

**DATED** \_\_\_\_\_ **202[1]**

**HEATHROW AIRPORT LIMITED**

**and**

**[NAME OF LICENSEE]**

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**HEATHROW AIRPORT**  
**AIRSIDE OPERATIONS LICENCE**

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**THIS LICENCE** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 202[1]

**BETWEEN**

- (1) **HEATHROW AIRPORT LIMITED** whose registered office is at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW and whose registered number is 01991017 (“**HAL**”); and
- (2) **[NAME]** whose registered office is at [registered address] and whose registered number is [number] (“**Licensee**”)

each a “Party” and together the “Parties”

**WHEREAS**

- (A) HAL has agreed to grant to the Licensee a licence to provide Approved Services at the Airport, subject to the terms of this Licence.
- (B) The Licensee warrants and represents that it has necessary skill, experience, and Equipment to provide the applicable Airside Operations Services in accordance with Good Industry Practice.
- (C) An executed copy of this Licence is required prior to the grant of any vehicle permits to any company wishing to provide Airside Operations Services at the Airport.
- (D) HAL may amend the terms of this Licence at any time by providing the Licensee with three (3) months’ written notice of the amendment(s).

**1. Definitions and Interpretation**

1.1 For the purposes of this Licence the following expressions shall have the meanings given below unless the context requires otherwise:

<b>Accident</b>	means an unplanned event that results in injury, ill health or damage;
<b>Accommodation</b>	has the meaning given in clause 26;
<b>Airport</b>	means all the land and buildings shown in Schedule 1 of the Byelaws forming London Heathrow Airport;
<b>Airport Community App</b>	means the application used by HAL to communicate operational updates to the Licensee;
<b>Airport ID Pass</b>	means the identification pass granted by HAL under its ID Pass Scheme and the terms and conditions of the ID Pass Scheme to Licensees and/or Licensee Personnel;
<b>Airside</b>	means the movement area of the Airport, adjacent terrain, buildings and portions thereof to which access is restricted, and (a) the movement area of the Airport, adjacent terrain and buildings or portions thereof, access to which is restricted, such as certain cargo and aircraft maintenance facilities (Other Airside Areas); (b) Airside areas where, in addition to access

	being restricted, other aviation security standards are applied (Security Restricted Area) and (c) (i) all areas of the Airport that are accessible by screened departing Passengers; (ii) all areas through which screened departing hold baggage may pass or in which screened unsecured hold baggage may be held; and (iii) any part of the Airport that has been designated for parked aircraft to be boarded or loaded, as well as areas as determined by HAL and notified to the Licensee from time-to-time; (Critical Part of the Security Restricted Areas);
<b>Airside Driving Permit</b>	means the permit issued by or on behalf of HAL and paid for by the Licensee as is required under ASDRVE_OSI_006 (as amended or replaced from time to time) in order for a person to be allowed to drive Airside;
<b>Airside Operations Services</b>	means any airside activities that are carried out Airside at the Airport using vehicle(s) or equipment that requires a vehicle pass and which fall out of scope of the Groundhandling Regulations including but not limited to those categories of activities listed in Schedule 2 of this Agreement;
<b>Airside Operations Services Contract</b>	means a contract to provide Airside Operations Services at the Airport;
<b>Airside Operator</b>	means a company who has been appointed to provide Airside Operations Services at the Airport under an Airside Operations Services Contract;
<b>Applicable Law</b>	means any legislation at any time relating to or applicable to the provision of Airside Operations Services or any lawful requirement or demand of any court, governmental body or regulatory authority (including the Regulator) having authority over HAL or the Licensee in respect of which compliance is obligatory;
<b>Applicable Standards</b>	means any generally recognised industry or service standard or code of practice (including British and European Standards and Codes of Practice) which relates to airport operation, security and Airside Operations Services;
<b>Approved Services</b>	means those Airside Operations Services provided by the Licensee at the Airport for which HAL has given its approval under this Licence, as more particularly set out in Schedule 1;
<b>Audit</b>	means any audit carried out under the process set out in clause 14;
<b>Byelaws</b>	means the Heathrow Airport Limited Byelaws, 2014 (as amended or replaced from time to time);
<b>Change of Control</b>	means in respect of the Licensee the acquisition of Control of the Licensee by any person or persons acting in concert (within the meaning of the City Code on Takeovers and Mergers) who did not previously exercise Control of the Licensee or any

	person who has Control of the Licensee;
<b>Charges</b>	means the charges set out in the Tariffs General Notice from time to time;
<b>Classified Drug</b>	means any drug or substance the possession and/or consumption of which would be illegal in England without a valid doctor's prescription;
<b>Confidential Information</b>	<p>means, in relation to each Party, all information of a confidential nature relating to the business and/or operations of that party (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:</p> <ul style="list-style-type: none"> <li>a) any trade secrets, processes, customer lists, databases, trading details, information in relation to employees and officers or other information or activities of a confidential nature or which is commercially sensitive or price sensitive relating to either Party or third parties (including details of activities, businesses or finances of any such company);</li> <li>b) any other information specifically designated by a party as confidential;</li> <li>c) any such information subsisting in any intellectual property of either Party;</li> <li>d) any information concerning airport security, law enforcement or investigations by authorities; and</li> <li>e) the provisions and subject matter of this Licence;</li> </ul>
<b>Control</b>	has the meaning described in section 1124 of the Corporation Tax Act 2010;
<b>Data Protection Requirements</b>	has the meaning described in clause 17;
<b>Dispute Resolution Procedure</b>	means the process described in clause 25;
<b>Driving Licence</b>	means any applicable government-issued driving licence (or certificate of competence equivalent) as set out under ASDRVE_OSI_006 (as amended or replaced from time to time) and that is required to lawfully drive at the Airport;
<b>Effective Date</b>	means the date of this Licence;
<b>Environmental Standards</b>	means those environmental standards issued by HAL from time to time;

<b>Equipment</b>	means all tools, appliances, protective clothing, safety equipment, Standard Vehicles, Specialised Vehicles, trailers, signs and barriers required or used by the Licensee or Licensee Personnel in providing the Airside Operations Services, including (as the context so permits or requires) HAL's equipment;
<b>Fault Reporting System</b>	means the system and telephone numbers for reporting equipment that is defective or in need of servicing notified by HAL to the Licensee from time to time;
<b>Force Majeure Event</b>	means the following: act of God, act of terrorism, war, explosions, fires, floods, volcanic eruption, volcanic ash cloud, tempests, earthquake, insurrection, riot, civil disturbance, rebellion, strike, lock-out or labour dispute but excluding: <ul style="list-style-type: none"> <li>a) any industrial action occurring within the organisation of the Affected Party or any of its subcontractors; or</li> <li>b) the failure by a subcontractor of the Affected Party to perform its obligations under any subcontract;</li> </ul>
<b>Good Industry Practice</b>	means that degree of skill, care, prudence and foresight and operating practice or generally recognised industry or service standard which would reasonably and ordinarily be expected of a skilled and experienced airport or airside operator;
<b>General Notice</b>	means the notice issued by HAL from time to time setting out information regarding Airside Operations Services, groundhandling services, Airside driving, and Airside vehicle permits at the Airport;
<b>Groundhandling Approvals Board</b>	means the Heathrow colleague group which is charged with reviewing applications in relation to Groundhandling Services and other Airside Operations Services at the Airport as set out in the Groundhandling General Notice;
<b>Group</b>	means, in respect of any Party, that Party and its holding companies and subsidiaries together with all subsidiaries of such holding companies and subsidiaries from time to time;
<b>HAL Data</b>	means all data (however recorded, preserved or disclosed) relating to HAL and its operations including but not limited to data relating to: <ul style="list-style-type: none"> <li>a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of HAL or HAL's Group; and</li> <li>b) the operations, processes, product or service information, know-how, designs, trade secrets or software of HAL of HAL's Group,</li> </ul> but not including any data that is or becomes generally available to the public other than as a result of its disclosure by the

	Licensee;
<b>HAL's Licencing Team</b>	means HAL's Airside licencing team;
<b>HAL Notices</b>	means all instructions, notices and directions issued by HAL from time to time. These include, but are not limited to, the Tariffs General Notice, Operational Notices, and other general notices;
<b>Health and Safety Standards</b>	means those health and safety standards issued by HAL from time to time;
<b>ID Pass Scheme</b>	means the arrangements operated by HAL for the prior authorisation of individuals with an Airport ID Pass and motor vehicles to enter various areas of the Airport on an unescorted/escorted basis and all continuing administration and management relating thereto;
<b>Insolvency Event</b>	<p>means the occurrence of any of the following:</p> <ul style="list-style-type: none"> <li>a) the Licensee or a member of its Group is unable or admits inability to pay its debts as they fall due or is deemed (within the meaning of section 123(1) of the Insolvency Act 1986) to or declared to be unable to pay its debts under applicable law, suspends or threatens in writing to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling its indebtedness;</li> <li>b) a moratorium is declared in respect of any indebtedness of the Licensee or a member of its Group;</li> <li>c) any corporate action, legal proceedings or other legal procedure or formal step is taken in relation to: <ul style="list-style-type: none"> <li>i. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement, composition, compromise, assignment or otherwise) of the Licensee or any member of its Group other than a solvent liquidation or reorganisation of the Licensee or any member of its Group which is not an Obligor;</li> <li>ii. a composition, compromise, assignment or arrangement with any creditor by the Licensee or any member of its Group; or</li> <li>iii. the appointment of a liquidator (other than in respect of a solvent liquidation of the Licensee or a member of its Group which is not an Obligor), receiver, administrative receiver, administrator, special administrator, compulsory manager, monitor or</li> </ul> </li> </ul>

	<p>other similar officer in respect of the Licensee or any member of its Group or any of its material assets,</p> <p>or any analogous procedure or step is taken in any jurisdiction;</p>
<b>Just Culture</b>	<p>means a culture in which staff or other persons are not punished for actions, omissions or decisions taken by them that are commensurate with their experience and training, but in which gross negligence, wilful violations and destructive acts are not tolerated (as set out in EC Regulation 376/2014, 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;</p>
<b>Landside</b>	<p>means any area of the Airport that is not Airside;</p>
<b>Licence</b>	<p>means this Licence, together with any schedules and appendices hereto;</p>
<b>Licence Fee</b>	<p>means the figure published in the Tariffs General Notice from time to time;</p>
<b>Licence Infringement Notice</b>	<p>means the notice issued from time to time by HAL detailing the Licensee's breach of the terms and conditions of this Licence;</p>
<b>Licence Period</b>	<p>means the period set out in clause 4;</p>
<b>Licensee Personnel</b>	<p>means all employees, officers, contractors, subcontractors and agents engaged by or on behalf of the Licensee in connection with the provision of Approved Services at the Airport;</p>
<b>Limited Duration Vehicle Apron Pass</b>	<p>means a Vehicle Apron Pass issued by HAL for a limited period of time only;</p>
<b>Losses</b>	<p>means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses;</p>
<b>Lost Time Injury</b>	<p>means any work-related illness or injury that results in time lost from work. This category of injury does not include any time lost the same workday (as the injury) but starts when time is lost from the next workday or work shift;</p>
<b>Material Breach</b>	<p>means a breach of the Licensee's obligations under this Licence relating to a safety, security, payment or critical performance obligation, or where indicated that breach of a provision would be a Material Breach;</p>
<b>Material Change in Circumstance</b>	<p>means any significant business change of the Licensee that might reasonably affect the operation or performance of the Approved Services;</p>



<b>Notified Contract</b>	means a contract for Airside Operations Services that has been notified to and agreed by HAL in accordance with clause 2 of this Licence;
<b>Obligor</b>	means the counterparty and its guarantor (if any);
<b>Operational Advice Notice or OAN</b>	means a notice from HAL advising of operational changes at the Airport;
<b>Operational Notice</b>	means a notice issued by HAL, including but not limited to Operational Safety Instructions, Operational Advice Notices, safety alerts, security notices, safety notices and Terminal Notices;
<b>Operational Requirements</b>	means the operational requirements of HAL as notified to the Licensee from time to time;
<b>Operational Safety Instruction or OSI</b>	means all instructions, notices or directions from time to time in force issued by a Director of HAL or other authorised representative of HAL relating to safety or the proper operation of the Airport, usually listed at <a href="http://www.heathrowairport.com/airside">http://www.heathrowairport.com/airside</a> and otherwise available from HAL on written request by the Licensee;
<b>Passenger</b>	means any natural person arriving at or departing from the Airport on an aircraft;
<b>Performance Improvement Plan</b>	has the meaning set out in clause 18.3(a);
<b>Performance Review</b>	means the assessment of Licensee's provision of Airside Operations Services against the standards set out in Schedule 3;
<b>Performance Standards</b>	means the standards as are set out in Schedule 3 of this Licence;
<b>Prohibited Substance</b>	means any drug, substance or liquid that is not a Classified Drug or illegal for possession or consumption but when taken results in an effect likely to impair the safe and proper delivery of Airside Operations Services at the Airport;
<b>Regulator</b>	means any regulator or regulatory body (including the Civil Aviation Authority) or any person acting on its behalf or appointed pursuant to its instructions which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Licence or other affairs of HAL;
<b>RIDDOR</b>	means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;
<b>Safety Incident</b>	an occurrence, condition, or situation arising in the course of work that resulted in or could have resulted in injuries, illnesses,

	damage to health, or fatalities;
<b>Safety Investigations Team</b>	means HAL's team responsible for investigating any Accidents or Safety Incidents that occur Airside;
<b>Safety Management System</b>	means a comprehensive management system designed to manage safety elements in the workplace including but not limited to: policies, objectives, plans, procedures, organisational arrangements and responsibilities, risk management, training, monitoring, review and continuous improvement;
<b>Security Standards</b>	means those security standards and/or communications issued by HAL to the Licensee from time to time;
<b>Specialised Vehicles</b>	means passenger carrying vehicles over 17 seats (driver and 16 passengers), large commercial vehicles equal to or above 7.5 tonne maximum authorised mass and purpose-built vehicles or equipment such as hi-lift vehicles, unit load device ("ULD") carriers, ULD loaders, tugs, toilet trucks, loading elevators and/or a vehicle where the specialist body or fitments represent over 50% of the new purchase price;
<b>Spillage</b>	means a spillage of any hazardous goods, liquids, substances or waste that could cause pollution to the environment, such as aviation fuel, hazardous chemicals, hydraulic fluid or foul water or any other polluting substances;
<b>Standard Vehicles</b>	means terminal buggy, cars, vans, 4X4, pick-ups, passenger carrying vehicles up to 17 seats (driver and 16 passengers), light commercial vehicles less than 7.5 tonne maximum authorised mass fitted with simple bodywork such as flatback or box body, where the value of the new chassis represents over 50% of the total vehicle price;
<b>Tariffs General Notice</b>	means the notice issued by HAL from time to time setting out the relevant charges for items including but not limited to: electricity, fixed electrical ground power, water and sewerage, low temperature hot water, domestic hot water, chilled water, gas, staff identity cards and Vehicle Apron Passes, staff car parking, baggage, check-in desks and common use self-service (CUSS), Airside licences, airport waste services, pre conditioned air, IT services and infrastructure, persons requiring support, the Airline Operators Committee (AOC) and the use of other airport facilities and services;
<b>Terminal Notices</b>	means all instructions, notices or directions from time to time in force issued by HAL relating to safety or the proper operation of the Airport within the terminal footprint;
<b>VAT</b>	means value added tax as defined in the Value Added Tax Act 1994 (and legislation supplemental to it) and including any other tax from time to time replacing it or of a similar fiscal nature, or its equivalent charged in other jurisdictions;

<b>Vehicle Apron Pass</b>	means the security pass affixed to vehicles and self-propelled motorised equipment as required under EC Regulation 300/2008 (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) for all vehicles and self-propelled motorised equipment Airside at the Airport; and
<b>Working Day</b>	means any day which is not a Saturday, Sunday or bank or public holiday in England;

- 1.2 References to the singular include the plural and vice versa. References to one gender include all other genders.
- 1.3 The recitals, Schedules and any annex or appendix to such Schedules form part of this Licence and references to this Licence include the recitals, Schedules and any annex or appendix to a Schedule.
- 1.4 A reference to any clause, sub-clause, paragraph, Schedule, Schedule parts, part or exhibit is except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, Schedule, Schedule parts, part or exhibit of and to this Licence.
- 1.5 Any reference to this Licence or to any other document shall include any permitted variation, amendment or supplement to such document.
- 1.6 A reference to any enactment, order, regulation or other similar instrument or legislation shall be construed as referring to any enactment, order, regulation or other similar instrument or legislation which replaces, re-enacts, amends or consolidates such enactment, order, regulation or other similar instrument or legislation (with or without modification) at any time.
- 1.7 Any reference to a person includes individuals, firms, partnerships and corporations and their successors and permitted assignees or transferees.
- 1.8 The clause, sub-clause, Schedule, Schedule part, part, exhibit and (where provided) paragraph, headings and captions in the body of this Licence do not form part of this Licence and shall not be taken into account in its construction or interpretation.
- 1.9 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.10 Words in parentheses and italics appearing after a clause reference or a reference to a schedule part are inserted for ease of reference only. If there is any discrepancy between the clause reference and the words in parentheses and italics appearing after a clause reference, the latter shall prevail.
- 1.11 The terms "holding company" and "subsidiary" have the meaning given in section 1159 of the Companies Act 2006.
- 1.12 If there is any conflict or inconsistency between the provisions contained in the main body of this Licence and any provisions contained in the schedules or of any document(s) mentioned in this Licence, the provisions contained in the main body of this Licence shall prevail save to the extent that any provision in a schedule or of any document(s) mentioned in this Licence is expressly stated as taking priority.

1.13 Nothing in this Licence shall constitute or be construed as constituting or establishing any agency, partnership or joint venture between the Parties to this Licence for any purpose whatsoever.

## 2. Licence to Operate

2.1 In consideration of the payment by the Licensee of the Licence Fee to HAL, HAL grants to the Licensee a non-exclusive licence for the Licence Period to provide, in accordance with the terms of this Licence, the Approved Services (as have been approved under the terms of this Licence and are indicated in Schedule 1 of this Licence) in respect of any Notified Contracts, at the Airport.

2.2 Before the Licensee can provide Airside Operations Services at the Airport, the Licensee must submit, in accordance with the terms set out in the General Notice, details of the Airside Operations Services Contract to HAL for consideration, in accordance with the following process:

- a) contract notifications should be submitted no less than sixty (60) days prior to the proposed commencement of the provision of the Airside Operations Services;
- b) once a contract has been notified to HAL, HAL will consider the contract as set out in the General Notice and whether the proposed services can be accommodated at the Airport;
- c) if the proposed services can be accommodated and approved, HAL will specify a date on or after which the provision of those Airside Operations Services under the Notified Contract can commence ("**Services Start Date**"); and.
- d) the Licensee acknowledges that if a contract notification is not submitted at least sixty (60) days prior to the proposed commencement of the provision of the Airside Operations Services, then the Services Start Date may be later than requested.

2.3 Other than Approved Services under Notified Contracts, the Licensee may not provide any other Airside Operations Services at the Airport without first obtaining the written permission of HAL.

2.4 Nothing in this Licence shall confer on the Licensee any right of access to the Airport in circumstances in which access to the Airport is restricted.

2.5 The Licensee must, within ten (10) Working Days, notify HAL of:

- a) any Material Change in Circumstance; and
- b) in relation to any contract to provide Airside Operations Services at the Airport:
  - i. any new contract award (which must then be submitted in accordance with the provisions of clause 2.2 of this Licence);
  - ii. any contract extension (including but not limited to where a contract is due to become a rolling contract);
  - iii. any contract scope change (which must then be submitted in accordance with the provisions of clause 2.2 of this Licence); and/or
  - iv. any contract termination, expiry or other loss of a contract.

### **3. Licence Suspension**

- 3.1 Where the Licensee's Notified Contract(s) are expired and the Licensee no longer holds any active Notified Contract for Approved Services at the Airport, the Licensee may request that HAL suspend this Licence for a period of up to three (3) months whilst the Licensee endeavours to obtain a further contract for the provision of Airside Operations Services at the Airport ("**Licence Suspension**").
- 3.2 HAL at its sole discretion may accept or reject a request for a Licence Suspension. Where such a request is accepted by HAL, this Licence will not terminate automatically in accordance with clause 18.5.
- 3.3 Without prejudice to the terms of any other agreement for Accommodation with HAL, in advance of the commencement of any Licence Suspension period, the Licensee must remove all Equipment, vehicles and any other Licensee property from all areas of the Airport including but not limited to the Airside area and HAL shall be entitled to suspend:
- a) all Airside access permissions for any Licensee Personnel; and/or
  - b) all Airside access permits for any vehicles, plant and/or Equipment used by the Licensee and/or the Licensee Personnel.
- 3.4 If within the Licence Suspension period, the Licensee obtains a new contract to provide Airside Operations Services at the Airport, it should notify the contract to HAL in accordance with clause 2 of this Licence and if approved, the Licence Suspension will end as of the Services Start Date.

### **4. Licence Period**

- 4.1 This Licence shall commence on the Effective Date and shall continue in force for five (5) years unless terminated earlier in accordance with clause 18.

### **5. Licensee Undertakings**

- 5.1 The Licensee undertakes to HAL that it will (and procure that the Licensee Personnel will) at all times throughout the Licence Period:
- a) provide the Approved Services in accordance with Good Industry Practice, Applicable Standards, industry guidance, Operational Notices and Applicable Law;
  - b) provide the Approved Services in accordance with the Performance Standards and keep for a minimum of 6 (six) months any information relevant to those standards for HAL to inspect;
  - c) comply at all times with:
    - i. the Byelaws;
    - ii. the Health and Safety Standards and any other Airport health and safety requirements;
    - iii. the Environmental Standards;
    - iv. the Security Standards and the terms and conditions of the ID Pass Scheme; and

- v. all relevant HAL Notices including but not limited to all relevant Operational Safety Instructions and procure that these instructions are promptly and sufficiently communicated to the Licensee Personnel;
- d) disseminate all relevant HAL Notices promptly to such persons as identified therein and comply with those directions and/or instructions in the manner and within the time period as may be stated therein;
- e) not do (and ensure that the Licensee Personnel do not do) anything that could put HAL in breach of Applicable Law; and
- f) not drive any vehicle including but not limited to Standard Vehicles and Specialised Vehicles without the relevant Driving Licence and Airside Driving Permit (as applicable).

5.2 Failure to comply with all or any part of clause 5.1 is a Material Breach.

5.3 The Licensee shall:

- a) in accordance with clause 2 of this Licence, not provide any Airside Operations Services at the Airport that are not Approved Services under a Notified Contract;
- b) immediately report to HAL any Equipment of HAL that:
  - i. has been damaged either by the Licensee or any Licensee Personnel;
  - ii. has been damaged by any other person on the airfield (to the extent that the Licensee or any Licensee Personnel are aware of the damage); and/or
  - iii. is defective or in need of repair or servicing,all such reports shall be made using the Fault Reporting System;
- c) promptly notify HAL whenever it has reasonable grounds to believe:
  - i. that any Licensee Personnel, Standard Vehicles, Specialist Vehicles, Equipment or any other person or physical property involved in delivering the Approved Services have been involved in an Accident or Safety Incident at the Airport that has caused any damage to an aircraft, infrastructure, Licensee Personnel, Standard Vehicles, Specialist Vehicles, Equipment or any other person or physical property; and/or
  - ii. that any unsafe acts, practices or conditions have taken place or subsist at the Airport; and/or
  - iii. that any failure or other event is likely to have a detrimental effect on the Licensee's ability to provide the Approved Services in accordance with this Licence;

Where applicable, notification under this clause 5.3.c) should be made in accordance with any relevant HAL Notice(s) (as amended or replaced from time to time).

- d) not do or omit to do (and procure that the Licensee Personnel do not do or omit to do) anything which in the reasonable opinion of HAL results in (or may result in) damage to HAL's reputation;

- e) take all reasonable steps to ensure that in the performance of this Licence neither the Licensee nor the Licensee Personnel cause any wrongful interference whatsoever to Passenger services or security or security operations, the operations of HAL or its contractors or any person at or on the Airport and shall ensure that neither it nor the Licensee Personnel wrongfully interferes with any plant, ways, works, appliances or other property belonging to HAL or to any other person;
- f) take all reasonable steps to ensure that no damage is caused to any property of HAL or any tenant, customer or concessionaire of HAL or any person at the Airport, and shall take reasonable steps to ensure that no pollution of air, water or land occurs, including any pollution by fuel, and that no nuisance and/or any risk to the health of any person at the Airport is either created or aggravated;
- g) obtain and maintain in force for the duration of this Licence any licences, permissions, authorisations, consents and permits needed to supply the Approved Services in accordance with this Licence;
- h) provide (and procure that the Licensee Personnel provide) the Approved Services in a professional and efficient manner without interruption to Passenger services and at all times in accordance with the Operational Requirements and HAL Notices;
- i) provide (and procure that the Licensee Personnel provide) the Approved Services in a neat, clean and safe manner and without causing any nuisance, annoyance, disturbance or inconvenience to HAL or any third party;
- j) allow HAL at all reasonable times and without notice to inspect the provision of the Approved Services;
- k) not to do or omit to do (and procure that the Licensee Personnel do not do or omit to do) anything that may cause HAL any Losses;
- l) not, without the prior written consent of HAL, to permit the entry of any Licensee Personnel or any other person in or upon any part of the Airport from which the general public are excluded except as may be necessary for the purposes of providing the Approved Services;
- m) liaise and co-operate (and procure that the Licensee Personnel liaise and cooperate) with other persons authorised by HAL to provide services at the Airport;
- n) cooperate and assist in any safety investigation performed by or on behalf of HAL;
- o) cooperate (and procure that the Licensee Personnel cooperate) with HAL when essential maintenance work is carried out by or on behalf of HAL at the Airport;
- p) cooperate (and procure that the Licensee Personnel cooperate) with HAL when there is any industrial action affecting the Airport;
- q) ensure relevant Licensee Personnel download the Airport Community App and refer to information provided therein;
- r) not display any name, writing, notice, sign, placard, poster, sticker or advertisement anywhere in the Airport other than one showing only the Licensee's name (as used

in this Licence) or official trading name or branding unless permitted to do so in writing by HAL; and

- s) notify HAL within 7 days if Licensee Personnel permitted to drive Airside ceases to be employed by the Licensee.

5.4 In accordance with clause 5.3.c), the Licensee shall promptly notify HAL of all relevant Accidents, Safety Incidents, unsafe acts, practices or conditions. Where required by a HAL Notice or following HAL's request, the Licensee agrees to submit to HAL's Safety Investigation Team as soon as practicable, a further report setting out comprehensive details of any investigation (including but not limited to details of the root cause) conducted by the Licensee into the relevant incident. The report should include details of the findings and recommendations. HAL has the right to circulate anonymised details of the incident, any safety findings, root cause findings and observations to third parties who, in the opinion of HAL, may be interested in such information. Where it is not possible to sufficiently anonymise such details prior to circulation, HAL shall request the consent of the Licensee to circulate (such consent not to be unreasonably withheld or delayed).

5.5 The Licensee must provide HAL with a current copy of the Licensee's:

- a) Safety Management System, including a specific Airside safety policy and contact details of the people responsible for legal, environmental issues, health and safety operations at the Licensee's organisation
- b) resilience plan, including but not limited to the Licensee's response to environmental incidents, severe weather, industrial action, supply interruptions, IT disruption, vehicle and/or aircraft recovery;
- c) certificates of all insurance held by the Licensee necessary for the performance of the Approved Services, including but not limited to those set out in clause 21.

Where the Licensee updates, amends or replaces any of the above, an updated copy should be provided to HAL.

5.7 The Licensee must provide at HAL's request, or if requested as part of the audit process and/or following a safety event, a current copy of the Licensee's:

- a) Safety Management System including, but not limited to, the health and safety at work policy and arrangements for the provision of competent health and safety advice, training, planning, monitoring and review;
- b) environmental policy, including but not limited to how the Licensee addresses air and water pollution and waste management;
- c) anti-bribery, corruption and modern slavery policies (in accordance with clauses 9 and 10 of this Licence);
- d) health and safety risk assessment process and risk assessment documentation including but not limited to all work undertaken Airside;
- e) Airside safety induction policy setting out the Licensee's Airside safety training targets in respect of the induction training, safety training, safety skills training, general training, and refresher training;



- f) drug and alcohol policy, which should cover the Licensee's procedures in respect of alcohol, Classified Drugs and Prohibited Substances, which demonstrates the Licensee's commitment to complying with the requirements of the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012;
  - g) documentation evidencing a Just Culture;
  - h) training records and details of how Licensee Personnel are updated with Operational Safety Instructions and changes at and to the airfield or terminals.
- 5.9 The Licensee shall provide to HAL upon request a copy of the Licensee's business continuity and contingency plan for the Airport. Such plan shall reflect and comply with the Performance Standards, Environmental Standards, and Security Standards and deal with, in particular but without limitation:
- a) Airport incidents;
  - b) terrorist incidents;
  - c) environmental incidents;
  - d) Safety Incidents
  - e) severe weather;
  - f) geological disruption;
  - g) industrial action;
  - h) supply interruptions; and
  - i) IT disruption.
- 5.10 The Licensee shall appoint a representative responsible for liaising with HAL on matters relating to health and safety management and shall ensure that a suitably competent and properly qualified person attends all relevant safety meetings.
- 5.11 The Licensee further warrants to HAL that it will not directly or indirectly at any time:
- a) falsely represent itself as being HAL, or being connected with or interested in HAL or HAL's Group; or
  - b) do or say anything likely or calculated to lead any person, firm or company to withdraw from or cease to continue offering to HAL any rights of purchase, sale, import, distribution or agency then enjoyed by it; or
  - c) include the names or logos of HAL or any member of HAL's Group, or any other word or words resembling the same, in any title of any business which it may carry on, or in any marketing materials, or on the Licensee's website, without the prior written permission of HAL,
- and the Licensee acknowledges and agrees with HAL that sub-clauses a) to c) inclusive each constitute an entirely separate severable and independent covenant and restriction on it.
- 5.12 For the purposes of this Licence the Licensee is an independent licensee and shall

have no right, power or authority whatsoever to create any obligation, express or implied, on behalf of HAL or any member of HAL's Group and shall have no authority to represent HAL as an agent or to incur liabilities or obligations binding upon any member of HAL's Group.

- 5.13 The Licensee acknowledges, without prejudice to the terms and conditions of the ID Pass Scheme, that where any Licensee Personnel are identified as being involved in any wrongdoing or a breach of the terms of this Licence, HAL may suspend and/or withdraw that person's Airport ID Pass and any permission to access the Airport.

## **6. Licence Fee, Invoicing and Payment**

- 6.1 The Licence Fee and Charges are exclusive of VAT.

- 6.2 The Licence Fee shall be paid annually in advance for the duration of the Licence Period.

- 6.3 The Licensee shall pay to HAL the standard user Charges in respect of facilities and services supplied to the Licensee by HAL. Such Charges shall include, but are not limited to:

- a) check-in desk usage and common use self-service charges;
  - b) departure baggage hall usage charges;
  - c) staff car park charges;
  - d) ID pass charges;
  - e) hold baggage charges;
  - f) PRM charges;
  - g) utilities such as electricity, water, sewerage, low temperature hot water, domestic hot water, chilled water, gas;
  - h) fixed electrical ground power;
  - i) Vehicle Apron Passes;
  - j) Airside licences;
  - k) Airport waste services;
  - l) pre-conditioned air;
  - m) IT services; and
  - n) any other charges reasonably incurred by HAL,
- together in each case with VAT on such Charges.

- 6.4 The Licensee shall pay the Charges to HAL monthly in arrears, except the Charges listed at Clauses 6.3(f), (g) and (k), which shall be paid upon demand by HAL.

- 6.5 The Licensee shall pay to HAL in full any costs which HAL shall incur in connection with the provision of the Approved Services, including but not limited to any Spillage clean-up costs, as well as any applicable rent and other sums due for Accommodation, Equipment parking areas, and other properties in accordance with the terms of the relevant lease or other agreements.
- 6.6 All sums due which are not paid within thirty (30) days of the invoice date shall bear interest at the annual rate of 8% over the current Bank of England Base Rate, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 6.7 If the Licensee fails to pay amounts payable under this Licence when they fall due, this will amount to a Material Breach.
- 6.8 If the Licensee fails to adhere to the payment terms set out in this Licence on more than one occasion then HAL may require the Licensee to pay any Charges and/or any other amounts due under this Licence weekly, fortnightly or monthly in advance. Any variation to the payment requirements shall be communicated to the Licensee in writing (by email or by letter) and, where there is a difference, shall supersede and take precedence over any terms or payments dates that may be set out in an invoice or otherwise.
- 6.9 The Licensee shall not be entitled to any right of set-off or deduction from the Licence Fee, the Charges and/or any other payments made in accordance with this Licence. All payments shall be made in full without deductions (including taxes or charges). If 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 HAL as if no such tax or charge had been imposed.
- 6.10 Any queries relating to invoices shall be raised with the Credit Control Department at the HAL Business Support Centre within ten (10) Working Days of the invoice date. Contact numbers for the HAL Business Support Centre are shown on HAL's invoices and statements.

## **7. Contract Management and Requirements**

- 7.1 Each Party shall appoint at least one appropriate representative ("**Representative**") to manage the relationship with the other Party. If the Licensee fails to appoint a Representative, the Licensee's signatory of this Licence shall be the Licensee's Representative.
- 7.2 If requested by HAL, the Representatives must meet in order to, amongst other things, discuss the performance by the Licensee of its obligations under this Licence.
- 7.3 If requested by HAL, a formal Performance Review will take place at a senior strategic level on an annual basis throughout the Licence Period, such review to be held before each anniversary of the Effective Date.
- 7.4 Each Party shall notify the other of the name of its Representative following any personnel changes.

## **8. Licensee Personnel**

- 8.1 The Licensee shall ensure that the Approved Services are provided by a sufficient number of appropriately experienced, qualified, competent, and trained personnel who have appropriate knowledge of Airside Operations Services.
- 8.2 The Licensee shall ensure that the Licensee Personnel:
- a) receive suitable training on activities in restricted areas of the Airport, security, health and safety, crisis management, environmental protection, and the operation of Airside vehicles and Equipment, and that those personnel operate in accordance with such training;
  - b) comply with such rules, regulations and requirements (including those relating to security and safety) as may be in force from time to time for conduct of persons when at the Airport (including but not limited to the Byelaws and the terms and conditions of the ID Pass Scheme);
  - c) comply with all applicable HAL Notices, including but not limited to all Operational Safety Instructions;
  - d) are aware of the reporting arrangements in place in respect of any incidents (including but not limited to environmental, operational, security incidents or Safety Incidents);
  - e) are made aware of the Licensee's obligations under this Licence;
  - f) are able to read, write and speak English to a sufficiently high standard, such that they are able to understand instructions and warning notices;
  - g) are trained in HAL's Airport evacuation procedures and, if any part of the Airport needs (in the opinion of HAL) to be evacuated, assist with such evacuation;
  - h) wear and properly display their identity cards issued by HAL at all times whilst on the Airport, comply with the terms and conditions of the ID Pass Scheme and ensure that such cards are surrendered to HAL immediately upon any member of staff ceasing to be employed by the Licensee at the Airport;
  - i) do not possess or consume alcohol, or any Classified Drug or Prohibited Substance or be under the influence of the same whilst anywhere on the Airport;
  - j) have contractual arrangements with the Licensee that include obligations to comply with the Performance Standards, Environmental Standards, Security Standards, and HAL Notices;
  - k) are informed and trained in the safe working methods necessary for performing the Approved Services including the safe driving of Specified Vehicles and Standard Vehicles and safe use of Equipment;
  - l) have the appropriate Driving Licence and Airside Driving Permit (as applicable) at all times where responsible for driving any vehicle or equipment Airside at the Airport including but not limited to Specified Vehicles, Standard Vehicles and Equipment;

- m) understand that the Road Traffic Act 1988 applies to the public Airport road network and comply with any restrictions in place on the road network from time to time including but not limited to speed limits and parking restrictions;
  - n) comply with all speed limits and other applicable rules when driving a vehicle whether Airside or Landside;
  - o) conduct themselves in a professional manner at all times but particularly within the Passenger facing areas of the Airport;
  - p) do not cause any damage to the professional reputation of the Airport or HAL; and
  - q) do not behave in a manner which in HAL's reasonable opinion is unsafe or unprofessional.
- 8.3 HAL may, on reasonable grounds and by written notice to the Licensee, refuse to admit any Licensee Personnel onto, or withdraw permission for such persons to remain at, the Airport if:
- a) the Licensee Personnel have failed to comply with clause 8.2 above; or
  - b) it comes to HAL's attention that the Licensee Personnel have previously failed to comply with clause 8.2 whilst employed by another person at the Airport.

The Licensee shall comply with the terms of the notice issued by HAL.

- 8.4 The Licensee shall, at its own expense, ensure that all Licensee Personnel working at the Airport are provided with PPE where applicable and wear high visibility garments securely fastened when Airside, protective clothing and uniforms that are compliant with safety standards and appropriate to their duties which are easily identified by means of (i) a prominent identity tag issued by HAL and (ii) the Licensee's company logo displayed in accordance with OSI 042 (as amended or replaced from time to time).
- 8.5 The Licensee shall at all times be liable for all matters relating to the engagement or employment of the Licensee Personnel including terms of employment or engagement, benefits, health and safety and pay (the "**Employment Terms**") and all or any Losses (including any liability to taxation, redundancy costs and dismissal costs and any other claims) made or threatened by, on behalf of or in connection with the Licensee Personnel (the "**Claims**"). The Licensee agrees to indemnify and keep HAL indemnified in respect of any Losses which it may suffer or incur relating to the Employment Terms (including the cost of Employer's National Insurance contributions or any other similar tax/levy) and the Claims.

## **9. Anti-Bribery and Corruption**

- 9.1 The Licensee shall not and shall procure that the Licensee Personnel shall not solicit or accept any gratuities, or offer, give or agree to give to any employee, contractor, agent or representative of HAL any gift or consideration of any kind which could act as an inducement or reward for doing (or refraining from doing) any act in relation to this Licence.
- 9.2 The Licensee shall take all reasonable steps (in accordance with Good Industry Practice) to prevent fraud or bribery, including by the Licensee Personnel, in the performance of the Approved Services.

- 9.3 The Licensee warrants that it has not paid commission or agreed to pay commission to HAL, or any person employed by or on behalf of HAL in connection with this Licence.
- 9.4 The Licensee shall:
- a) comply with all Applicable Law, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
  - b) have and maintain in place (and shall ensure that its employees and Licensee Personnel adhere to) throughout the Licence Period its own policies and procedures (including adequate procedures under the Bribery Act 2010) to ensure compliance with the Bribery Act 2010;
  - c) promptly report to HAL any request or demand for any undue financial or other advantage of any kind received by the Licensee or any of the Licensee Personnel in connection with the performance of this Licence;
  - d) immediately notify HAL in writing if any foreign public official becomes an officer or employee of the Licensee or Licensee Personnel, or acquires a direct or indirect interest in the Licensee or Licensee Personnel (and the Licensee warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Licence); and
  - e) on request by HAL, certify in writing compliance with this clause 9 by the Licensee and all persons associated with it including the Licensee Personnel. The Licensee shall provide such supporting evidence of compliance as HAL may reasonably request.
- 9.5 The Licensee shall ensure that any person associated with it (including the Licensee Personnel) who is performing services or providing goods in connection with this Licence is bound by terms equivalent to those imposed on the Licensee in this clause 9. The Licensee shall be responsible for the observance and performance of this clause 9 and shall be directly liable to HAL for any breach by such persons of such terms.

## **10. Modern Slavery**

- 10.1 The Licensee shall:
- a) comply with all Applicable Law, statutes and regulations relating to modern slavery, including the Modern Slavery Act 2015;
  - b) have and maintain in place (and shall ensure that its employees and Licensee Personnel adhere to) throughout the Licence Period its own policies and procedures (including adequate procedures under the Modern Slavery Act 2015) to ensure compliance with the Modern Slavery Act 2015; and
  - c) on request by HAL, certify in writing compliance with this clause 10 by the Licensee and all persons associated with it including the Licensee Personnel. The Licensee shall provide such supporting evidence of compliance as HAL may reasonably request.
- 10.2 The Licensee shall ensure that any person associated with it (including the Licensee Personnel) who is performing services or providing goods in connection with this Licence is bound by terms equivalent to those imposed on the Licensee in this clause

10. The Licensee shall be responsible for the observance and performance of this clause 10 and shall be directly liable to HAL for any breach by such persons of such terms.

## **11. Assignment and Subcontracting**

- 11.1 The Licensee shall not, without the prior written consent of HAL such consent to be requested in accordance with the terms set out in the General Notice, assign the benefit of, novate or otherwise transfer this Licence (or any part of it) to any other person.
- 11.2 The Licensee shall not subcontract provision of any Approved Services at the Airport without the prior written consent of HAL via HAL's Licencing Team, such consent to be requested in accordance with the terms set out in the General Notice.
- 11.3 A Licensee's request to subcontract any Approved Services (or part of an Approved Service) should be submitted to HAL in accordance with the General Notice sixty (60) days prior to the intended commencement of the subcontracted Approved Services and must be accompanied by:
- a) an executed subcontract setting out sufficient detail (in the sole opinion of HAL) of the Approved Services which have been subcontracted, including but not limited to, details of the work scope, location, duration, insurance, safe working procedures, risk assessments and method statements; and
  - b) evidence of the subcontractor's membership of the ID Pass Scheme.
- 11.4 Consent for subcontracting will not be provided where the Airside Operations Services in question are not Approved Services under a Notified Contract.
- 11.5 If HAL at its sole discretion provides such consent, which for the avoidance of doubt (subject to Clause 20.6) it shall have no liability for delaying or withholding, then:
- a) the Licensee may only subcontract those Approved Services which HAL has at its sole discretion agreed the Licensee may subcontract;
  - b) the Licensee must procure that any and all of its subcontractors who are providing Airside Operations Services at the Airport first obtain an Airside Operations Licence from HAL. Failure to comply with this clause 11.5(b) will amount to a Material Breach; and
  - c) the Licensee will remain primarily liable for the provision of the Approved Services under the terms of this Licence and shall be liable for the acts and/or omissions of its subcontractor.
- 11.6 Where HAL has reasonable cause to assert that the performance of a subcontractor is not satisfactory, or such subcontractor is not acting reasonably, HAL may withdraw its consent in relation to such subcontractor by giving notice to the Licensee, such withdrawal of consent to take effect on deemed receipt of the notice by the Licensee as set out in clause 24.

## **12. Reports and Records**

- 12.1 During the Licence Period and for a period of six (6) years thereafter, the Licensee shall keep full, true and accurate records of its compliance and non-compliance with

its obligations under this Licence together with such other records as may from time to time be agreed in writing between HAL and the Licensee.

- 12.2 Subject to having been given reasonable notice in writing from HAL the Licensee shall ensure that all such records are available for inspection by HAL at any time.
- 12.3 The Licensee authorises HAL, for the duration of the Licence Period, to collect, collate and publish the Licensee's information in relation to performance at the Airport as part of HAL's operational performance monitoring. The Licensee acknowledges that HAL may provide relevant regulators with aggregated and anonymised information on incidents.
- 12.4 Clause 12 shall continue to apply notwithstanding the expiration or termination of this Licence.

### **13. Warranties and Representations**

- 13.1 The Licensee warrants and represents on a continuing basis to HAL that:
- a) it has all requisite corporate power and authority to enter into this Licence and to carry out the transactions contemplated therein;
  - b) the entering into and performance of its obligations under this Licence have been duly authorised by all necessary corporate action on its part and will not result in a breach of any agreement or arrangement by which it is bound or of Applicable Law;
  - c) it has obtained and will maintain all consents, permissions and other things necessary to enable it to legally perform its obligations under this Licence and to provide the Airside Operations Services and/or Approved Services;
  - d) it has a valid, enforceable, written contract with either HAL or any person to whom it provides Airside Operations Services at the Airport; and
  - e) the Approved Services shall meet the minimum standard of performance required by HAL.
- 13.1 The Licensee further warrants and represents on a continuing basis to HAL that:
- a) neither the Licensee nor any Licensee Personnel:
    - i. has committed an offence under the Modern Slavery Act 2015 ("**MSA Offence**");
    - ii. has been notified that it is subject to an investigation or prosecution related to an alleged MSA Offence; or
    - iii. is aware of any circumstances within its supply chain that could give rise to an MSA Offence;
  - b) it shall comply with the Modern Slavery Act 2015; and
  - c) it shall notify HAL immediately in writing if it becomes aware or has reason to believe that it, or any Licensee Personnel, has breached or potentially breached any of obligations under this clause. Such notice shall set out full details of circumstances concerning the breach or potential breach of such obligations.



**14. Audit**

- 14.1 HAL may inspect and examine the manner in which the Licensee supplies the Airside Operations Services during normal business hours on reasonable notice.
- 14.2 HAL may review, verify and/or Audit any matter related to the performance by the Licensee of its obligations under this Licence including:
- a) compliance by the Licensee with this Licence;
  - b) any matter related to the Licensee's delivery of the Airside Operations Services;
  - c) any aspect relating to the Licence Fee and/or Charges; and/or
  - d) the accuracy of any information provided to HAL under this Licence.
- 14.3 Audits may be carried out on two (2) weeks' written notice given by HAL to the Licensee except where HAL has reasonable grounds to suspect there is an issue which requires the Licensee to be audited immediately.
- 14.4 HAL aims to carry out Audits at the frequency set out in Schedule 6. All back-office Audits will be conducted on any Working Day between the hours of 9:00 and 17:00. All other Audits will be conducted during the Licensee's usual operating hours.
- 14.5 HAL or its nominated representatives shall have the right to:
- a) examine the Licensee's documents (except financial documents) which relate to the provision of the Airside Operations Services;
  - b) obtain copies of any documents (except financial documents) which it reasonably requires, and which relate to the provision of the Airside Operations Services; and/or
  - c) discuss the Airside Operations Services with such members of the Licensee Personnel as HAL reasonably considers necessary.
- 14.6 For the purposes set out in clause 14.2, the Licensee:
- a) hereby grants (and shall ensure that its subcontractors and/or any Licensee Personnel grant) to HAL and its nominated representatives free of charge a right of accompanied access to the Licensee Personnel and/or the Licensee's premises (or any other premises where the relevant information is stored in connection with the Airside Operations Services), systems and information between 09.00-17.00 on any Working Day; and
  - b) shall have the right to accompany the relevant HAL staff or representatives conducting such Audit.
- 14.7 The cost of any Audit shall be borne by HAL via the Licence Fee save where the Audit demonstrates:
- a) a material inaccuracy in the information provided by the Licensee; or
  - b) a breach of this Licence;
- in which case the costs shall be borne by the Licensee.

## 15. Intellectual Property

- 15.1 HAL grants no licence or other right to the Licensee or the Licensee Personnel relating to any of HAL's intellectual property.
- 15.2 The Licensee shall indemnify HAL from and against any Losses which HAL suffers or incurs as a result of any infringement by the Licensee or the Licensee Personnel of HAL's intellectual property rights.
- 15.3 Clause 15 shall continue to apply notwithstanding the expiration or termination of this Licence.

## 16. Confidentiality

- 16.1 In respect of all Confidential Information relating to a Party ("**Disclosing Party**") which the other Party ("**Receiving Party**") obtains under or in connection with this Licence, the Receiving Party agrees:
- a) to keep all Confidential Information confidential and protected from theft, damage, loss or unauthorised access;
  - b) to use the Confidential Information solely in connection with this Licence and not for its own benefit or the benefit of any third party; and
  - c) not to disclose the Confidential Information to any other person other than as permitted under this clause 16 or by any other clause of this Licence.
- 16.2 The Receiving Party may disclose the Confidential Information to those agents, employees, contractors and professional advisers of the Receiving Party (or any member of the Receiving Party's Group) only who have a need to know the Confidential Information in connection with this Licence, provided always that the Receiving Party ensures that the individuals who gain access to the Confidential Information are made aware of its confidential nature and are bound by equivalent obligations of confidentiality to those in this clause 16.
- 16.3 The Receiving Party shall notify the Disclosing Party immediately if it becomes aware of any unauthorised use, copying, or disclosure of the Disclosing Party's Confidential Information and the Receiving Party shall provide to the Disclosing Party all necessary assistance to terminate such unauthorised use and/or disclosure.
- 16.4 Clause 16.1 shall not apply to the disclosure of Confidential Information:
- a) with the written consent of the Disclosing Party;
  - b) if and to the extent required by law or by any competent regulatory authority or recognised stock exchange; or
  - c) which is already in or enters the public domain other than through breach of this clause,
- provided that any Confidential Information shall only be disclosed pursuant to clause 15.4(b) by the Receiving Party after notification to the Disclosing Party if such notification is practicable in the circumstances.
- 16.5 The restriction contained in clause 16.1 shall continue to apply notwithstanding

termination of this Licence.

## **17. Data Protection and HAL Data**

17.1 In the performance of its obligations under this Licence, the Licensee shall (and shall procure that its subcontractors and any Licensee Personnel shall) at all times:

- a) comply with its obligations under the Data Protection Act 2018, UK GDPR (retained EU law regulation 2016/679) and any other associated legislation or regulations (“**Data Protection Requirements**”);
- b) comply with any applicable codes of practice or other relevant guidance issued by the Information Commissioner's Office in connection with the Data Protection Requirements; and
- c) not perform its obligations under this Licence in such a way as to cause HAL to breach any of its obligations under the Data Protection Requirements.

17.2 The Parties agree and acknowledge that there is no personal data in the carrier data provided by HAL to the Licensee to perform its obligations under the Licence and that the Licensee will not be processing personal data on HAL's behalf in connection with this Licence. In the event of any changes to the Data Protection Requirements, or should the Parties identify that there is personal data processing taking place, the Parties agree, acting reasonably, to enter into a data processing agreement in connection with this Licence.

17.3 The Licensee shall:

- a) not delete or remove any proprietary notices or other notices contained within or relating to HAL Data;
- b) not alter, store, copy, disclose or use HAL Data, except as necessary for the performance of this Licence or as otherwise expressly authorised by this Licence;
- c) preserve, so far as possible, the integrity of HAL Data and prevent its loss, damage, corruption, disclosure, theft, manipulation or interception (taking all precautions as may be necessary for such preservation); or
- d) make secure back-up copies of HAL Data on such regular basis as is reasonable for the particular data concerned or as is instructed by HAL from time to time and immediately notify HAL if any of HAL Data is lost, becomes corrupted, is damaged or is deleted accidentally.

17.4 To the extent that HAL Data is held by the Licensee, the Licensee shall supply such HAL Data to any company in HAL's Group which may request the same from time to time.

## **18. Remedies and Termination**

18.1 The Licensee must comply with all aspects of this Licence including its Schedules. If the Licensee fails to comply with its obligations under this Licence and due to that default HAL is required to take action to ensure the safe and/or efficient running of the Airport, all costs reasonably incurred by HAL in remedying the default shall be fully rechargeable to the Licensee and shall be payable by the Licensee on demand.

- 18.2 If the Licensee breaches any provision of this Licence, then HAL may:
- a) commence the Dispute Resolution Procedure in accordance with clause 25 below; and/or
  - b) issue the Licensee with a Licence Infringement Notice in accordance with clause 18.3 below; and/or
  - c) withdraw approval for any Approved Services (in whole or in part); and/or
  - d) terminate the Licence (in whole or part) in accordance with clause 18.4 below.

18.3 If HAL issues the Licensee with a Licence Infringement Notice:

- a) the Licensee must, within fourteen (14) days of receipt, submit to HAL's Airside Standards and Assurance Manager (or other such person as HAL may notify the Licensee from time to time), for approval a written plan detailing the measures that the Licensee will take within a defined period to remedy the breach(es) set out in the Licence Infringement Notice;
- b) HAL shall endeavour to review the Licensee's Performance Improvement Plan within fourteen (14) days and determine in its sole discretion whether or not the Performance Improvement Plan is approved. HAL may direct that approval of any Performance Improvement Plan is contingent on the inclusion of minimum performance standards which the Licensee will be assessed against for a length of time to be determined by HAL;
- c) where a proposed Performance Improvement Plan is rejected, HAL may (at its sole discretion) make recommendations to the Licensee as to what needs to be addressed, which the Licensee should take into account. The Licensee shall make any necessary amendments and resubmit the Performance Improvement Plan for approval by HAL within seven (7) days; and
- d) where a Performance Improvement Plan is approved, the Licensee shall put the approved Performance Improvement Plan into effect in compliance with the timelines specified therein, and if none are specified, immediately, and in either case, at the Licensee's sole cost.

Failure to comply with clause 18.3 will amount to a Material Breach.

18.4 HAL may terminate this Licence (in whole or in part) with immediate effect by giving written notice to the Licensee if:

- a) the Licensee commits a Material Breach of this Licence (being a single event or a series of events which are together a Material Breach) which is either not capable of being remedied or, if the breach is capable of being remedied, the Licensee fails to remedy such breach within thirty (30) days of receiving written notice requiring it to do so;
- b) the Licensee (directly or indirectly) or any member of the Licensee Personnel commits any breach of clauses 9 or 10;
- c) the Licensee is issued with a Licence Infringement Notice:
  - i. three (3) times or more in any rolling twelve (12) month period; or

- ii. four (4) times or more in any rolling three (3) year period;
  - d) the Licensee is subject to a Performance Improvement Plan (or multiple Performance Improvement Plans) for longer than six (6) consecutive months;
  - e) an Insolvency Event occurs in respect of the Licensee; or
  - f) there is a Change of Control of the Licensee.
- 18.5 Unless HAL has approved a Licence Suspension in accordance with clause 3 of this Licence, this Licence shall terminate automatically and with immediate effect where:
- a) in cases where the Licensee has a single Notified Contract the Notified Contract has expired or has otherwise terminated; or
  - b) where the Licensee has more than one Notified Contract all of the Notified Contracts have expired or have otherwise terminated.
- 18.6 Notwithstanding the foregoing provisions, either Party may terminate this Licence at will by giving three (3) months' written notice to the other Party in accordance with clause 24.

## **19. Consequences of Termination**

- 19.1 On expiry or termination of this Licence for whatever reason, HAL may terminate all Airside access for the Licensee and any Licensee Personnel, which may include immediate withdrawal and suspension or cancellation of all Driving Licences, Airside Vehicle Apron Passes and all Airport ID Passes.
- 19.2 On expiry or termination of this Licence for whatever reason the Licensee shall:
- a) return to HAL (or, at HAL's written request, irretrievably delete and/or destroy, subject at all times to compliance with the Data Protection Act 2018 and the GDPR) all property belonging to HAL (including Confidential Information and other data and HAL property, keys, passes (including but not limited to: Airport ID Passes, Vehicle Apron Passes, Airside Driving Permits), materials and documents) which may be in the possession or control of that Party or any of the Licensee's Personnel; and
  - b) remove all Equipment, vehicles, fixtures, fittings and other materials from the Airport within a reasonable period of time as agreed between HAL and the Licensee and make good and/or pay the entire costs of making good any damage to HAL property caused by the Licensee or Licensee Personnel.
- 19.3 If the Licensee fails to comply with its obligations under clause 19.2 HAL may, at the Licensee's sole cost:
- a) make good any damage to HAL property that remains un-remedied; and
  - b) dispose of any Equipment, vehicles, fixtures, fittings and other materials that have not been removed within the specified time period without notice and in any manner HAL sees fit. For the avoidance of doubt, the provisions of section 8 and Schedule 1 of the Torts (Interference of Goods) Act 1977 are excluded in relation to this clause 19 and the Licensee shall not be entitled to receive the profits (if any) resulting from such disposal.

- 19.4 Subject to the provisions of this clause 19, termination or expiry of this Licence for whatever reason shall not affect:
- a) the rights and obligations of the Parties which have accrued prior to such termination or expiry; or
  - b) any provisions of this Licence which are of a continuing nature and any other provisions of this Licence necessary for their interpretation or enforcement,
- and shall be without prejudice to any rights of action or remedy of either Party in respect of any antecedent breach of this Licence by the other.
- 19.5 Save as expressly set out in this Licence the Licensee expressly waives any additional right of recovery on termination of this Licence.

## **20. Indemnity and Liability**

- 20.1 The Licensee shall indemnify HAL from and against any regulatory fines, rebates and/or Losses that HAL is required to pay as a result of the Licensee's failure to provide the Airside Operations Services in accordance with this Licence.
- 20.2 The Licensee shall indemnify and keep HAL indemnified against all Losses suffered or incurred by HAL in respect of:
- a) death of or injury to a person; and
  - b) loss of or damage to property,
- whatsoever and howsoever, in each case, arising from or in connection with performance or non-performance of the Licensee's obligations under this Licence or which are due to the negligence, default, breach of statutory duty or interference with any legal right by the Licensee, or the Licensee Personnel.
- 20.3 The Licensee's indemnity under clause 20.2(a) is unlimited. The Licensee's indemnity under clause 20.2.(b) in respect of a single event (but without limit to the number of single events) shall be limited to the sum of £10,000,000 (ten million pounds) unless the incident relates to Airside, in which case, it shall be limited to the sum of £50,000,000 (fifty million pounds).
- 20.4 The Licensee shall indemnify and keep HAL indemnified against all Losses suffered or incurred by HAL in respect of any failure to provide Airside Operations Services in accordance with the terms of this Licence. The liability of the Licensee to HAL under this clause 20.4 shall not exceed £5,000,000 (five million pounds) in aggregate in any period of twelve (12) months.
- 20.5 Nothing in this Licence shall exclude, limit or restrict the liability of either Party:
- a) for death or personal injury arising from negligence;
  - b) in respect of any fraud or fraudulent misrepresentation; or
  - c) to the extent such limitation or exclusion is not permitted by law.
- 20.6 Subject to clause 20.4, neither Party shall be liable for:
- a) any indirect, special, or consequential loss or damage

- b) loss of data;
- c) loss of business, business opportunity or contracts;
- d) loss of or damage to goodwill;
- e) loss of profit or revenue; and/or
- f) loss of anticipated savings,

suffered or incurred by the other Party arising out of any breach of this Licence.

20.7 Nothing in clause 20.6 shall limit, restrict or exclude the Licensee's liability, in relation to the following:

- a) any operational and/or administrative costs and expenses incurred by HAL in dealing with the consequences of any breach of this Licence by the Licensee;
- b) any wasted expenditure, costs or charges rendered unnecessary and/or incurred by HAL in dealing with the consequences of any breach of this Licence by the Licensee;
- c) fees payable by HAL to third parties in order to rectify the Licensee's breach of this Licence, together with costs incurred by HAL in the process of appointing any such third parties;
- d) damages payable by HAL to a third party under a contract between HAL and that third party arising from any breach of this Licence by the Licensee;
- e) the costs incurred by HAL in implementing a temporary workaround in respect of a failure by the Licensee to provide the Airside Operations Services at all, and/or in accordance with this Licence;
- f) the full and proper costs, incurred by HAL, of any repairs or maintenance to HAL's Equipment where that Equipment has been damaged by the Licensee, or the Licensee Personnel; and/or
- g) any other indemnity provided under this Licence.

20.8 Subject to clauses 20.5 and 20.6, the liability of HAL to the Licensee for all claims under or in connection with this Licence shall be limited to £5,000,000 (five million pounds) in aggregate in any period of twelve (12) months.

20.9 Subject to clause 20.5, HAL shall have no liability towards the Licensee or Licensee Personnel where any approval under clauses 2, 11 or 27 is in any way delayed or declined.

20.10 This clause 20 will continue to apply notwithstanding the termination or expiration of this Licence.

## **21. Insurance**

21.1 Without prejudice to the liability of the Licensee to indemnify HAL under the terms of this Licence, the Licensee shall procure and maintain in force adequate insurance cover in respect of all activities carried out at the Airport all sums that the Licensee may become legally liable to pay to HAL in connection with this Licence and any

surviving obligations following termination or expiration of this Licence, including but not limited to, the following insurance policies providing the following levels of cover, which shall be maintained in force for the duration of this Licence:

- a) a third-party liability policy with an indemnity limit of at least £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising from any one event;
- b) if providing any products, a product liability policy with an indemnity limit of at least £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising from any one event and in any one year; and
- c) if carrying out activities Airside, an aviation general liability policy, which includes coverage for airside driving and aviation war/terrorism, with an indemnity limit of at least £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising from any one event and with a sub-limit of USD50,000,000 (fifty million dollars) for war/terrorism risks;

21.2 The Licensee shall on request by HAL provide HAL with evidence of insurance cover relating to the policies referred to in this clause 21.

21.3 Failure to comply with this clause 21 amounts to a Material Breach.

## **22. Third Party Rights**

22.1 No person who is not a Party to this Licence shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

22.2 If a person who is not a Party to this Licence is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary this Licence (and any documents entered into or in connection with it) without the consent of that person.

## **23. Announcements and Publicity**

23.1 Save as required by Applicable Law, relevant regulations or the rules of a recognised stock exchange, no announcement, publicity or advertising relating to this Licence and/or any matter connected with this Licence shall be released by the Licensee without the prior written consent of HAL. Any information or article proposed to be released to the press or to any other media shall in the first instance be referred by the Licensee to HAL for approval and any such approval as may be given shall be given on such terms as HAL may in its absolute discretion think fit.

23.2 The Licensee shall take all reasonable steps to ensure the observance of the provisions of clause 23.1 by all of its employees, agents, subcontractors, Licensee Personnel and consultants (including professional advisers).

## **24. Notices**

24.1 Except as otherwise expressly provided, any notice or other communication from any Party ("**Sender**") to the other Party ("**Recipient**") which is required to be given under this Licence must be in writing and signed by or on behalf of the Sender, addressed for the attention of the Representative of the Recipient whose details are notified in writing by the Recipient to the Sender from time to time.



24.2 The Sender may either:

- a) deliver the notice by hand (retaining proof of delivery that is satisfactory to HAL in its sole opinion);
- b) send the notice by recorded delivery or registered post (retaining a receipt of posting);
- c) send the notice by registered airmail if it is to be served by post outside the country from which it is sent (retaining a receipt of posting); or
- d) send the notice by e-mail (retaining an e-mail confirming delivery excluding an automatically generated e-mail receipt).

24.3 The details for service of notices for each party are:

Party	HAL	Licensee
Address	The Compass Centre Nelson Road Hounslow Middlesex TW6 2GW	[add details]
Email	<a href="mailto:Licencing@heathrow.com">Licencing@heathrow.com</a>	[add details]

24.4 Any notice shall be deemed to have been served:

- a) if delivered by hand, at the time and date of delivery (or if delivered after 16:00 local time, on the next Working Day);
- b) if sent by recorded delivery or registered post, two (2) Working Days after the date of posting (such date as evidenced by a receipt of posting);
- c) if sent by registered airmail, five (5) Working Days after the date of posting (such date as evidenced by a receipt of posting); or
- d) if sent by e-mail, when the sender receives a reply e-mail confirming delivery (excluding an automatically generated e-mail receipt).

24.5 Any instructions (including but not limited to HAL Notices) included in any notice shall be promptly communicated by the recipient to the Licensee Personnel and any other relevant persons.

## 25. Dispute Resolution

25.1 If any dispute arises between the Parties under or in relation to this Licence then the following procedure shall apply:

- a) the Level 3 Personnel shall meet whether in person or via telephone/video (or any other appropriate method) to endeavour to resolve the dispute;

- b) if the dispute is not resolved within 10 (ten) Working Days of referral it shall be referred to the Level 2 Personnel for attempted resolution;
- c) if it is not resolved by the Level 2 Personnel within 10 (ten) Working Days of referral it shall be referred to the Level 1 Personnel for attempted resolution; and
- d) if the Level 1 Personnel do not resolve the dispute within 10 (ten) Working Days of referral, any of the Parties involved in the dispute may commence proceedings in accordance with clause 31. The relevant personnel for the purpose of this clause 25 are:

25.2 The relevant personnel for the purpose of this clause 25 are:

Level	HAL	Licensee
Level 1 Personnel	HAL's Director of Operations (or other person nominated by HAL from time to time);	[add details]
Level 2 Personnel	HAL's Head of Airside Operations (or other person nominated by HAL from time to time);	[add details]
Level 3 Personnel	HAL's Airside Standards and Assurance Manager (or other person nominated by HAL from time to time);	[add details]

25.3 Any obligation on the Licensee's to perform any Airside Operations Services shall not be affected by the Dispute Resolution Procedure.

25.4 Nothing in this clause 25 shall prejudice the right of any Party to apply to court:

- a) for interim relief to prevent the violation by another Party of any proprietary interest or any breach of another Party's obligations which could cause irreparable harm to the first Party; or
- b) to protect or preserve a right of action.

**26. Accommodation**

26.1 HAL may from time to time at its sole discretion provide for the use of the Licensee any such accommodation (if any) as HAL deems strictly necessary and sufficient for the Licensee to carry out the Approved Services (the "**Accommodation**").

26.2 If HAL deems any such Accommodation necessary, the Licensee and HAL will work together in good faith to identify suitable Accommodation to meet requirements and if available, the Parties will enter into a formal property agreement in such form as HAL shall require prior to the Licensee being allowed to make use of such Accommodation. If required by HAL, the Licensee shall also provide such security as HAL shall deem

necessary in respect of the Licensee's obligations under the aforementioned property agreement.

- 26.3 The Licensee understands that it may not have sole possession of any Accommodation which (if HAL requires it) can be shared with HAL or with others from time to time, provided that where the Licensee has a separate lease agreement with HAL for Accommodation, the provisions of the lease agreement will prevail.
- 26.4 The Licensee shall pay to HAL any licence fee or rent imposed by HAL for the use of the Accommodation.
- 26.5 If this Licence or the Licensee's engagement hereunder is terminated for any reason, then any and all property agreements entered into between HAL and the Licensee for Accommodation shall immediately terminate on the date of such termination, provided that where the Licensee has a separate lease agreement with HAL for Accommodation, the provisions of the lease agreement will prevail.

**27. Airside Allocated Parking**

- 27.1 This Licence does not grant any right to the Licensee or Licensee Personnel to allocated parking for Standard Vehicles, Specialised Vehicles, Equipment or any vehicle or Equipment of any kind Airside.
- 27.2 The Licensee and/or any Licensee Personnel may apply in writing to HAL to park in an allocated Airside parking bay provided that:
- a) the application is made in connection with performing Approved Services;
  - b) the appropriate Driving Licence and Airside Driving Permit (as applicable) is held; and
  - c) the Standard Vehicles, Specialised Vehicles, Equipment or any vehicle or Equipment of any kind for which parking is required has the appropriate permission to be operated Airside, which may be in the form of a Vehicle Apron Pass or Limited Duration Vehicle Apron Pass.
- 27.3 Licensee's who require allocated airside parking must contact their licence manager (in line with the requirements of OSI 005 (as amended or replaced from time to time)) who will review their request. Subject always to clause 27.8 and any physical or operational Airside restrictions that may change from time to time including but not limited to the availability of parking spaces, HAL may in its sole discretion issue the Licensee and/or any Licensee Personnel with allocated space(s) for Airside parking in connection with carrying out Approved Services.
- 27.4 Subject to clause 20.6, HAL will have no liability towards the Licensee or any Licensee Personnel for any delay in allocating any Airside parking or for any rejection of a request for allocated Airside parking.
- 27.5 Parking allocations issued by HAL to the Licensee or any Licensee Personnel are governed by the terms and conditions of this clause 27, OSI 005 (as amended or replaced from time to time) and any other terms and conditions notified to or available for inspection by the Licensee or Licensee Personnel from time to time. If any conflict arises between the relevant terms, the terms of this clause 27 shall prevail.
- 27.6 Any Airside parking space allocated to a Licensee or any Licensee Personnel by HAL:

- a) is non-transferable;
  - b) cannot be assigned;
  - c) cannot be used by any person other than the authorised person;
  - d) cannot be used to park any Standard Vehicles, Specialised Vehicles, Equipment or any vehicle or equipment of any kind that HAL has not authorised; and
  - e) can be withdrawn by HAL at any time, for any reason, on not less than five (5) working days' notice.
- 27.7 Neither the Licensee nor Licensee Personnel shall at any time store or keep in or near any parking space allocated to it any material of an explosive nature, petroleum or any other highly inflammable substance whatsoever or any goods of a hazardous nature or any dangerous good within the meaning and regulations defined by the Civil Aviation Authority relating to safe transport of dangerous goods by air or any other relevant laws or regulations.
- 27.8 HAL shall without limitation have for itself, its employees, agents and all other persons authorised by it the right to access without notice all parking spaces to:
- a) perform its statutory duties;
  - b) undertake work in, under or over any parking space for purposes including but not limited to laying, altering, maintaining, repairing and/or replacing services, drainage and the like; and
  - c) ensure compliance with its obligations to inspect and monitor vehicles and Equipment parked Airside.
- 28. General**
- 28.1 No amendments may be made to this Licence, unless HAL has provided the Licensee with three (3) months' written notice of the amendments.
- 28.2 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Licence this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 28.3 The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by law or otherwise.
- 28.4 This Licence may be entered into by any number of counterparts and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one single Licence between the Parties.
- 28.5 If any provision or part-provision of this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions of this Licence will remain in force. If any invalid, unenforceable or illegal provision or part-provision would be valid, enforceable or legal if some part of it were deleted, the provision or part-provision will apply with whatever modification is

necessary to make it valid, enforceable or legal.

## **29. Force Majeure**

- 29.1 If a Force Majeure Event occurs which prevents a Party ("**Affected Party**") from performing any of its obligations to another ("**Other Party**"), or causes a delay in performance, the Affected Party shall not be liable to the Other Party and shall be released from its obligations under this Licence to the extent that its ability to perform such obligations has been affected by the Force Majeure Event and provided that the Affected Party:
- a) notifies the Other Party in writing as soon as reasonably practicable of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the Other Party;
  - b) takes all reasonable steps to mitigate the impact of the Force Majeure Event on the Other Party and in particular continues to perform those obligations whose performance has not been rendered impossible by the Force Majeure Event to the highest standard reasonably practicable in the circumstances; and
  - c) resumes normal performance of all affected obligations as soon as the impact of the Force Majeure Event ceases and notifies the Other Party in writing of such resumption.
- 29.2 Without prejudice to its other rights and remedies, if the impact of the Force Majeure Event upon the Affected Party continues for a period of one (1) month or more, the Other Party may, by written notice, terminate this Licence (either in whole or in part) with immediate effect.
- 29.3 Where there is a Force Majeure Event or any other event which causes the Airport operations of HAL to be reduced (in whole or in part) ("**Airport Event**"), HAL may provide a written notice to the Licensee outlining measures necessary to ensure the efficient operation of the Airport for the duration of the Airport Event and on receipt of any notice the Licensee shall use its best endeavours to comply with that notice. In addition, HAL shall have the right to reduce the scope of the Airside Operations Services for the duration of the Airport Event by providing notice in writing to the Licensee.

## **30. Entire Agreement**

- 30.1 This Licence, together with:
- a) all other documents to be entered into pursuant to it; and
  - b) all documents referred to in it,
- constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior licences, draft licences, arrangements, undertakings or collateral contracts of any nature made by the parties (whether oral or written) in relation to such subject matter.
- 30.2 Each Party acknowledges that in entering into this Licence it is not relying on, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, assurances, undertakings or representations (whether innocently or negligently made) by the other Party to this Licence.

**31. Governing Law and Jurisdiction**

31.1 This Licence (and any non-contractual obligations arising out of or in relation to this Licence) shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to this Licence (or any non-contractual obligations arising out of or in relation to this Licence) shall be submitted to the exclusive jurisdiction of the English courts.

**Execution**

Signed for and on behalf of the **Heathrow Airport Limited**

Name

Position

Signature

Date

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Signed for and on behalf of the **Licensee**

Name

Position

Signature

Date

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**SCHEDULE 1 – APPROVED SERVICES**

<b>Heathrow Categories</b>	<b>Licence</b>	<b>Licence Activity Number</b>	<b>Applicable Performance Standards</b>	<b>Licensee Activity (Y/N)</b>	<b>Location</b>
Building and Maintenance		9			
Cash collection		10			
Computer networking and cabling		11			
Delivery/collection		12			
Electrical and engineering		13			
Floral/garden displays		14			
Laundry/dry cleaning		15			
Mobile catering		16			
Newspapers		17			
Office cleaning		18			
Pest control		19			
Photography		20			
Telecommunications		21			
Tyre and batteries		22			
Vending machines		23			
Waste/drains		24			
Airside training		25			
Services to HM Immigration		26			
HM Customs & Excise		27			
HM Immigration		28			
Others (as approved by Heathrow)		29			

## **SCHEDULE 2 – AIRSIDE OPERATIONS SERVICES**

### **9. Building and Maintenance**

- 9.1. Responsible for a property's upkeep, including structural, electrical, and plumbing systems.
- 9.2. Authorisation by HAL will be required for services other than those listed above which require access to airside. HAL may require further documentation on the role of the handler, the activities they will be undertaking and risk assessments and may be required before authorisation is granted.
- 9.3. Responsibilities will vary from building to building and may include major repairs, and:
  - 9.3.1 additional responsibilities, such as lawn maintenance, sprinkler repair, fixing electrical problems and disposal of litter; and
  - 9.3.2 maintenance, including functional checks, servicing, repairing or replacing of necessary devices, Equipment, machinery, building infrastructure, and supporting utilities. Maintenance will include inspections, testing, servicing, classification as to serviceability, repair, rebuilding, and reclamation.

### **10. Cash collection/cash in transit**

- 10.1 Provide/arrange for the physical transfer of banknotes, coins, credit cards and items of value from one location to another.

### **11. Computer networking and cabling**

- 11.1 Provide/arrange for the physical installation of wireless or hard-line networks, Including those for computer communications and telecommunications.
- 11.2 Maintain the network performance. This includes but is not limited to managing the electronic Equipment that is linked to networks and troubleshooting network problems.
- 11.3 Provide/arrange for the installation or removal of cables used for ethernet cabling, internet, and other types of telecommunication and networking.

### **12. Delivery/collection**

- 12.1 Collect from source and transport goods to destinations.

### **13. Electrical and engineering**

- 13.1 Electrical wiring of buildings, transmission lines, stationary machines, and related equipment.



13.2 Companies may be contracted to install new electrical components or to repair/maintain existing electrical infrastructure. This includes wiring airplanes, other mobile platforms, and data and cable lines.

13.3 Design, analyse, build and test machines, complex systems, structures, and materials to fulfil functional objectives and requirements.

#### **14. Floral/garden displays**

14.1 Florists are responsible for arranging live, dried, and silk flowers and greenery to make decorative displays on request.

14.2 Florists also help customers select flowers, containers, ribbons, and other accessories and access may be required to enable florists to fulfil this role.

#### **15. Laundry/dry cleaning**

15.1 Provide/arrange for laundering of clothing and other textiles.

15.2 Laundering includes washing (usually with water containing detergents or other chemicals), agitation, rinsing, drying, ironing, and folding.

#### **16. Mobile catering**

16.1 Sell prepared food from a vehicle that has a mobile kitchen with a built-in barbecue grill, deep fryer, or other cooking equipment.

#### **17. Newspapers**

17.1 Daily newspaper delivery to customers, including retailers, institutions, and individuals.

17.2 A newspaper carrier may also be tasked with stocking newspaper boxes for the day.

17.3 A newspaper carrier is also responsible for loading and unloading their vehicle at agreed locations.

17.4 Some newspaper carriers will collect payment from retail store customers.

17.5 Responsible for collecting unsold papers from customers and returning them to the distribution centre.

#### **18. Office/commercial cleaning**

18.1 Cleaning of telephones and IT equipment.

18.2 Other periodic cleaning as required, including of carpets.

18.3 External cleaning, litter picking, and removal of graffiti may also be required.

18.4 Cleaning contracts often require cleaning companies to provide consumables such as paper towels, toilet rolls, liquid soap and bin liners.

18.5 Window cleaning.

18.6 Deep cleans of:

18.6.1 sanitary conveniences;

18.6.2 washing facilities;

18.6.3 kitchens and dining areas; and

18.6.4 hygiene facilities.

18.7 All internal, general and routine cleaning, including:

18.7.1 floors;

18.7.2 tiles;

18.7.3 partition walls;

18.7.4 internal walls;

18.7.5 suspended ceilings;

18.7.6 lighting; and

18.7.7 furniture.

## **19. Pest control**

19.1 Pest control through exclusion, repulsion, physical removal or chemical means.

19.2 Guidelines and applicable legislation must be observed.

## **20. Photography/media**

20.1 Conducting any aspect of media communications, such as print media and broadcasting (radio and television).

## **21. Telecommunications**

21.1 Transmission of signs, signals, messages, words, images, sounds or information of any nature by wire, radio, optical or other electromagnetic systems.

21.2 Enabling exchange of information between communication participants using technology.

## **22. Tyre, batteries and vehicles**

22.1 Provide/repair and/or replace car tyres and batteries. This may include wheel alignment servicing.

22.2 Vehicle and Equipment rehabilitation, mechanical repairs, painting, fuelling, lubrication and other maintenance tasks commonly carried out during a motor vehicle service.

22.3 Preventive maintenance tasks.

## **23. Vending machines**

23.1 Fill, clean and maintain vending machines (automatic retailing).

23.2 Operators duties are likely to include:

- 23.2.1 refilling machines;
- 23.2.2 collecting money that has been deposited;
- 23.2.3 cleaning vending machines; and
- 23.2.4 making sure all machines are in good working order, fixing minor faults and reporting faults to the office to be logged for the service engineers.

**24. Waste/drains**

- 24.1 Collection, transport, treatment and disposal of waste (including industrial, biological and household waste).
- 24.2 Monitoring and regulation of the waste management process.
- 24.3 Range of services associated with the cleaning, clearing, repair and maintenance of drains.

**25. Airside training**

- 25.1 Provision of impartial, Airside training solutions that may include but are not limited to:
  - 25.1.1 driving Airside in accordance with the 'A', 'M' licences;
  - 25.1.2 vehicle marshalling signals;
  - 25.1.3 specialist vehicles;
  - 25.1.4 airbridge operations;
  - 25.1.5 certificate of competence for vehicles over 5 tons;
  - 25.1.6 manual handling
  - 25.1.7 fire prevention;
  - 25.1.8 aircraft push back procedures;
  - 25.1.9 Airside ramp safety;
  - 25.1.10 radio telephony;
  - 25.1.11 dangerous goods; and
  - 25.1.12 other training.

**26. Services to UK Visas and Immigration**

- 26.1 Deportation is carried out by Home Office recognised contractors providing border control and immigration services. Their services include but are not limited to integrated services across facilities management, accommodation, catering, welfare, engagement, security, transport, and escorting.

**27. H.M. Revenue and Customs**

- 27.1 Responsible for the administration and collection of direct, indirect taxes including Value Added Tax, excise duties and Stamp Duty Land Tax, and environmental taxes such as Air Passenger Duty and the Climate Change Levy.

**28. HM Immigration**

- 28.1 Operate the UK visa system.

28.2 Manage applications from foreign nationals seeking to visit or work in the UK, and also considers applications from businesses and educational institutions seeking to become sponsors for foreign nationals.

28.3 Construction work means the carrying out of any building, civil engineering or engineering construction work and includes the construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure.

**29. Others**

29.1 Any company providing services not listed above will be required to submit details on why they will require access to Airside.

29.2 Heathrow may require further documentation on the role and obligations they will be undertaking and may require provision of associated risk assessments and procedures before any authorisation request is considered further.

### SCHEDULE 3 – PERFORMANCE STANDARDS

- A.** In circumstances where the terms of a published OSI conflict with the terms of this Schedule, the terms of the OSI shall prevail. **General – to apply to all Licensed Activities**
- A.1** Safety Management
- A.1.1** Licensees must have a Safety Management System for work undertaken at the Airport. The Safety Management System should include strategies and targets to reflect the fire and health and safety strategies at the Airport including but not limited to:
- A.1.1.1 leadership strategies;
  - A.1.1.2 safety improvement plans with targets;
  - A.1.1.3 safety programmes building on cultural and behaviour issues, including methods for engaging the workforce in safety;
  - A.1.1.4 learning from incidents and areas of under performance in the previous year;
  - A.1.1.5 monitoring and reviewing of performance to identify areas of underperformance and trends that indicate unsafe practices and conditions;
  - A.1.1.6 responses to upcoming risks in the forthcoming year – including introduction of new technology, or new ways of working; and
  - A.1.1.7 engagement activities e.g. new technology, or new ways of working.
- A.1.2** Licensees shall provide to HAL and review all Lost Time Injury data including RIDDOR events. This applies to events within the Airport boundary as set out on the plan in the Byelaws.
- A.1.3** Licensees and Licensee Personnel shall capture and share all appropriate operational data with HAL upon request that supports a continuous improvement process, examines cause and effect, and provides a measurable change into the operation (whether this change is for people, process, technology or infrastructure).
- A.1.4** Licensees shall provide all Licensee Personnel working in external Airside areas with appropriate work wear including but not limited to protective clothing suitable for working in inclement weather conditions in exposed locations.
- A.1.5** Licensees should be aware that the Airport has extensive coverage of recorded data, (CCTV, Dash Cam’s; electronic access systems), and that recorded data can be used to review Accidents, Safety Incidents and other incidents.
- A.1.6** If requested by HAL, Licensees shall use all reasonable endeavours to provide service to diverted flights subject to standard IATA aircraft ground service pricing tables.
- A.1.7** Licensees shall not deliberately drop any Foreign Object Debris (“**FOD**”) in any Airside area and shall properly dispose of any FOD found Airside.
- A.1.8** Licensees shall take all reasonable measures to ensure that any building, Accommodation, or area occupied by the Licensee is kept in a safe condition and

free from bird infestation and ensure that any waste that may be attractive to birds is disposed of properly.

A.2. Environmental Standards

A.2.1 Licensees must adhere to ISO14001 Environmental Standards (or equivalent) and Applicable Law.

A.2.2 Licensees shall ensure that any waste material generated by the Licensee, or its employees, agents or contractors is removed from Airside and disposed of at the Licensee's expense at places designated by HAL for such use.

A.2.3 Licensees must store chemicals in compliance with their Control of Substances Hazardous to Health ("CoSHH") assessment and HAL's requirements and restrictions;

A.2.4 Licensees must adhere to their own environmental standards and policies.

A.3 Contingency Plans

A.3.1 Licensees must work with HAL to produce contingency plans to deal with disruption at the Airport and must provide HAL with a list of their contingency plans, plan owners, contact details, exercise detail and frequency of plan refresh.

A.3.2 Licensees must meet HAL's requirements for contingency plans for the following events:

A.3.1.1 snow;

A.3.1.2 adverse weather;

A.3.1.3 industrial action; and

A.3.1.4 any other scenarios where an adverse Passenger impact arises or occurs.

A.3.3 Licensees must attend HAL delivered training or familiarisation events as deemed necessary by HAL; and

A. 4 Local Emergency Response Plans

A.4.1 Licensees must undertake at HAL's request, an exercise of their Local Emergency Response Plan with a representative of HAL in attendance.

A.4.2 Licensees must provide HAL, if so requested, with an up-to-date copy of their Local Emergency Response Plan or whenever significant changes to the plan take place, including a change of contact details.

A.4.3 The Licensee's Local Emergency Response Plans shall be coordinated with HAL in the instance of the incident management plan being activated by either HAL or an external authority. The Licensee's Local Emergency Response Plan shall:

A.4.3.1 include the Licensee's response to health and safety, fire, security and bomb threat incidents both during and out of normal working hours;

A.4.3.2 have a named person responsible for managing incidents and the Licensee shall provide HAL with their emergency contact details;

- A.4.3.3 display the emergency contact details within the area of control, e.g. for construction activity the details shall be displayed at the site entrance, for office or retail sites on the safety notice board or equivalent, or on desks and/or counters;
  - A.4.3.4 be updated to take into account changing workplace circumstances and changes to the Licensee Personnel;
  - A.4.3.5 be tested through desktop exercises and drills at the start of work and periodically to ensure effectiveness;
  - A.4.3.6 be effectively communicated so that colleagues are aware of the required response, with a focus on those who do not have English as their first language;
  - A.4.3.7 identify any training requirements for key Licensee Personnel;
  - A.4.3.8 include HAL's procedures for taking control as per the Terminal Operational Fire Safety Plan: Management of Fire Evacuation and the processes for escalation to HAL's incident management team deployment;
  - A.4.3.9 carry out contingency planning for extraordinary events (e.g., global events such as atmospheric events (for example ash clouds or heavy snow), epidemics and pandemics);
  - A.4.3.10 deal with aircraft incident both on and off the Airport; and
  - A.4.3.11 cooperate, coordinate and comply with directions as issued by HAL if HAL's incident management plans are activated.
- A.4.4 Guidance regarding the Local Emergency Response Plan can be obtained from HAL and the relevant ICAO/IATA standards.
- A.5 Vehicles & Equipment - Airside Vehicle Safety and Performance
- A.5.1 Licensees shall ensure that all vehicles used by the Licensee, its employees, contractors, or agents comply with the standards in the relevant OSI (currently OSI/008 (as amended or replaced from time to time)).
  - A.5.2 Licensees shall comply with any communication received by HAL requiring vehicles, self-propelled motorised equipment and other Equipment operated by the Licensee at the Airport to be equipped with suitable telematics and with the capability of communicating such telematics data to HAL. Licensees who fail to fix telematics will result in their Vehicle Apron Pass being cancelled and must remove the vehicle Landside until it is fitted with telematics.
  - A.5.3 The Licensees' vehicles and self-propelled motorised equipment operating Airside must meet MOT (or equivalent) standards. All other Licensee Equipment must be maintained to the manufacturer's minimum standard.
  - A.5.4 The Licensees Equipment where there is a risk of falling from height during use or maintenance (e.g., cranes, excavators, flat bed lorries), shall be fitted with appropriate fall prevention devices or carry out activities under suitable controls.

- A.5.5 Any Licensee Equipment/system which is classified as a pressure system must be fit for the purpose, designed and installed so to minimise safety and fire risks, be maintained to the manufacturer's instructions and be operated by trained and competent persons.
- A.5.6 Licensee Plant and Equipment powered by a fuel cell shall be managed in accordance with OSI/008 (as amended or replaced from time to time).
- A.5.7 Licensees will ensure that any driver operating a vehicle/terminal buggy Airside carrying Passengers, crew or staff must hold a Driving Licence and Airside Driving Permit (as applicable) with the appropriate endorsement, or EU equivalent, for vehicles with more than nine (9) seats (Driver and 8 Passengers) or for vehicles with fewer than nine (9) seats have received an equivalent level of training.
- A.5.8 Driver discipline in Airside areas will be managed by the Licensee being subject to the Airside Penalty Points System described within Operational Safety Instructions published by HAL from time to time.
- A.5.9 If 10% of the Licensee's drivers (or if the Licensee employs fewer than ten (10) drivers, more than one driver) have had Airside penalty points during one calendar year, HAL will issue a Licence Infringement Notice. The Licensee must then provide HAL with a Performance Improvement Plan, which may include further training for all drivers.
- A.5.10 HAL will determine the severity of breaches of Airside driving discipline, in light not only of the scale of the numbers of breaches recorded, but also in relation to the causes of the breaches and the behaviours which have led to the breaches, including the ways in which the Licensee responded to the events. The outcome of such consideration will be determined by the Level 3 Personnel (or other person as HAL shall nominate from time to time), with a right of appeal retained by the Licensee to the Level 2 Personnel (or other person as HAL shall nominate from time to time) for final determination. If it is found that the breaches are due to a lack of appropriate process from the Licensee's management, HAL may impose requirements for the Licensee to adhere to.
- A.5.11 Following a reasonable consideration of the facts by the appropriate HAL nominated person, and where the causes of Airside driving discipline breaches are assigned to a deficiency of management process, system or practice by the Licensee, sanctions may be imposed by HAL commensurate with the severity of the Licensee's non-performance in terms of providing the requisite management structure, knowledge and skill.
- A.5.12 The Licensee must ensure that all Equipment machinery and vehicles necessary for the provision of Airside Operations Services are maintained in a safe and satisfactory condition in accordance with OSI 008 and OSI 008 Appendix B (as amended or replaced from time to time) and also comply with all regulations from time to time in force and all UK standards from time to time recommended relating thereto and are operated only by properly trained and qualified staff.
- A.5.13 The Licensee must ensure that the routing, positioning and parking of the Licensee's vehicles and Equipment on the Airport is at all times subject to the control of HAL and the Licensee shall comply with all traffic regulations, Byelaws and directions and instructions or notices made by all Competent Authorities, and that:
- A.5.13.1 all vehicles, plant and machinery are recorded and that the records represent a complete and comprehensive statement as to their usage,



condition, repair and maintenance and that such records will be made available to HAL and the Police, on demand;

- A.5.13.2 the Licensee will use all reasonable endeavours to maintain records as to the names of operators using particular Equipment and vehicles at any given time and that such records will be made available to HAL and the Police, on demand; and
- A.5.13.3 Equipment, plant, machinery and vehicles will where appropriate be used only in accordance with the operating instructions and recommendations of the appropriate manufacturer.
- A.5.14 The Licensee must ensure that all vehicles and Equipment are operated efficiently so as to achieve a level of utilisation that does not have a negative or undesirable impact on other Airside users (unless granted an exemption at HAL's sole discretion. HAL reserves the right to withdraw such permission at its sole discretion in particular but not limited to in circumstances where the vehicles or Equipment are not being used in accordance with this paragraph.
- A.5.15 All companies operating vehicles Airside need to ensure they have suitable arrangements in place for any breakdown and/or recovery. Such arrangements are to ensure response times of no more than fifteen (15 minutes for breakdowns and/or recovery in operationally critical areas including Control Posts.
- A.5.16 All new vehicles/plant or machinery operating within the vicinity of an aircraft on the ramp, must have autonomous safety system fitted and activated and comply with OSI 008 (as amended or replaced from time to time).

**B. Other**

**B.1 Maintenance Activities**

- B.1.1 Licensees providing maintenance activities must adhere to strict codes of practice and controls to ensure that Licensees, Passengers, the public and colleagues remain safe, at all times. Licensees shall:
  - B.1.1.1 ensure that all required permits have been issued before any works start, the permits should be specific to the works, in date, signed, approved and communicated;
  - B.1.1.2 liaise with terminal maintenance teams and HAL's contract managers at all times to ensure that all parties are aware of the works being undertaken, that this is in line with the operational business of the terminal or area concerned, with a special focus on managing works with consideration for 'peak flows' and/or high levels of Passenger traffic to/from lounges and gates;
  - B.1.1.3 ensure that all works are 'barriered off' to the correct standard in areas where members of the public or others who are not engaged in the works could have potential access to the area;
  - B.1.1.4 keep all tools and Equipment under strict supervision at all times preventing such Equipment being taken or interfered with by Passengers, members of the public or other unauthorised persons;
  - B.1.1.5 leave the site clear, fire safe and secure at the end of shift;
  - B.1.1.6 comply with all the applicable requirements within this Licence; and

- B.1.1.7 follow any OSI relating to maintenance activities within the Airport boundary.
- B.2 Performance Reporting
- B.2.1 All Licensees shall monitor and review their own fire, health and safety performance and comply with HAL's business unit reporting requirements which includes the collation and reporting on request of data, covering all Airside Operations Services activities including Licensees on-site suppliers/contractors, the reports shall include but are not limited to:
  - B.2.1.1 hours worked in the reporting period;
  - B.2.1.2 numbers of reportable incidents;
  - B.2.1.3 number of lost time injuries, minor injuries;
  - B.2.1.4 significant events and high potential near misses;
  - B.2.1.5 the frequency rates and trends over time; and
  - B.2.1.6 any leading key performance indicators as agreed with HAL's business unit.
- B.3 Dangerous Substances and Explosive Atmospheres
- B.3.1 Any Licensee using substances classified as dangerous or explosive must work in accordance with Dangerous Substances and Explosive Atmosphere Regulations 2002 ("**DSEAR**") and HAL's 'Managing Fire Safety' framework document October 2019 ("**Framework**"). Licensees working with anything classified as specified in DSEAR must be familiar with HAL's requirements and evidence compliance with them.
- B.4 Filming
- B.4.1 Filming at the Airport is managed in accordance the Byelaws and authorised through a filming permit available from HAL's Media Team or through the media centre.
- B.4.2 The application will be assessed in accordance with current fire safety, safety, operational and legal parameters.
- B.5 Fire Arrangements and Records
- B.5.1 Licensees must maintain an up to date, documented record of their fire arrangements, which accounting for shift working, out of hours working
- B.5.2 The Licensee's record should provide details of the Licensee's fire risk assessor and Responsible Person ("**RP**"): and have details of:
  - B.5.2.1 the person appointed to oversee the fire safety management;
  - B.5.2.2 members of any fire and health and safety meetings;
  - B.5.2.3 a competency matrix for RP and fire risk assessors in respect of fire; and
  - B.5.2.4 training records.

- B.5.3 In respect of areas under their control, the Licensee's RP and fire risk assessor shall retain responsibility for:
- B5.3.1 a fire risk register supported by the action plan and action tracking if required;
  - B5.3.2 ensuring a fire risk assessment is conducted and communicated to all employees;
  - B5.3.3 Emergency evacuation plans ("**E**EP") including arrangements for testing plans (drills, desktop), training and communication to third party employees and special assistance for those less mobile;
  - B5.3.4 promoting the requirement for a Personal Emergency Evacuation Plan ("**P**EEP") for those with permanent or temporary mobility conditions;
  - B5.3.5 keeping records of maintenance of life safety equipment and other assets (including portable and fixed electrical equipment and duct cleaning where applicable);
  - B5.3.6 keeping records of fire awareness training, including induction training;
  - B.5.3.7 keeping records of inspections which must regularly cover emergency escape provision;
  - B.5.3.8 making temporary arrangements due to maintenance, construction or emergency works;
  - B.5.3.9 the safe management of high-risk equipment such as kitchen/cooking equipment; and
  - B.5.3.10 cooperating and coordinating with HAL and other relevant persons regarding fire arrangements.

B.6 Fire Training and Appointment of Competent Persons

- B.6.1 Licensees must demonstrate to HAL that they have appointed people with the right skills and knowledge into key roles for fire safety in compliance with the requirements of the Regulatory Reform (Fire Safety) Order 2005 and HAL's specific requirements as outlined in the Framework. Each person must have a full understanding of their duties.
- B.6.2 Licensees shall ensure that all employees have received annual fire training in accordance with HAL's Framework and ensure that training includes but is not limited to:
- B.6.2.1 the methods of raising the alarm; and
  - B.6.2.2 the procedures and arrangements in place for terminal and Airport building evacuations.
- B.6.3 Licensees shall provide the following minimum standard of fire safety awareness training to all Licensee Personnel:
- B.6.3.1 when they join the company;
  - B.6.3.2 annual fire safety awareness refresher course;

- B.6.3.3 additional training if anything significantly changes in the way the Licensee or Heathrow Airport work premises are organised, such as (but not limited to) a building extension or large-scale relocation.
- B.6.4 Licensees must:
  - B.6.4.1 appoint and train fire marshals to help with fire duties;
  - B.6.4.2 nominate an individual in their organisation to be responsible for end-to-end fire safety;
  - B.6.4.3 carry out a fire evacuation drill as per the Licensee's fire safety plan and record results in their fire safety plan.
- B.6.5 Training records must be maintained and made available to HAL upon request. All training should be refreshed periodically.
- B.7 First Aid Provision
- B.7.1 Licensees must provide their own first aid measures in accordance with Health and Safety (First Aid) Regulations 1981 ensuring they are appropriate for the activities undertaken at the Airport, for the avoidance of doubt, the arrangements must be made regardless of the availability of HAL's first aid provision and Occupational Health service.
- B.7.2 Licensees shall carry out a recorded assessment of any first aid incidents and make the assessment available to HAL upon request.
- B.8 Manual Handling
- B.8.1 Licensees must work in accordance with the Manual Handling Operations Regulations 1992 to prevent injury to employees who transport or support loads as part of their duties. Licensees should have in place good standard of controls and training (which should cover the load, individual, task and environment) to reduce the risks to their employees, Passengers and other users of the Airport.
- B.9 Noise
- B.9.1 Licensees shall work in accordance with the Control of Noise at Work Regulations (2005), which requires employers to eliminate or reduce risks from noise at work. Licensees are responsible for assessing where their employees may be exposed to a noise hazard either through their own activities or the location of the activity.
- B.9.2 Licensees and Licensee employees, contractors and agents shall comply any applicable hearing protection requirements.
- B.9.3 Noise surveys which have been undertaken by HAL are available upon request through HAL's contract / commissioning manager from the FHS team.

## **SCHEDULE 4 – WINTER RESILIENCE PROTOCOL**

This Schedule is based on the principles which were agreed between HAL and Licensee in relation to stand clearance and aircraft de-icing services during winter operations.

### **SNOW CLEARANCE**

- 1.1 HAL will meet with airlines and Licensees in accordance with the early warning indicator trigger points as defined in HAL's Aerodrome Snow Plan. The Licensee (and airlines) will support HAL in the clearance of snow from stands and equipment areas that they are operating from following a self-help process including:
  - 1.1.1 removing Equipment and vehicles from stands to allow snow clearing machinery clear access;
  - 1.1.2 spreading de-icing media provided by HAL and manually sweeping using HAL Equipment to keep working areas safe and clear;
  - 1.1.3 keeping HAL informed of stand status.
- 1.2 The processes outlined above may be required outside of normal hours of operation in order to accelerate the resumption of normal operations. HAL, Airlines and the Licensee will have contingency plans to extend normal operating hours to accelerate snow clearance.
- 1.3 HAL will present a collaborative and coordinated response and use its combined resources, and those of airlines and Licensees to maximum effect for the benefit of Passengers. The Licensee will use all reasonable endeavours to assist HAL in providing the response. This approach is consistent with HAL's obligations under its Civil Aviation Act 2012 licence resilience obligations.

**SCHEDULE 5 – LICENCEE CLASSIFICATION: AUDITS**

1. For the purposes of administration and determining the frequency of Licence Audits and Performance Reviews, Licensees are classified in the category listed below:

<b>Licensee Category</b>	<b>Description</b>	<b>Applicable Licensee Activity (Details set out in Schedule 2)</b>
1	Licensee providing Airside Operations Services under the terms of this Licence, as set out in Schedules 1 and 2;	9-29

2. Frequency of planned Licence Audits and Performance Reviews

<b>Licensee Category</b>	<b>Safety &amp; Compliance Audits</b>	<b>Performance Reviews</b>
1	Risk based approach	Ad-hoc when required

3. Licensees may be subject to additional Audits should HAL require them.
4. All such Audits will be conducted in accordance with clause 14