

COMPANY	QUESTION	RESPONSE	OPEN/CLOSED
ASIG	20.1 without prejudice to the liability of the licensee to indemnify the company under the terms of this Licence, the Licensee shall procure and maintain in force. ASIG suggest to remove: insurance cover in respect of all sums that the Licensee may become legally liable to pay to the company in connection with the Licence and any surviving obligations following termination or expiration of this Licence. The following insurance policies providing the following levels of cover:	No. We require this protection as it is in the interests of all licensees, as any cost to one company will need to be recovered through increased user charges and the airport charge.	Closed
	20.1.3 if the Licensee needs airside vehicular access (including for the purpose of providing the service), a vehicle airside liability policy with an indemnity limit of (Suggest changing to £1,000,000 one million) US\$50,000,000 conflicts with limit stated earlier.	No. This is industry standard.	Closed
	For any, one occurrence or series of occurrences arising from any one event. Suggest War removed as some elements of war cover is not available in the insurance market and we would not want to expose ourself against liabilities that cannot be insured.	No. This is industry standard.	Closed
	20.2 The Licensee shall on request by the company provide the company with (change to a certificate) of insurance cover relating to the policies referred to in this clause (change to 20)	No. This is industry standard.	Closed
	<b>2.1.1</b> provide all necessary tickets, baggage tags and computer software so as to enable the Licensee to utilise the common use self-service (CUSS) system or other check-in system that may from time to time be installed at the Airport for the checking in of passengers; CUSS machines are under a HAL contract and HAL provide all the bag tags and boarding passes that the kiosks issue. There's no additional costs to airlines for using CUSS kiosks or for the consumables (paper) as the entire cost for CUSS is recovered through the check-in desk charge. Airlines do of course provide the kiosk applications that run on the kiosks.	No issue.	Closed
	<b>2.1.2</b> where the Airport has installed the CUSS check-in system, the Licensee, acting either on its own behalf or on behalf of an airport User, shall enter into an agreement with the provider of the system and pay the appropriate fees to the provider to gain access to the CUSS system and shall use said CUSS DRAFT 26 July 2013 As above, for airlines, CUSS charges are recovered through the check-in desk charge. I don't know what the "CUSS DRAFT 26 July 2013" is?	No issue.	Closed
	<b>Assignment &amp; Subcontracting</b>		
	Licensee shall not without consent of company benefit, novate or otherwise transfer the licence. Licensee shall not sub-contract without prior consent with 3 months notice . Licensee will remain liable for the provisions of services under the terms of the licence and shall be liable for the acts and omissions of its subcontractors. What is in place to cover any service delivery emergency on the ramp if the licensee is unable to sub-contract without prior notice	No. Prior written consent is needed (clause 21.1) but in emergencies we may be prepared to waive this requirement (see paragraph 27 of the agreement). See also clause 10.4.2 and 26.2.	Closed
	<b>Indemnity &amp; Liability</b>		
	Licensee shall keep the company indemnified against all losses suffered by the company due to <u>failure of the Licensee</u> to provide services indemnity shall not exceed £5m in aggregate in any period of 12 months (cl. 19.5) Unclear as to what this rolling £5m will cover. Subject to cl. 19.5 (liability for failure to provide services) Neither party shall be liable for: indirect loss, special loss, damage, loss of data, loss of business, loss of business opportunities, loss of contracts, loss or damage to goodwill, loss of revenue and/or loss of anticipated savings (cl. 19.7)	See clause 19.7.3 and 19.7.10 - consequential loss and loss of profit taken out.	Closed
<b>Remedies &amp; Termination</b>			
Termination with immediate effect for Material Breach not remedied within 30 days of receiving notice requiring it (cl 17.4.1) Termination with immediate effect if there is a change of control of the Licensee (cl. 17.4.2) - *NB. Old License allows for change of control within group. Why are you wishing to change the wording to immediate effect.	A change of control within the group is permitted, but not a change of control without prior consent (see clause 17.4.3).	Closed	
In regards to "Schedule 2" where it states " the following SGHA activities:" in each box. Please clarify the meaning of SGHA and which version 2004, 2008 or 2013 you are referring too, the reference change in each section.	Will replace "SGHA" with "SGHA 2013" in all instances.	Closed	

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Tascor	<p>"SCHEDULE 3 – PERFORMANCE STANDARDS</p> <p>A. General – to apply to all Licensed Activities</p> <p>A.1 Licensee Personnel</p> <p>A.1.1 Any Licensee Personnel acting as a Team or Crew Leader functions must hold an appropriate NVQ qualification or equivalent.</p>		
	<p>Tascor currently have first line managers on site in LHR known as Duty Operations Managers (DOM's).</p> <p>The DOM's have conducted an initial training 6 week course including:</p> <ul style="list-style-type: none"> <li>• First Aid at Work</li> <li>• Search - Person and vehicle</li> <li>• Control and Restraint techniques course</li> <li>• Home Office escorting and detention paperwork studies</li> <li>• Tascor company policies and management skills</li> </ul> <p>Upon completion of the above Pass or Fail course and with CTC/DRB vetting confirmed, they receive accreditation from the Home Office to work on our contract.</p> <p>All of our officers and first line managers are Home Office accredited and security cleared however I am unsure if their role qualifies these individuals as having "an appropriate NVQ qualification or equivalent". Can you please advise?</p>	<p>Where NVQ Training is not present, it is for the Licensee to assess whether the alternative training standard is sufficient and qualifies as an "equivalent". HAL will seek evidence to support any equivalency during an audit.</p>	Closed
UK Power Network Services	<p>For clarity, references in our Contracts to EDFES means EDF Energy Services, but the Agreements were novated in 2010 to become UK Power Networks Services.</p> <p>1. In clause 10.1 it states that the Licensee shall not sub-contract the provision of the Services without prior written consent. The 'Raglan' Agreements which we operate under, allow UK Power Networks Services to sub-contract any of our obligations without asking for approval. Clause 27 of the Distribution Agreement states;</p> <p>A Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Agreement to any person capable of performing the obligations sub-contracted or delegated to that person without the prior consent of any other Party</p> <p>2. In clause 25 it states that The Licensee shall not have sole possession of such Accommodation. Again the 'Raglan' Agreements (Master Agreement Clause 5) states the following;</p> <p>(v) EDFES will not permit any other party to use the premises.</p> <p>The right to occupy the relevant land or buildings granted by such leases or licences shall be on an exclusive basis.</p> <p>3. In Schedule 1 it states the Licensee is granted a non-exclusive licence to provide the services. UK Power Networks Services owns the Heathrow electricity Distribution System and no other party is allowed to work on this without our instruction, so for the purposes of the Licence it is 'exclusive'.</p>	<p>The Raglan Agreement has a specific influence on the Ground Operations Licence which does not effect the other 400+ Licencess so variances can be dealt with via means of a "side letter" unless covered by a separate property agreement. HAL will tighten it's accomodation clauses.</p>	Closed
	<p>Finally (just for info), most of the cross referencing in the document refers to the wrong clauses, so for instance a reference within clause 9 refers to 'this clause 8'. This appears to start at the beginning of the document where 1 should be 'Definitions and interpretation' according to the index, but is shown as clause 2 within the body of the document. Therefore it appears that all cross referencing is one number out throughout the document.</p>	Noted	Closed
GE Walter	<p>What is the insurance requirement on buggies and whether another £10m is required on top of the £50m if a further buggy was brought in. £5m or £50m is no change to current requirements? At the first consultation forum I and one other raised the issue of electric vehicles and the insurance in the RZ as it was not clear. I remember the statement was \$10MM cover but inferred it was for EACH vehicle so was not clear. It was indicated as being outwith the \$50MM standard insurance requirement for other vehicles which is why we both raised the question. Has there been a clarification as yet please as we are considering using an electric run-around airside as part of the GE green policy?</p>	<p>The £10m Public Liability insurance is required if any vehicle(s) is(are) driven inside terminal buildings. That is the policy limit regardless of the number of vehicles. We note that some policies will state how many vehicles are covered by the policy but the level of cover is the same. If a vehicle is to be driven on airside roads then £50m (and sub-limit of \$50m for War and Terrorism) is required as standard. If the vehicle(s) is(are) being driven both inside and outside the terminal buildings, a policy limit of £50m is required - please ensure that it covers all your business activity.</p>	Closed
Saudia	Reference the ISAGO standards as airlines operate under IOSA	Will incorporate IOSA (IATA Operational Safety Audit) with ISAGO in the standards	Closed
Tarmac	Why are safety checks carried out every 6 months instead of 12 and why are these not stamped?	In accordance with vehicle OSIs, there are two safety checks per year, one of which can be the MOT	Closed

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	Will the revised licence supercede the existing licence or will this be on renewal?	The proposed Ground Operations Licence will replace the current Ground Handling Licence.	Closed
	Vehicles airside - what is the safety check standards	Two safety checks per year, one of which can be the MOT	Closed
	What is the vehicle livery requirements	These are in accordance with apron pass requirements. Private vehicles can be temporarily liveried on temporary pass	Closed
<b>Servisair</b>	<p>I would like to make a few comments particularly regarding schedule 3 and a few comments particularly regarding schedule 3 and The Performance standards</p> <p>13.3 – Anything with financial or commercial sensitivity will not be required to be disclosed to the company?</p> <p>Schedule 3</p> <p>A3 Contingency plans – Contingency plans by handlers for example have to be compiled with other stakeholders, airlines, airport. In order to have a robust Contingency plan handlers for example need to understand what the airport are under obligation to provide.</p> <p>2.1.3 How will congestion at check-in be measured, for example if passengers arrive all together and full compliment of desks as agreed with airport allocation and commercial Agreements is in place, why would this be at the Licencees expense?</p> <p>3.5.2 Reference to small/medium/large aircraft, are there definitions of these somewhere? I could not find in the document. I have also asked if they have been published anywhere and no one seems to know. Are these based on seats/ ULD capacity?</p> <p>12.1.3 Reference to suitable telematics, the use of information by the company will be to manage efficiency rather than dictate handler equipment numbers?</p> <p>Note the Company obligations are no longer in the revised draft, but believe you mentioned this falls under the scope of other documented regulations as set out by CAA, could you confirm?</p>	<p>13.3 - Yes, HAL may request commercially sensitive information and having obtained data in accordance with the Licence, the Licence's confidentiality provisions (Clause 15) would apply. Schedule 3, Para A.3 Contingency Plans - HAL requires it's 3rd Party Vendors to ensure their plans adequately address events outside the norm that could impact airport operations. Licencees should share their Contingency Plans with HAL in the interests of passengers. HAL will relocate para A.3.2 to a new para 2.2.3. HAL will also move para A.3.3 to a new para B.5</p> <p>Para 2.1.3 - This applies to sustained congestion over time and not infrequent/unusual events. Where a Licencee has not planned for normal operational capacity it would be subject to normal cost recovery provisions</p> <p>Para 3.5.2 - Yes there is. The aircraft types making up each category was agreed through consultation and will be included in the final version of the Licence.</p> <p>Para 12.1.3 - Vehicle tracking data will in part be used to manage airfield efficiency. Where HAL identifies low rates of vehicle/equipment utilisation it will work with the Licensee to establish optimum levels to minimise congestion, space allocation and improve safety.</p> <p>The Company's obligations are set in various documents including CAP 168, CAP 790 the Air Navigation Orders, EC 1107/07 and the UK's Airports (Groundhandling) Regulations 1997</p>	Closed
<b>HSS</b>	Page 14 - Ideally delete 5.7 as we do not believe this applies to HSS	Clause 5.7 applies to all Licencees operating on the airfield regardless of activity	Closed
	Page 15 - Ideally delete 6.3 as we do not believe this applies to HSS	Where a Licensee incurs any or all of the cost categories listed in clause 6.3, they are obligated to comply with the requirements of that clause. All Licensees must pay the same charges as required by the Aerodrome Licence issued to HAL by the CAA	Closed
	Page 16, Clause 7.2 - insert "without reasonable explanation or rescheduling" after "licensee" in the last line	Clause 7.2 states that the Licencee must meet a representative of the Company "if requested". That the Company has requested such a meeting implies there is a reasonable reason for the request. The Company believes that giving the Licencee two (2) opportunities to meet is already sufficiently reasonable.	Closed
	Page 18, Clause 10.1 - insert second sentence "this provision shall not apply to any hire equipment sourced by the Licensee from a third party, or delivered to the Airport by any third party on behalf of the licensee" As per SCHEDULE 2 - SERVICES of the FRAMEWORK AGREEMENT FOR GOODS HIRE, BAA Contract number BAA/002349.	Not accepted - reasonable prior written notice is required for sub-contracting (3 months for licenced authorities).	Closed
	Delete 10.2 and 10.3	Not accepted - reasonable prior written notice is required for sub-contracting (3 months for licenced authorities).	Closed
	Clause 10.6 - insert ",to the extent that it is able," after "shall" on first line	Not accepted - the Licensee is responsible for all acts and omissions of its subcontractors.	Closed
	Page 23, Clause 17.4.3 needs clarification.	Any Change of Control within the parent group is acceptable - any Change of Control outside the parent group is not. The Licence cannot be novated.	Closed
	Page 43 - insert 12.1.7 ""For the avoidance of doubt, this clause 12.1 refers solely to motor vehicles used by the licensee for transportation, and specifically excludes all items of hire equipment,"	Not accepted - the standards apply to all vehicles and equipment equally. "Vehicles used for transportation" is not a sufficient description or delineator. "Hire equipment" cannot be excluded.	Closed
	Section 12 needs more clarification on hire equipment.	Hire equipment must adhere to the same set of standards as all vehicles and equipment operating airside.	Closed
<b>Four Seasons ACS Ltd</b>	During the briefing it was said that all vehicles should have telematics. Could you please clarify the type of tracker required to be in the vehicles.	HAL won't stipulate a particular vendor for the supply of vehicle tracking/telematic devices but is aware of various service providers operating in the industry and at Heathrow. HAL will clarify it's data requirements for such a device ahead of the Licence effective date but it is likely to include positional information, speed information, impact forces and may include emissions (CO <sup>2</sup> & NOX) as well as engine running time	Closed

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<b>Corporate Connections</b>	<p>It is mentioned in the Draft Licence under 12.1.13 that "All vehicles operated by the Licensee at the Airport are required to be equipped with suitable telematics, the details of which should be communicated to the Company."</p> <p>Can you advise at what point in time this becomes a pre-requisite to all vehicles accessing airside? Can you also advise what would be "suitable" in terms of telematics systems and what details you will require? I have investigated various systems – there are many companies offering such GPS tracking and no doubt they are operating on different software platforms.</p>	<p>HAL will be appointing a "preferred supplier" following completion of a commercial tender process in March/April 2014 however won't stipulate or mandate a particular vendor for the supply of vehicle tracking/telematic devices as there are various service providers operating in the industry and already at Heathrow. HAL will clarify it's data requirements for such a device ahead of the Licence effective date but it is likely to include positional information, speed information, impact forces and may include emissions (CO<sup>2</sup> &amp; NOX) as well as engine running time. Whilst the obligation will commence on April 1st 2104, if Licencees are unable to comply they should provide a transition plan to HAL for consideration. The timescale for such a transition plan must be reasonable.</p>	Closed
<b>Semmco</b>	No comments	Noted	Closed
<b>Royal Blue</b>	No comments	Noted	Closed
<b>HAL</b>	<p>The Transfer Bag delivery time hasn't been included with the First &amp; Last Bag standards. Propose that Schedule 3, para 3.5.3 be renumbered para 3.4.5 &amp; a new para 3.5.3 be inserted "3.5.3 Transfer baggage to be delivered into a transfer input point within 25mins of the aircraft on-blocks time or Actual In Blocks Time ("AIBT").</p>	Accepted. No impact to operations as an existing standard.	Closed
<b>HHOpCo</b>	Details withheld by request	The comments and suggestions were unique and very specific to the Respondant. Having reviewed the response, HAL considers there are no wider implications for other Licencees and will continue to engage in bilateral dialogue over the details.	Closed
<b>AOC</b>	<p><b>Scope of Proposed Licence</b></p> <p>1. The stated aim of the new Licence is to simplify the existing Ground Handling Licence, make more relevant, inclusive and clear. To simplify, make more relevant and clear is an admirable aim. However, to increase the scope of activities to be covered by the Licence to include most of the IATA Standard Ground Handling Agreement activities is questionable. The current Ground Handling Licence was established to address concerns over issues with "Airside Services", although we did agree for certain elements of passenger handling to be included in the Licence. The AOC fails to see the benefit to airlines of HAL setting and monitoring performance metrics on services which are very closely monitored by the airlines. Inclusion of the activities listed below appears to be an expensive and unnecessary duplication of effort:</p> <ul style="list-style-type: none"> <li>&gt; Ground Administration and Supervisory Services</li> <li>&gt; Freight and Mail document handling and Customs Procedures</li> <li>&gt; Aircraft Maintenance</li> <li>&gt; Flight Operations and Crew Administration</li> <li>&gt; Catering services</li> </ul> <p>2. The AOC appreciates that time is limited but we would welcome a further review of the scope, to be included in the new Licence, together with an assessment of the potential benefits.</p> <p><b>Intellectual Properties</b> [Page 20]</p> <p>3. The AOC is of the view that there is a need for reciprocal rights on behalf of the licensees.</p> <p><b>Indemnity and Liability</b> [Pages 23-25]</p> <p>4. As drafted the proposed Licence is grossly unfair and unreasonable in that the Company does not offer reciprocal indemnity to the licensees. This aspect was fully consulted when the current Ground Handling Licence was agreed and reciprocal indemnity included. This is clearly an omission that must be addressed.</p>	<p>As noted in the AOC's letter (dated 13 December 2013), the period for receipt of submissions on the new licence closed 1 October 2013 after an extensive period of consultation which was carried out over almost three months. HAL received a number of submissions to the consultation document and the draft licence from industry and other stakeholders and many of the comments received have informed the final form of the licence. At the time the letter was received, HAL was in the final stages of internal approval and licence authorisation and as such found it difficult to make any substantive changes to the new licence as a result of the AOC's submission. Notwithstanding this, HAL endeavoured to take the AOC's comments in to account where possible.</p>	Closed