4. Legal proceedings may only be served to its registered office address by:

25.3.1. First class post. Proceedings served by first class post will be deemed served on the second business day after postage; or

25.3.2. Personal service. Proceedings personally served will be deemed served on the same day if such personal service occurs before 5pm on a business day. Proceedings personally served on a business day after 5pm, at a weekend or on a Bank Holiday will be deemed served on the following business day.

25.4. Nothing in these Conditions shall affect the right to serve process or proceedings in any other manner permitted by law.

25.5. Whatever the Airport User's nationality or domicile, these Conditions shall be deemed to have been accepted in England in accordance with the laws of England and Wales and shall in all respects be construed and interpreted in accordance with the laws of England and Wales and the Airport User and Heathrow 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).

26. General

26.1. Subject to Condition 22, in respect of any decisions, acts or omissions of any third parties (except to the extent they are under Heathrow's direct control and solely acting in accordance with Heathrow's instructions), including but not limited to: ACL, NATS, NERL and EUROCONTROL, the Airport User acknowledges that Heathrow does not owe any duty to the Airport User nor does Heathrow bear any responsibility or liability.

27. Severability

27.1. Each Condition (including a sub-Condition or part thereof) of these Conditions 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. 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.

28. Entire Agreement and Waiver

28.1. These Conditions (together with the documents referred to herein):

28.1.1. constitute the entire agreement between Heathrow and the Airport User as to their subject matter; and

28.1.2. in relation to that subject matter, supersede any other understanding or agreement between Heathrow and the Airport User 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.

28.2. The Airport User has not relied upon any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in these Conditions.

28.3. Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, and subject to Conditions 22 and 26, the only rights or remedies the Airport User has 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.

28.4. If Heathrow does not exercise, or if Heathrow delays in exercising, a right, power or remedy provided by these Conditions or by law, this shall not constitute a waiver of that right, power or remedy. If Heathrow waives a breach of any of these Conditions this shall not operate as a waiver of a subsequent breach of that Condition or as a waiver of a breach of any other Condition.

SCHEDULE 1 – Information Requirements

The Airport User must provide the following complete and accurate information:

1 Passenger and Cargo Information Requirements

a) the number of Embarking Passengers (including children and Infants) on the Airport User's aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;

b) the number of Disembarking Passengers (including children and Infants) on the Airport User's 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) embarked and disembarked at the Airport;

d) the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport;

e) details of cargo arriving and departing the airport on aircraft and road feeder services as provided in the Freight Flight Manifest (FFM) and in the Load Message (LDM);

2 Airline Information Requirements:

a) the Airport User's name and postal address, email address, phone and fax numbers, IATA/ICAO prefix and SITA address;

3 Aircraft Information Requirements

a) fleet details including the MTOW in respect of each aircraft owned or operated by the Airport User;

b) details of the Engine NOx Emissions and engine specifications in respect of each aircraft owned or operated by the Airport User;

c) details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by the Airport User;

d) aircraft registration (including aircraft substitutions);

e) registration details of all A320 aircraft that have been retrofitted with a vortex deflector generator positioned in front of the fuel over pressure protector alongside evidence of the deflector having been fitted;

4 Baggage Information Requirements

a) The Airport User's Baggage Tag Identifier Code (BTIC);

5 Operational Information Requirements

a) variations to schedule (including flight number, aircraft type, route and scheduled time of operation);

b) estimated times of operation;

c) scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 hours;

d) stand departure delays greater than 15 minutes;

e) flight plan call signs;

f) turnaround linked flight numbers and registrations (including changes);

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

5.2 The Airport User will use their best endeavours to provide Heathrow with the following data:

a) 90 day forward-booking information (which should include Scheduled Date of Operation (UTC), flight number, origin, destination, aircraft capacity, total seats booked and transfer seats booked); such data to be provided on a daily basis;

b) baggage information messages (BIM's): Baggage Source Message (BSM (including terminating message)), Baggage Process Message (BPM), Baggage Unload Message (BUM), Bag Not Seen (BNS), Baggage Control Message (BCM);

c) automated message confirming loading of baggage at its point of reconciliation;

d) misconnected baggage information – MSF world tracer report; and

e) delay codes in accordance with IATA AHM 730.

6 Information Format

6.1 The following standard IATA messages must be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
FFM/XFFM	FREIGHT FLIGHT MANIFEST	IATA AHM	
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	WCHR, WCHS, WCHC
CAL	CHANGE ASSISTANCE LIST	IATA AHM	

6.2 Heathrow 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	730
Form of INTERLINE BAGGAGE TAG	IATA RES	740

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

Address LHRBAYA	MVT, LDM, SLS, DIV, ASM, FFM/XFFM
Address LHRTP7X	PTM, MSF, PAL, CAL, PSM and forward booking information
Address BRUNAXH (if sending by SITA) OR if unable to use SITA:	FFM/XFFM
Address BRUNA7X (if sending by ARINC)	
SITA MDS (Message Distribution Service)	All Baggage Information Messages (BIM's)

6.4 Heathrow expects Airport Users to follow the messaging process as specified in IATA RP1800, where possible.

SCHEDULE 2 – Airport Operations Plan

1.1 The Airport Operations Plan ("**AOP**") at the Airport is a joint initiative between aircraft operators, groundhandlers, NATS and Heathrow. The key aim of an AOP is to facilitate the sharing of operational data and create a rolling operational plan that is visible to key stakeholders across the airport. The AOP is built upon the principles of Airport Collaborative Decision Making ("**A-CDM**"), and shares arrival and departure flight information with EUROCONTROL and the wider ATC network to allow for a more stable and predictable ATC network operation.

1.2 AOP specifically depends on timely, accurate and reliable updates to the Target Off Block Time ("**TOBT**") which is the time an aircraft expects to be ready to push back from stand. Good quality TOBTs enable optimisation of airport infrastructure, runway throughput and resources. AOP dynamically advises the Network Manager (EUROCONTROL) of the aircraft's target take-off time and trajectory through airspace blocks to aid traffic demand management. Predictable and stable ground operations are key to reducing delays and optimising the use of airspace, and all Airport Users have an important role to play in this.

1.3 The Airport User must:

a) ensure all TOBTs entered represent a feasible and achievable time at which the aircraft is ready to push back, and keep TOBTs updated throughout the aircraft turnaround process;

b) update TOBTs for any change of +/- 5 minutes or greater, either directly or via the Airport User's appointed groundhandling provider by sending a standard IATA departure message e.g., ED message;

c) avoid changes within the 10-minute period prior to TOBT, e.g., if the TOBT is 10:00 it should not be changed after 09:50;

d) aim to provide at least 10 minutes' notice for any new TOBT value, e.g., if the current time is 10:00, a TOBT of 10:20 should not be changed to 10:05; and

e) ensure that their pilots report Ready to Start to Air Traffic Control in a window of TOBT +/- 5 minutes, or request TOBT to be updated if not ready to start, either directly or via the Airport User's appointed groundhandling provider.

1.4 From 30 minutes before estimated departure, Air Traffic Control uses TOBT to assign a Target Start-Up Approval Time ("**TSAT**") to each flight. This is the time that an aircraft can expect to receive start up approval considering the TOBT value provided as well as the overall traffic situation. By considering all known operational inputs, including any Calculated Take-Off Times ("**CTOTs**") issued by EUROCONTROL to a particular flight, TSATs provide an optimised pre-departure sequence. The TSAT is recalculated regularly and updated as revisions are made to TOBT and other operational parameters.

1.5 More details are available on AOP on Heathrow's website: www.heathrow.com/aop.

SCHEDULE 3 – Notification of Aircraft Details

As required by Conditions 3.1.9 and 3.1.12, the Airport User must notify Heathrow of the following aircraft details for each aircraft that it intends to operate at the Airport:

- registration
- type
- certificate of registration holder
- owner, if different from certificate of registration holder
- airline details
- effective dates of operation
- certified maximum take of weight/MTOW (in tonnes)
- percentage compliance CAEP emission standard (CAEP 4 and CAEP 6)
- noise certificate/noise certification (or equivalent documentation) disclosing the certified noise levels (this documentation must identify each aircraft type, registration and MTOW)
- engine type
- engine identification number (UID) and the associated ICAO Aircraft Engine Emissions Databank information[13]. For aircraft where the relevant engine is not contained in the ICAO Aircraft Engine Emissions Databank, Heathrow will use the data set out here: https://www.bazl.admin.ch/en/engine-emissions. If the relevant engine is not listed therein, and has not been provided by the Airport User, the value(s) used shall be that as determined at Heathrow's sole discretion (acting reasonably).

[13] For larger aircraft, further information on the databank is available, here: https://www.easa.europa.eu/en/domains/environment/icao-aircraft-engine-emissions-databank.

SCHEDULE 4 – Heathrow Contact Information

Email

Contact reason	Email
General matters	Airline.relations@heathrow.com
Data Submissions	Airline_bookinginfo@heathrow.com
Forward Booking Submissions	Airline_bookinginfo@heathrow.com
Payment and delivery information or questions	lhraircraft_charges@heathrow.com creditcontrol@heathrow.com
Disputes	As set out in Condition 24, above.
Remittances	remittances@heathrow.com
Updates in fleet, noise certificates and aircraft flight manuals	auwr@heathrow.com

Telephone

For all telephone questions regarding these Conditions, please contact Heathrow Business Support Centre in the first instance on the following number: +44 (0)141 585 6000

Registered Office Address for Service of Notices

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

Addressed for the attention of: Aviation Director and General Counsel

Invoice queries

For all questions regarding invoices, the Airport User should use the contact details that are set out on the invoice in question.

SCHEDULE 5 – Charges effective from 1 January 2027

A. Aeronautical Charge

The charge payable by the Airport User for the supply to it by Heathrow of certain Facilities and Services (the **Aeronautical Charge**) comprises three components: (a) movement charges (b) aircraft landing / take off fees; and (c) parking charges.

1 Movement Charges

1.1 This charge is calculated by reference to the Maximum Take Off Weight and Engine NOx Emissions and noise certification values for sideline, flyover and approach for all flights.

1.2 Noise Charges are charged on all movements (both take-off and landing).

Noise Charging Categories

Helicopters	£1,077.56
Fixed wing aircraft not exceeding 16 metric tonnes	£2,132.07

	Maximum	Ultra-High	Super High	High	Base	Low	Super Low	Ultra-Low
Fixed wing aircraft exceeding 16 metric tonnes – outside Night Quota Period and Peak Night Quota Period	£48,585.30	£8,097.57	£4,048.78	£2,429.27	£1,619.51	£1,133.66	£890.73	£809.76
Fixed wing aircraft exceeding 16 metric tonnes – Night Quota Period	£242,926.50	£40,487.85	£20,243.90	£12,146.35	£8,097.55	£5,668.30	£4,453.65	£4,048.80
Fixed wing aircraft exceeding 16 metric tonnes – Peak Night Quota Period	£388,682.40	£64,780.56	£32,390.24	£19,434.16	£12,956.08	£9,069.28	£7,125.84	£6,478.08

Qualification criteria for noise charges

Noise category	Maximum	Ultra-High	Super High	High	Base	Low	Super Low	Ultra-Low
Cumulative EPNdB reduction from ICAO Chapter 3 standard of at least[14]	Less than 10	Less than 14	Less than 17	Less than 20	Less than 23	Less than 26	Less than 29	29 or more

[14] This represents the sum of the differences between the certified noise values for a particular aircraft registration at the three monitoring points (sideline, flyover and approach) and the Chapter 3 limits at these points (noise chapters are as defined in ICAO Annex 16, Volume 1).

1.3 **Night Quota Period Charges**: For any movements that are unscheduled during the Night Quota Period, Noise Charges are **5 times** the normal charges. Heathrow may, at its sole discretion, waive these additional charges in exceptional circumstances.

1.4 **Peak Night Quota Period Charges**: For any movements that are unscheduled during the Peak Night Quota Period, Noise Charges are **8 times** the normal charges. Heathrow may, at its sole discretion, waive these additional charges in exceptional circumstances.

1.5 As set out in Condition 13.1, if the Airport User has infringed noise thresholds or failed to operate in accordance with NPRs, it may be subject to further charges as set out in notices/directions published by Heathrow, including but not limited to, those set out in OSI 060 and the UK AIP.

1.6 **Domestic Noise Charges**

a) For aircraft flown on scheduled New Domestic Destination routes or scheduled Domestic Destination routes that averaged fewer than 100 passengers per ATM in 2022, a 50% reduction will apply to the applicable noise charges incurred in the first 24 months of operation, decreasing to a 25% reduction for a further 24 months of operation. These reductions do not apply to any flights operated during the Night Quota Period and/or Peak Night Quota Period. Any applicable route may only benefit from a single period of reduced noise charges, up to a maximum of 48 months.

b) For the avoidance of any doubt, where any routes have become eligible for reduced domestic charges in 2023 and/or 2024 under the 2023 and/or 2024 definitions of New Domestic Destinations, notwithstanding any changes to that definition after 2024 they will continue to receive the reduced charge until the reduction period specified above ends.

1.7 **Emissions Charges**

a) <u>NOx Charges</u>

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:	£21.09

b) <u>Carbon Charges</u>

An Engine Carbon Emission charge is payable on each landing by a fixed wing aircraft over 8,618kg:

Carbon charge per kg:	£0.04
For Turboprop aircraft, a set charge is applied per landing:	£22.00

2 Aircraft Landing/Take Off Fees

2.1 Aircraft Landing/Take Off Fees are calculated on a per Passenger basis as set out below.

2.2 **Minimum Departure Charge**

a) There is a minimum charge on departure for all flights leaving the Airport (**Minimum Departure Charge**). The Minimum Departure Charge is:

Destination	Minimum Departure Charge
Domestic	£0
Common Travel Area	£1,018.20
European	£1,864.94
Other Destinations	£4,447.20

2.3 The Minimum Departure Charge will apply where the total amount of Embarking Passenger charges incurred by a flight is below the applicable Minimum Departure Charge. For the avoidance of any doubt, movement, parking and any other charges set out in this Schedule 5 and elsewhere in these Conditions are not included within the Minimum Departure Charge.

2.4 The Aircraft Landing/Take-Off Fee for flights departing to a Domestic Destination or a Common Travel Area Destination shall be subject to a £7.50 connectivity discount calculated per Embarking Passenger. Flights to Common Travel Area Destinations are subject to a CTA differential charge of £0.25.

2.5 The Aircraft Landing/Take-Off Fee is calculated by reference to numbers of Embarking Passengers as follows:

a) The Aircraft Landing/Take-Off Fee calculated per Embarking Passenger (other than Transfer Passengers or Transit Passengers) with the relevant passenger discount is:

Destination	Charge
Domestic Destinations	£16.72
Common Travel Area Destinations	£16.97
European Destinations	£24.22
Other Destinations	£55.59

b) The Aircraft Landing/Take-Off Fee calculated per Embarking Passenger who is a Transfer Passenger or Transit Passenger with the relevant passenger discount is:

Destination	Charge
Domestic Destinations	£8.36
Common Travel Area Destinations	£10.18
European Destinations	£14.53
Other Destinations	£33.35

2.6 **Remote Stand Rebate**

a) The remote stand rebate applies for scheduled flights arriving or departing from a stand which has been designated as remote by Heathrow.

b) The Remote stand rebate is calculated per Passenger and is: £7.60

2.7 **New Route Credit**

a) Subject to paragraph 2.7d), an Airline operating direct scheduled passenger flights to a New Destination shall be entitled to a New Route Credit equal to:

(i) 50% of the applicable take-off fees calculated per Embarking Passenger incurred during the first 12 months following commencement of the scheduled flights ("**Year 1 Period**"); and

(ii) 25% of the applicable take-off fees calculated per Embarking Passenger incurred during the second 12 months following commencement of the scheduled flights ("**Year 2 Period**").

b) Any eligible route may only benefit from the New Route Credit once, and for a maximum period of 24 months comprising the Year 1 Period and the Year 2 Period ("**Eligibility Period**").

c) For the avoidance of doubt, where any routes have become eligible for reduced charges in 2027 under the 2027 definition of New Destination, notwithstanding any changes to that definition after 2027 they will continue to receive the reduced charge until the Eligibility Period ends.

d) The eligibility criteria for the New Route Credit are as follows:

(i) The route must satisfy the definition of New Destination in Condition 2;

(ii) The Airline must notify Heathrow of the proposed New Destination route at least one month before the commencement of scheduled passenger flights and receive confirmation of eligibility from Heathrow. Notifications must be submitted using the contact details specified in Schedule 4 for general matters;

(iii) The scheduled passenger flight must be a direct (i.e. non-stop) service;

(iv) The route must be publicly available for sale; and

(v) The Airline must operate a minimum of three scheduled passenger flights per week to the New Destination throughout the Year 1 Period (and if applicable, the Year 2 Period) ("**Frequency Requirement**").

e) Subject to paragraph 2.7f), if an Airline does not satisfy the Frequency Requirement during the Year 1 Period or Year 2 Period, the New Route Credit will not accrue in respect of that period.

f) If the ACL grants slot alleviation in respect of a flight eligible for the New Route Credit, the affected service shall be deemed to have operated for the purposes of assessing compliance with the Frequency Requirement.

g) Following the end of the Year 1 Period and Year 2 Period, the Airline must provide such evidence as Heathrow may reasonably require to verify compliance with paragraph 2.7d).

h) Subject to Heathrow verifying the Airline's compliance with paragraph 2.7d), any applicable reductions under the New Route Credit will be implemented by way of a credit to the qualifying Airline's Heathrow airport charges account.

(i) Heathrow will use reasonable endeavours to apply the credit referred to in paragraph 2.7h) within 30 days after the end of the Year 1 Period or the Year 2 Period (as applicable).

(ii) A New Route Credit is non-transferable, has no cash value and cannot be withdrawn or cashed out in any way. A New Route Credit can only be used against airport charges incurred by way of operations at the Airport.

(iii) If, as at the date of intended application of the New Route Credit, the Airline has outstanding debts owing to Heathrow, the Airline has 21 days in which to confirm which account debt the amount should be receipted against. If no such confirmation is forthcoming, the New Route Credit will be applied so as to be receipted against the oldest outstanding undisputed debt.

3 Parking Charges

3.1 Parking charges shall be payable in respect of parking 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 2100 and 0559 UTC.

3.3 The following charges for parking aircraft at the Airport between 06h00 and 20h59 UTC:

a) Wide Bodied Aircraft

(i) there is no charge for up to 90 minutes on all stands;

(ii) there is no charge for an additional 150 minutes on remote stands only;

(iii) if a Wide Bodied Aircraft is moved from a stand or remote stand to a Maintenance Area, a new parking period under paragraph 3.3a)(i) or 3.3a)(ii) (as applicable) shall commence when the aircraft returns to a stand or remote stand;

(iv) the charge per 15 minutes or part thereof after any free period is:

£117.20

b) Narrow Bodied Aircraft

(i) there is no charge for up to 30 minutes on all stands;

(ii) there is no charge for an additional 210 minutes on remote stands only;

(iii) if a Narrow Bodied Aircraft is moved from a stand or remote stand to a Maintenance Area, a new parking period under paragraph 3.3b)(i) and

3.3b)(ii) (as applicable) shall commence when the aircraft returns to a stand or remote stand;

(iv) the charge per 15 minutes or part thereof after any free period is: £55.81

3.4 Parking on a stand within the Passenger Terminal Area is restricted to a maximum of 24 hours. After an accumulated 24 hours, irrespective of any repositioning within the Passenger Terminal Area, the Airport User shall, if requested by Heathrow, remove the Airport User's aircraft from the Passenger Terminal Area. If the Airport User does not remove the aircraft upon that instruction, for every 15 minutes or part thereof during which the aircraft occupies a stand within the Passenger Terminal Area after the accumulated 24 hours until such time as the aircraft departs from the Airport, the Airport User shall pay an additional parking charge equivalent to **8 times** the standard parking charge that would have applied, with any normally applicable free periods automatically disapplied.

3.5 Parking charges will be applied from Chocks-On to Chocks-Off.

3.6 In this paragraph 3 (Parking Charges):

a) Wide Bodied Aircraft includes, but is not limited to, aircraft with the following classifications 332, 333, 343, 346, 358, 359, 351, 388, 744, 763, 764, 772, 74Y, 76B, 77A, 77W, 788, 789, 78X;

b) Narrow Bodied Aircraft includes, but is not limited to, aircraft with the following classifications 100, 318, 319, 320, 321, 733, 738, 73G, AT5, AT7, CR7, E90, E95, ER3, ER4, F70, M81, 75W, 752;

c) Maintenance Area means 701, 702, 703, BB, NO1, RB1, RB2, RB3, RB10, RB11, RB12, RB13, RB14, RB15, RB16, RB17, RB18, RB19, RB20, TF3, TF4, TF5, VIR.

B. Other

1 Policing

1.1 Where any flight or other Airport User related matter imposes an additional policing requirement over and above the services normally provided at the Airport, the Airport User concerned shall be required to Pay any costs reasonably and properly incurred by Heathrow.

2 Tariffs General Notice

2.1 At the Airport, the relevant charges for electricity, water and sewerage, fixed electrical ground power, staff ID cards and vehicle apron passes, staff car parking, hold baggage screening, baggage, airside licences, airport waste services, pre-conditioned air, Heathrow contribution to the funding of the AOC and passenger requiring support (PRM) services as set out in the most recent Tariffs General Notice are payable.

2.2 The Tariffs General Notice is accessible on Heathrow's website here: https://www.heathrow.com/company/doing-business-with-heathrow/regulated-charges

3 Rebates

3.1 Heathrow's Aviation Director (or delegate as nominated from time to time) has the sole discretion on behalf of Heathrow to abate or waive any or all charges under these Conditions for any category of traffic or in any individual case or circumstance, as they may specify from time to time.

4 Emergency Support

4.1 If Heathrow needs to arrange and/or incur any costs for the provision of:

a) any last minute or emergency groundhandling support for the Airport User; and/or

b) any emergency response services for the Airport User,

the cost of this shall be fully rechargeable to the Airport User and shall be payable by the Airport User on demand.

4.2 As set out in paragraph 4.1 above, should Heathrow need to arrange and/or incur any costs for the provision of: (1) any last minute or emergency groundhandling support for the Airport User and/or (2) any emergency response services for the Airport User, the cost of this shall be fully rechargeable to the Airport User and shall be payable on demand.

4.3 If the Airport User fails to comply with the Airline Passenger Welfare Protocol and due to that default Heathrow (after making reasonable attempts to contact the Airport User) provides assistance to the Airport User's Passengers directly, all costs (internal and external) reasonably incurred by Heathrow shall be fully rechargeable to the Airport User and shall be payable by the Airport User on demand.

SCHEDULE 6 – SAF incentive 2027

1. Passenger ATMs

1.1. A SAF Incentive Scheme will apply for Passenger ATMs between 1 January 2027 and 31 December 2027, the terms of which are set out below.

1.2. In this paragraph 1 of Schedule 6, the following terms shall have the following meanings:

Airline	means an aircraft operator holding a valid operating certificate and who carries passengers to and from the Airport in accordance with these Conditions.
RPK	means the revenue passenger kilometres for each Airline, based on actual operations between October 2025 and September 2026.
SAF	means a qualifying sustainable aviation fuel, as set out in Heathrow's SAF Incentive Guidance (as amended from time to time).
SAF Allocation	means the Airline's allocated share of the SAF tonnage that qualifies for the SAF Incentive Pot.
SAF Credit	means an Airline's share of the SAF Incentive Pot based on 50% of the SAF Premium multiplied by the tonnage of SAF delivered by the Airline to the Airport in 2027, up to a maximum amount of their SAF Allocation.
SAF Incentive Pot	means the total SAF Credit to be paid to qualifying Airlines calculated at a maximum cumulative amount of £81.24m GBP for 2027 and based on 50% of the SAF Premium required to achieve a 2.0% SAF mix at Heathrow over and above the UK Government mandated amount.
SAF Incentive Guidance	means the guidance document that Heathrow will endeavour to publish by 30 October 2026 which sets out further technical details and requirements of the Incentive Scheme (as updated from time to time).
SAF Premium	means the additional price paid for SAF compared to fossil kerosene fuel, in the amount of £1400 GBP per tonne of SAF.
SAF Proposal	means the tonnage of SAF an Airline proposes to deliver to the Airport between 1 January 2027 and 31 December 2027.

1.3. By participating in the SAF incentive scheme, the Airline agrees that Heathrow can publicise the Airline's involvement, unless the Airline gives Heathrow notice in writing to saf@heathrow.com that the Airline does not agree for Heathrow to do so. No details of any individual Airline submissions, allocations, proposals or credits will be published.

1.4. The maximum cumulative SAF Credit applied across all qualifying Airlines together for 2027 will be £81.24 million GBP.

1.5. Where the full SAF Incentive Pot has not been collected by the end of 2027, Heathrow may either (at its sole discretion):

1.5.1. reduce the value of the SAF Premium, SAF Incentive Pot, SAF Credit and/or any SAF Allocation to match the amount of the SAF Incentive Pot collected; or

1.5.2. recover any outstanding amount as part of the revenue requirement for the SAF Incentive Pot in 2029 (should the SAF Incentive Scheme continue beyond 2029).

1.6. If at the end of 2027, the SAF Incentive Pot has been over-recovered, Heathrow will allocate any over-recovery into the SAF Incentive Pot for 2029, should the SAF Incentive scheme continue beyond 2029.

1.7. In order to participate in the SAF Incentive Scheme, the Airline must confirm its intention to participate and submit details of their SAF Proposal to Heathrow, in the manner and by the deadline set out in the SAF Incentive Guidance. Heathrow may (at its sole discretion) decide to amend the deadline set out above, however, if the Airline fails to submit its SAF Proposal within the applicable timeframe, Heathrow may (at its sole discretion) refuse to allow the Airline to participate in the SAF Incentive Scheme.

1.8. Following receipt of the SAF Proposal, Heathrow will, notify the Airline of their SAF Allocation by the deadline set out in the SAF Incentive Guidance.

1.9. The SAF Allocation will be calculated by:

1.9.1. reviewing the SAF Proposal;

1.9.2. calculating the proportional RPK for each Airline making a SAF Proposal; and

1.9.3. dividing the SAF Incentive Pot proportionally between participating Airlines, by reference to the cumulative SAF Proposals and RPKs.

1.10. If, following receipt of all SAF Proposals and calculating SAF Allocations, the scheme is undersubscribed, then Heathrow may (at its sole discretion) offer Airlines further opportunities to submit additional SAF Proposals.

1.11. Where additional SAF Proposals are submitted under paragraph 1.10 of this Schedule 6, any further SAF Allocations may be done at Heathrow's sole discretion on any fair and non-discriminatory basis, as between Airlines making further submissions.

1.12. Subject to these Conditions, where an Airline has delivered SAF to the Airport meeting its SAF Allocation, it may qualify for a SAF Credit. To qualify for payment of a SAF Credit, the Airline must provide to Heathrow, evidence of SAF delivery to the Airport in accordance with the requirements and by the deadline set out in Heathrow's SAF Incentive Guidance. Airlines may provide the evidence required this either quarterly or annually. This evidence will be required for verification prior to the allocation of any applicable SAF Credit. Heathrow may use a third-party supplier to carry out such verification who will be bound by confidentiality provisions in line with those set out in these Conditions.

1.13. On or after 1 June 2027, Heathrow will commence a mid-year review of each Airline's delivery against its SAF Allocation ("**Mid-Year SAF Review**"). In accordance with the process set out in the SAF Incentive Guidance, the Mid-Year SAF Review allows Airlines to voluntarily relinquish up to 50% of their SAF Allocation that they do not expect to utilise by the end of the year, for re-allocation amongst other Airlines.

1.14. If, by 23h59 (UK time) on 31 December 2027, an Airline has not delivered its full SAF Allocation:

1.14.1. the Airline must provide Heathrow with reasons as to why the full SAF Allocation has not been delivered. Depending on the reasons given and where the failure to deliver the full SAF Allocation is repeated or not reasonably justified, Heathrow may (at its sole discretion) decide to limit that Airline's participation in the SAF Incentive Scheme in future years, for example (but not limited to) by declining a SAF Proposal from that Airline or giving a smaller SAF Allocation than was requested;

1.14.2. the value of the Airline's SAF Credit will be reduced to reflect the amount of SAF delivered;

1.14.3. where extraordinary circumstances outside of the Airline's control have prevented it from delivering its Airline SAF Allocation, following consultation with all Airlines and acting reasonably, Heathrow may amend the delivery date set out in paragraph 1.13 above;

1.14.4. where any participating Airline has over-delivered against its SAF Allocation, Heathrow may reallocate any remaining amounts in the SAF Incentive Pot as between those participating Airlines who have over-delivered on a fair and non-discriminatory basis.

1.15. If, prior to the date on which the SAF Credit is applied, an Airline ceases operations at the Airport (including but not limited to, for reasons of insolvency), any SAF Credit relating to that Airline will no longer be applicable.

1.16. Subject to these Conditions and provision of the relevant evidence to show SAF delivery to the airport, and verification of that evidence, any applicable SAF Credit will be implemented by way of a credit to each qualifying Airline's Heathrow airport charges account. Where the Airline has provided the relevant delivery evidence at quarterly intervals and it has been verified, any applicable SAF Credit may be applied each quarter, as set out in the SAF Incentive Guidance. Alternatively, any applicable SAF Credit will be applied by the end of 31 March 2028, as set out in the SAF Incentive Guidance. A SAF Credit is non-transferable, has no cash value and cannot be withdrawn or cashed out in any way. A SAF Credit can only be used against airport charges incurred by way of operations at the Airport. If, as at the date of intended application of the SAF Credit, the Airline has outstanding debts owing to Heathrow, the Airline has 21 days in which to confirm which account debt the amount should be receipted against. If no such confirmation is forthcoming, the SAF Credit will be applied so as to be receipted against the oldest outstanding undisputed debt on the Airline's Heathrow airport charges account.

2. Cargo ATM's

2.1. A Cargo SAF Incentive Scheme will apply for Cargo ATMs between 1 January 2027 and 31 December 2027, the terms of which are set out below.

2.2. In this paragraph 2 of Schedule 6, the following terms shall have the following meanings:

Cargo Airline	means an aircraft operator holding a valid operating certificate and who carries cargo on cargo-only flights to and from the Airport in accordance with these Conditions.
Cargo SAF Allocation	means the Cargo Airline's allocated share of the SAF tonnage that qualifies for the Cargo SAF Incentive Pot.
Cargo SAF Credit	means a Cargo Airline's share of the Cargo SAF Incentive Pot based on 50% of the SAF Premium multiplied by the tonnage of SAF delivered by the Cargo Airline to the Airport in 2027, up to a maximum amount of their Cargo SAF Allocation.
Cargo SAF Incentive Pot	means the total Cargo SAF Credit to be paid to qualifying Cargo Airlines calculated at a maximum cumulative amount of £0.41m GBP for 2027 and based on 50% of the SAF Premium required to achieve a 2.0% SAF mix at Heathrow over and above the UK Government mandated amount.
Cargo SAF Proposal	means the tonnage of SAF a Cargo Airline proposes to deliver to the Airport between 1 January 2027 and 31 December 2027.
FTK	means the freight tonne kilometres for each Cargo Airline, based on actual operations between October 2025 and September 2026.
SAF	means a qualifying sustainable aviation fuel, as set out in Heathrow's SAF Incentive Guidance (as amended from time to time).
SAF Incentive Guidance	means the guidance document that Heathrow will endeavour to publish by 30 October 2026 which sets out further technical details and requirements of the Incentive Scheme (as updated from time to time).
SAF Premium	means the additional price paid for SAF compared to fossil kerosene fuel, in the amount of £1400 GBP per tonne of SAF.

2.3. By participating in the SAF incentive scheme, the Cargo Airline agrees that Heathrow can publicise the Cargo Airline's involvement, unless the Cargo Airline gives Heathrow notice in writing to saf@heathrow.com that the Cargo Airline does not agree for Heathrow to do so. No details of any individual Cargo Airline submissions, allocations, proposals or credits will be published.

2.4. The maximum cumulative Cargo SAF Credit applied across all qualifying Cargo Airlines together for 2027 will be £0.41 million GBP.

2.5. Where the full Cargo SAF Incentive Pot has not been collected by the end of 2027, Heathrow may either (at its sole discretion):

2.5.1. reduce the value of the SAF Premium, Cargo SAF Incentive Pot, SAF Credit and/or any Cargo SAF Allocation to match the amount of the Cargo SAF Incentive Pot collected; or

2.5.2. recover any outstanding amount as part of the revenue requirement for the SAF Incentive Pot in 2029 (should the SAF Incentive Scheme continue beyond 2029).

2.6. If at the end of 2027, the Cargo SAF Incentive Pot has been over-recovered, Heathrow will allocate any over-recovery into the SAF Incentive Pot for 2029, should the SAF Incentive scheme continue beyond 2029.

2.7. In order to participate in the Cargo SAF Incentive Scheme, the Cargo Airline must confirm its intention to participate and submit details of their Cargo SAF Proposal to Heathrow, in the manner and by the deadline set out in the SAF Incentive Guidance. Heathrow may (at its sole discretion) decide to amend the deadline set out above, however, if the Cargo Airline fails to submit its Cargo SAF Proposal within the applicable timeframe, Heathrow may (at its sole discretion) refuse to allow the Airline to participate in the Cargo SAF Incentive Scheme.

2.8. Following receipt of the Cargo SAF Proposal, Heathrow will, notify the Cargo Airline of their Cargo SAF Allocation by the deadline set out in the SAF Incentive Guidance.

2.9. The Cargo SAF Allocation will be calculated by:

2.9.1. reviewing the Cargo SAF Proposal;

2.9.2. calculating the proportional FTK for each Cargo Airline making a Cargo SAF Proposal; and

2.9.3. dividing the Cargo SAF Incentive Pot proportionally between participating Cargo Airlines, by reference to the cumulative Cargo SAF Proposals and FTKs.

2.10. If, following receipt of all Cargo SAF Proposals and calculating Cargo SAF Allocations, the scheme is undersubscribed, then Heathrow may (at its sole discretion) offer Cargo Airlines further opportunities to submit additional SAF Proposals.

2.11. Where additional SAF Proposals are submitted under paragraph 2.10 of this Schedule 6, any further SAF Allocations may be done at Heathrow's sole discretion on any fair and non-discriminatory basis, as between Cargo Airlines making further submissions.

2.12. Subject to these Conditions, where a Cargo Airline has delivered SAF to the Airport meeting its Cargo SAF Allocation, it may qualify for a Cargo SAF Credit. To qualify for payment of a Cargo SAF Credit, the Cargo Airline must provide to Heathrow, evidence of SAF delivery to the Airport in accordance with the requirements and by the deadline set out in Heathrow's SAF Incentive Guidance. Cargo Airlines may provide the evidence required this either quarterly or annually. This evidence will be required for verification prior to the allocation of any applicable Cargo SAF Credit. Heathrow may use a third-party supplier to carry out such verification who will be bound by confidentiality provisions in line with those set out in these Conditions.

2.13. On or after 1 June 2027, Heathrow will commence a Mid-Year SAF Review. In accordance with the process set out in the SAF Incentive Guidance, the Mid-Year SAF Review allows Cargo Airlines to voluntarily relinquish up to 50% of their SAF Allocation that they do not expect to utilise by the end of the year, for re-allocation amongst other Cargo Airlines.

2.14. If, by 23h59 (UK time) on 31 December 2027, a Cargo Airline has not delivered its full SAF Allocation:

2.14.1. the Cargo Airline must provide Heathrow with reasons as to why the full SAF Allocation has not been delivered. Depending on the reasons given and where the failure to deliver the full SAF Allocation is repeated or not reasonably justified, Heathrow may (at its sole discretion) decide to limit that Cargo Airline's participation in the SAF Incentive Scheme in future years, for example (but not limited to) by declining a SAF Proposal from that Cargo Airline or giving a smaller Cargo SAF Allocation than was requested;

2.14.2. the value of the Cargo Airline's Cargo SAF Credit will be reduced to reflect the amount of SAF delivered;

2.14.3. where extraordinary circumstances outside of the Cargo Airline's control have prevented it from delivering its Cargo SAF Allocation, following consultation with all Cargo Airlines and acting reasonably, Heathrow may amend the delivery date set out in paragraph 2.13 above;

2.14.4. where any participating Cargo Airline has over-delivered against its Cargo SAF Allocation, Heathrow may reallocate any remaining amounts in the Cargo SAF Incentive Pot as between those participating Cargo Airlines who have over-delivered on a fair and non-discriminatory basis.

2.15. If, prior to the date on which the Cargo SAF Credit is applied, a Cargo Airline ceases operations at the Airport (including but not limited to, for reasons of insolvency), any Cargo SAF Credit relating to that a Cargo Airline will no longer be applicable.

2.16. Subject to these Conditions and provision of the relevant evidence to show SAF delivery to the airport, and verification of that evidence, any applicable Cargo SAF Credit will be implemented by way of a credit to each qualifying Cargo Airline's Heathrow airport charges account. Where the Cargo Airline has provided the relevant delivery evidence at quarterly intervals and it has been verified, any applicable Cargo SAF Credit may be applied each quarter, as set out in the SAF Incentive Guidance. Alternatively, any applicable Cargo SAF Credit will be applied by the end of 31 March 2028, as set out in the SAF Incentive Guidance. A Cargo SAF Credit is non-transferable, has no cash value and cannot be withdrawn or cashed-out in any way. A Cargo SAF Credit can only be used against airport charges incurred by way of operations at the Airport. If, as at the date of intended application of the Cargo SAF Credit, the Cargo Airline has outstanding debts owing to Heathrow, the Cargo Airline has 21 days in which to confirm which account debt the amount should be receipted against. If no such confirmation is forthcoming, the Cargo SAF Credit will be applied so as to be receipted against the oldest outstanding undisputed debt on the Cargo Airline's Heathrow airport charges account.

SCHEDULE 7 – Procedure for moving/removing Aircraft by Heathrow

1 In the event that Heathrow is required to move/remove an aircraft as a result of a failure by the Airport User to comply with an order issued to the Airport User under these Conditions:

1.1 Heathrow will, where applicable, follow the procedures for the recovery of disabled aircraft set out in Heathrow Aerodrome Manual and other relevant operational instructions.

1.2 In other cases, Heathrow will provide the Airport User with as much notice as is, in all the circumstances, reasonably practicable:

a) that Heathrow intends to move/remove the aircraft;

b) of the proposed location to which the aircraft is to be relocated;

c) of the means by which Heathrow intend to move/remove the aircraft; and

d) of any conditions which may apply to the Airport User's recovery of the aircraft.

1.3 In the event that the notice referred to in paragraph 1.2 of this Schedule 7 is not practicable, Heathrow will notify the Airport User, as soon as possible:

a) that Heathrow has moved/removed the aircraft;

b) of the location to which the aircraft has been moved; and

c) of any Conditions which may apply to the Airport User's recovery of the aircraft.

SCHEDULE 8 – Operating Principles

Airport Users should comply with the following Operating Principles:

- Airport Users must engage with and adopt Heathrow's automation programme, using Common Use Self Service ("**CUSS**") and Self-Service Bag Drop ("**SSBD**") where the Airport User is operating from enabled zone(s) and desk(s).
- Airport Users should ensure they resource and operate baggage make up areas to deliver the operational plan.
- Airport Users must (and must ensure that their Groundhandlers) adhere to terminal stand planning rules, copies of which can be obtained from the AOC.

SCHEDULE 9 – Airline Passenger Welfare Protocol

Rules of Conduct

SUMMARY

This document outlines the standards required from airlines operating at Heathrow in the event of significant disruption, which affects their passengers.

In the interests of passenger welfare when using Heathrow Facilities and Services at the Airport, Airport Users agree to use their best endeavours to comply with the Airline Passenger Welfare Protocol.

Airport Users are still required to meet their obligations under Regulation (EC) No 261/2004 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced from time to time).

1 COMMUNICATION

1.1 In the event of a flight cancellation Airport Users will notify their passengers within 1 hour of the cancellation decision (unless the cancellation is within 1 hour).

1.2 In the event of a delay of more than 2 hours in the departure of a flight, Airport Users will notify their passengers within 1 hour of becoming aware of that delay.

1.3 Airport Users will provide a representative to participate in the Heathrow Operations Conference Call.

1.4 Airport Users that have websites will, in the event of a potential or actual disruption:

a) include a generic statement to inform passengers of the potential or actual disruption consistent with the stakeholder call update within 1 hour; and

b) provide sufficient website resilience.

1.5 Airport Users will confirm the cancellation or reinstatement of a flight with ACL within 30 minutes of the cancellation or reinstatement decision.

1.6 Airport Users will provide sufficient resilient 24/7 telephone rebooking phone lines with both their main domestic language and English-speaking operators to cope with increased call volumes, activated within 1 hour of a major disruption.

1.7 Airport Users shall ensure passenger rights leaflets are provided to passengers who are at the Airport at all ticket, check-in and information desks.

1.8 Airport Users shall provide an Informed Representative to communicate with Heathrow operations and co-ordinate with the reservist staff throughout the period of disruption.

2 PROVISIONS

2.1 Airport Users shall provide passengers with sustenance (sandwiches or equivalent food vouchers) appropriate to the time of day without charge:

a) for short haul flights where the flight is delayed by 2 hours or more;

b) for long haul flights, where the flight is delayed by 4 hours or more.

2.2 If the 2 or 4 hour delay (as specified above) is known to the airline at the time the passenger checks in or bag drops at the Airport, Airport Users shall provide this sustenance at that point.

2.3 In the event of flight cancellations, Airport Users shall encourage passengers to return home.

2.4 Airport Users shall provide passengers with transfers and hotel accommodation without charge for overnight delays.

2.5 Airport Users shall provide an Informed Representative at the Airport to deploy welfare response and shall prioritise Passengers Requiring Support, unaccompanied minors, elderly persons and families with young children.

3 PROCESS FACILITATION AND RESOURCE DEPLOYMENT

3.1 Airport Users representatives shall resource desks at the Airport to support passenger re-booking throughout the period of disruption.

3.2 Airport Users shall provide access to multilingual staff (whom as a minimum speak their main domestic language as well as English) throughout the period of disruption.

4 DEFINITIONS

4.1 In this Protocol the following terms shall have the following meanings:

Airport Users mean the operators of aircraft using Heathrow Airport;

Heathrow Operations Conference Call means the regular airline stakeholder telephone conference calls scheduled by Airport Operations with escalations to the business as usual call managed through the Stage 2 Event or Stage 3 Event processes during disruption;

Informed Representative means a designated person based at Heathrow Airport authorised to take decisions on behalf of the airline;

Notify means provide appropriate information by SMS text message, email and/or telephone;

Passengers Requiring Support means passengers to whom the PRM Regulation is applicable;

Website means main airline website and any associated websites such as online booking facilities; and

Sufficient resilience means demonstrating sufficient resilience to support their Heathrow operations during periods of significant disruption e.g. 40-50 times normal daily traffic, with load testing every six months or procedures in place to offer a reduced service.