

DATED _____ **201[•]**

HEATHROW AIRPORT LIMITED

and

[INSERT NAME OF LICENSEE]

GROUND OPERATIONS LICENCE

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THIS LICENCE is made on the [] day of [] 201[●]

BETWEEN

HEATHROW AIRPORT LIMITED whose registered office is at **The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW** and whose registered number is **01991017** (“**Company**”); and

[●] whose registered office is at [●] and whose registered number is [●] (“**Licensee**”)

WHEREAS

- (A) Pursuant to the Airports (Groundhandling) Regulations 1997 (“**the Regulations**”), the Company has agreed to grant to the Licensee a licence to provide Services to Airport Users at the Airport subject to the terms of this Licence.
- (B) This licence encompasses the Company’s compliance with the obligations set out in the Regulations and the conditions of the Company’s licence issued by the Civil Aviation Authority under the Civil Aviation Act 2012.
- (C) The Licensee has represented that it has necessary skill, experience and equipment to provide the Services in accordance with Good Industry Practice.
- (D) It is an offence under the Heathrow Airport Limited Byelaws 2014 (byelaw 4.1) to carry out any groundhandling activities or related activities without first obtaining written consent from the Company. An executed copy of this Licence amounts to the required consent and is the only consent that will be provided by the Company for groundhandling or related activities.
- (E) The Company may amend the terms of this licence at any time by providing the Licensee with 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:

Accommodation	has the meaning given in Clause 24;
Airport	means all the land and buildings inside the line edged in blue in the boundary map in Schedule 6;
Airport Incident Report Form	means the form described in Schedule 7;
Airport User	means any natural or legal person responsible for the carriage of passengers, mail, cargo and/or freight by air from or to the Airport and any service providers to such natural or legal person including the Company and Passengers;
Airside Driving Permit	means a permit issued by or on behalf of the Company and paid for by the Licensee which identifies a person as

being allowed to drive in airside areas of the Airport;

Applicable Law

means:

- (a) any Act of Parliament; and
- (b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978; and
- (c) any exercise of the Royal Prerogative; and
- (d) any enforceable EU right within the meaning of section 2 of the European Communities Act 1972; and
- (e) any lawful requirement or demand of any Competent Authority in respect of which compliance is obligatory; and
- (f) any licence, standard, principle of behaviour, rule, regulation or code of practice laid down or required by any Competent Authority; and
- (g) any Heathrow Airport byelaw.

Applicable Standards

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 ground handling services;

Audit

means any audit carried out under the process set out in Clause 12;

Breach

means the failure of either party to comply with the obligations of this Licence;

Change of Control

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;

Charges

means the charges set out in the Tariffs General Notice from time to time;

Claims

has the meaning described in Clause 7.5;

Classified Drug

means any drug or substance the possession of which would be illegal in the United Kingdom without a valid doctor's prescription;

Company Data

means all data (however recorded, preserved or disclosed) relating to the Company and its operations

including but not limited to data relating to:

- (a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Company or the Company's Group; and
- (b) the operations, processes, product or service information, know-how, designs, trade secrets or software of the Company of the Company's Group;

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.

Company Notices

means all instructions, notices and directions from time to time issued by the Company. These may include Operational Safety Instructions, the applicable Tariffs General Notice, Notices and Directions issued by the Company's Airside Director, security notices, safety notices and other general notices;

Competent Authority

means any court, governmental body or regulatory authority having authority over the Company or the Licensee;

Confidential Information	<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"> (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); (b) any other information specifically designated by a party as confidential; (c) any such information subsisting in any intellectual property of either party; (d) any information concerning airport security, law enforcement or investigations by authorities; and (e) the provisions and subject matter of this Licence; <p>but not including the information obtained in any Audit.</p>
Control	has the meaning described in section 1124 of the Corporation Tax Act 2010;
Data Protection Requirements	has the meaning described in Clause 15.1.1;
Disclosing Party	has the meaning described in Clause 14.1;
Effective Date	means the date of this Licence;
Employment Terms	has the meaning described in Clause 7.5;
Environmental Standards	means those environmental standards issued by the Company from time to time;
Fault Reporting System	means the system and telephone numbers for reporting equipment that is defective or in need of servicing notified by the Company to the Licensee from time to time;
Force Majeure Event	means an event the occurrence of which is beyond the reasonable control of either party to this Licence including (without limitation) the following: Act of God, war, terrorism, explosions, fires, floods, tempests,

earthquake, insurrection, riot, civil disturbance, rebellion, strike, lock-out or labour dispute (but not a strike, lock-out or labour dispute involving the party seeking to claim force majeure), failures in supply of electrical equipment or telecommunications equipment;

Good Industry Practice 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 groundhandling operator;

Group 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;

Insolvency Event means the occurrence of any of the following:

- a) the appointment of an insolvency practitioner;
- b) either party stops or suspends its business or payment of its debts or is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or otherwise becomes insolvent or (being a partnership) suffers bankruptcy orders being made against its partners;
- c) an administrator, administrative receiver, receiver or manager, liquidator or other similar officer is appointed in respect of either party;
- d) a winding up order or bankruptcy order is made against either party or either party passes a resolution or makes a determination for it to be wound up;
- e) a judgment, order or award made against a party is outstanding and not discharged within 10 days or any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn or discharged within 10 days;
- (f) any arrangement, compromise or composition of either party's debts is proposed or made by or with either party;
- (g) any event occurs in relation to either party in any jurisdiction in which it is incorporated, resident or carries on business which is analogous to any of those stated in paragraphs (a) to (f) (inclusive) of this definition.

Licence Fee	means the figure published in the Tariffs General Notice from time to time;
Licence Infringement Notice	means the notice issued from time to time by the Company detailing the Licensee's non-compliance with the terms of this Licence, such non-compliance not amounting to a Material Breach of this Licence;
Licence Period	means seven years from and including the Effective Date;
Licensee Personnel	means all employees, officers, subcontractors and agents engaged by or on behalf of the Licensee in connection with the provision of the Services at the Airport;
Losses	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;
Lost Time Incident	means any incident that results in Licensee Personnel being signed off work due to industrial injury/illness;
Material Breach	means a breach of the Licensee's obligations under this licence enabling the Company to terminate the licence immediately (including without limitation a breach of a safety, security, payment or critical performance obligation);
Material Change in Circumstance	means any major business change of the Licensee, including but not limited to any loss of contract with an Airport User;
Operational Requirements	means the operational requirements of the Company as notified by the Company to the Licensee from time to time;
Operational Safety Instructions	means all instructions, notices or directions from time to time in force issued by a Director of the Company or other authorised representative of the Company relating to safety or the proper operation of the Airport, usually listed at http://www.heathrowairport.com/airside ;
Passenger	means any natural person arriving at or departing from the Airport on an aircraft;
Performance Improvement Plan	has the meaning described in Clause 16;
Performance Review	means the assessment of Licensees provision of the Services as against the standard set out in Schedule 3;

Policies	means those policies of the Company listed in Schedule 4 and notified by the Company to the Licensee from time to time;
Receiving Party	has the meaning described in Clause 14.1;
Relevant Requirements	has the meaning described in Clause 8.4;
Representatives	has the meaning described in Clause 6.1;
Satisfactory	means satisfactory in the sole opinion of the Company;
Security Standards	means those security standards issued by the Company from time to time;
Services	means only those services approved in Schedule 1 and listed in Schedule 2;
Specialised Vehicles	means Passenger Carrying Vehicles (PCV) over 17 seats (Driver and 16 passengers), large commercial vehicles over 7.5 tonne Maximum Authorised Mass (MAM) and purpose built vehicles or equipment such as hi-lift vehicles, ULD carriers, ULD loaders, tugs, toilet trucks, GPU, loading elevators and/or where the specialist body or fitments represent over 50% of the new purchase price.
Standard Vehicles	means cars, vans, 4X4, pick-ups, Passenger Carrying Vehicles (PCV) up to 17 seats (Driver and 16 passengers), light commercial vehicles less than 7.5 tonne Maximum Authorised Mass (MAM) 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.
Station Manager	means that person with overall responsibility for managing the Licensee's day to day operations at the Airport;
Tariffs General Notice	means the notice issued by the Company from time to time setting out the relevant charges for electricity, fixed electrical ground power, water and sewerage, low temperature hot water, domestic hot water, chilled water, gas, staff ID cards and vehicle apron passes, staff car parking, baggage, check-in desks and common use self-service (CUSS), licences, airport waste services, pre conditioned air, passengers with reduced mobility, IT and the Airline Operators Committee (AOC) and the use of other facilities and services;
VAT	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;

Vehicle Apron Pass means the security pass affixed to vehicles and self-propelled motorised equipment as required under EC Regulation 300/2008 for all vehicles and self-propelled motorised equipment in airside areas of the Airport including the Critical Part of the Security Restricted Area (CPSRA) and Other Airside Areas (OAA); and

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

- 1.2 Each gender includes all genders.
- 1.3 The singular includes the plural and vice versa.
- 1.4 A reference to any Clause, Sub-clause, Paragraph, Schedule Parts, Part or Exhibit is except where expressly stated to the contrary, a reference to such Clause, Sub-clause, Paragraph, 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 Any reference to any enactment, order, regulation or other similar instrument, statute or statutory provisions shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.
- 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 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 A reference to legislation shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

- 1.13 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, the provisions contained in the main body of this Licence shall prevail save to the extent that any provision in a Schedule is expressly stated as taking priority.
- 1.14 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, the Company grants to the Licensee a non-exclusive licence for the Licence Period to provide Services to Airport Users at the Airport in accordance with the terms of this Licence.
- 2.2 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.

3. Licence Period

- 3.1 This Licence shall commence on the Effective Date and shall continue in force until the expiry of the Licence Period unless terminated earlier in accordance with Clause 16.

4. Licensee Undertakings

- 4.1 The Licensee undertakes to the Company that it will (and, subject to Clause 9.1, will procure that its subcontractors and agents will) throughout the Licence Period:
- 4.1.1 provide the Services in accordance with Good Industry Practice, Applicable Standards and Applicable Law;
 - 4.1.2 provide the Services in accordance with the standards listed in Schedule 3 (the "**Performance Standards**");
 - 4.1.3 comply at all times with the Operational Safety Instructions;
 - 4.1.4 comply at all times with the Environmental Standards;
 - 4.1.5 comply at all times with the Security Standards;
 - 4.1.6 comply at all times with the Policies or such equivalent policies Satisfactory to the Company acting reasonably;
 - 4.1.7 comply at all times with any Company Notices;
 - 4.1.8 disseminate all Company Notices 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; and
 - 4.1.9 not to do (and to ensure that its subcontractors and agents will not do) anything that would put the Company in breach of the Applicable Law.

- 4.2 Failure to comply with Clauses 4.1.8 and 4.1.9 above amounts to a Material Breach.
- 4.3 The Licensee shall immediately:
- 4.3.1 report to the Company any equipment of the Company
- (a) that has been damaged either by the Licensee or by any other Airport User;
 - (b) that is defective or in need of repair or servicing. All such reports shall be made using the Fault Reporting System.
- 4.3.2 promptly notify the Company whenever it has reasonable grounds to believe:
- (a) that any Licensee Personnel, vehicles or equipment has been involved in an accident that causes damage to an aircraft, infrastructure, other vehicle or equipment including that of the Company;
 - (b) that any failure or other event is likely to have a detrimental effect on the Licensee's ability to provide the Services in accordance with this Licence;
- 4.3.3 not do or omit to do anything which in the reasonable opinion of the Company results in (or may result in) damage to the Company's reputation;
- 4.3.4 take all reasonable steps to ensure that in the performance of this Licence none of the Licensee Personnel cause any wrongful interference whatsoever to Passenger services or security, the operations of the Company or those of any other contractors engaged by the Company or of any other person at or using any property of the Company and shall ensure that neither it nor any employee, agent or sub-contractor wrongfully interferes with any plant, ways, works, appliances or other property belonging to the Company or any other person;
- 4.3.5 take all reasonable steps to ensure that no damage is caused to any property of the Company or any tenant, customer or concessionaire of the Company 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;
- 4.3.6 obtain and maintain in force for the duration of this Licence any licences, permissions, authorisations, consents and permits needed to supply the Services in accordance with this Licence;
- 4.3.7 provide the Services in a professional and efficient manner without interruption to passenger services and at all times in accordance with the Operational Requirements;
- 4.3.8 allow the Company at all reasonable times but without notice to inspect the provision of the Services;
- 4.3.9 not to do or omit to do anything that may cause the Company Loss;
- 4.3.10 not, without the prior written consent of the Company, to permit the entry of any of his employees, officers, subcontractors, servants or agents 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 Services;

- 4.3.11 liaise and co-operate with other persons authorised by the Company to provide services to Airport Users; and
- 4.3.12 co-operate with the Company when essential maintenance work is carried out by or on behalf of the Company.
- 4.4 Immediately or as soon as reasonably practicable the Licensee shall notify the Company of all accidents, incidents (including environmental incidents) and unsafe practices at the Airport of which it is aware and both co-operate and assist in any investigation.
- 4.5 All such accidents, incidents and unsafe practices are to be notified to the Company within 24 hours of an incident occurring by the submission of a brief report with the information described in Schedule 7. The Licensee agrees to submit a further report setting out in full a comprehensive conclusion of any investigation and the findings and recommendations found as soon as practicable. The Company reserves the right to circulate any safety findings and observations to third parties who, in the opinion of the Company, may be interested in such findings and observations.
- 4.6 The Licensee shall provide at the Company's request a current copy of the Licensee's:
 - (a) health and safety at work policy;
 - (b) airside safety policy, including the Safety Management System (SMS);
 - (c) environmental policy;
 - (d) drug and alcohol policy;
 - (e) internal disciplinary procedure (including details of those roles and the individuals filling them with safety accountabilities);
 - (f) training records;
 - (g) insurance certificates; and
 - (h) resilience plan.
- 4.7 The Licensee shall provide to the Company on the Effective Date and on each annual amendment 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) aircraft incidents;
 - (b) airport incidents;
 - (c) terrorist incidents;
 - (d) environmental incidents;

- (e) severe weather;
- (f) geological disruption;
- (g) industrial action;
- (h) supply interruptions;
- (i) IT disruption;
- (j) flight disruption; and
- (k) passenger welfare.

- 4.8 The Licensee shall ensure that a properly qualified person attends all relevant safety meetings.
- 4.9 The Licensee further covenants with the Company that it will not directly or indirectly at any time:
- (a) falsely represent itself as being connected with or interested in the Company or the Company's Group;
 - (b) do or say anything likely or calculated to lead any person, firm or company to withdraw from or cease to continue offering to the Company any rights of purchase, sale, import, distribution or agency then enjoyed by it; or
 - (c) include the names or logos of the Company or any member of the Company's Group, or any other word or words resembling the same, in any title of any business which it may carry on without the prior written permission of the Company.

The Licensee acknowledges and agrees with the Company that Sub-clauses (a) to (c) inclusive each constitute an entirely separate severable and independent covenant and restriction on it.

- 4.10 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 the Company and shall have no authority to represent the Company as an agent or to incur liabilities or obligations binding upon any member of the Company's Group.
- 4.11 The Licensee shall immediately inform the Company of any Material Change in Circumstance.

5. Licence Fee, Invoicing and Payment

- 5.1 The Licence Fee is exclusive of VAT.
- 5.2 The Licence Fee shall be paid annually in advance for the duration of the Licence Period.
- 5.3 The Licensee shall pay to the Company monthly in arrears the standard user charges in respect of facilities and services supplied to the Licensee by the Company. Such charges shall include, but are not limited to:

- (a) check-in desk usage charges;
- (b) departure baggage hall usage charges;
- (c) staff car park charges;
- (d) ID pass charges;
- (e) hold baggage charges;
- (f) PRM charges; and
- (g) any other charges reasonably incurred by the Company

as published from time to time by the Company in the General Tariffs Notice, together in each case with VAT on such charges.

- 5.4 The Licensee shall pay to the Company rentals and other sums due for Accommodation, equipment parking areas, clean-up costs; fuel spillage clean-up costs and other properties in accordance with the terms of the relevant lease or other agreements on terms Satisfactory to the Company.
- 5.5 All sums due which are not paid on the due 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).
- 5.6 If the Licensee fails to pay amounts payable under this Licence when they fall due, this will amount to a Material Breach.
- 5.7 The Licensee shall not be entitled to any right of set-off or deduction from the Licence Fee. All payments shall be made 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 the Company as if no such tax or charge had been imposed.
- 5.8 Any queries relating to invoices shall be raised with the Credit Control Department at the Heathrow Airport Limited Business Support Centre within 21 Working Days of the invoice date. Contact numbers for the Company Business Support Centre are shown on the Company's invoices and statements.

6. Contract Management

- 6.1 Each party shall appoint at least one appropriate representative ("**Representative**") to manage the relationship with the other party and in the event that the Licensee fails to appoint a Representative the Licensee's Station Manager shall be the Licensee's Representative.
- 6.2 If requested by the Company, the Representatives must meet at least quarterly in order, amongst other things, to discuss the performance by the Licensee of its obligations under this Licence. If more than two such meetings are missed by the Licensee, this will amount to a Material Breach of this Licence.
- 6.3 If requested by the Company, a formal annual Performance Review may 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.

6.4 Each party shall notify the other of the name of its Representative following any personnel changes.

7. Licensee Personnel

7.1 The Licensee shall ensure that the Services are provided by a sufficient number of appropriately experienced, qualified, competent and trained personnel who have appropriate knowledge of the Services.

7.2 The Licensee shall ensure that the Licensee Personnel:

7.2.1 receive training on activities in restricted areas of the Airport, security and safety, crisis management, environmental protection and the operation of airside vehicles and equipment, and that those personnel operate in accordance with such training;

7.2.2 are made aware of the Licensee's obligations under this Licence;

7.2.3 are able to read, write and speak English to a sufficiently high standard, as set out in Operational Safety Instruction 31/12 (as amended or replaced), such that they are able to understand instructions and warning notices;

7.2.4 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;

7.2.5 are trained in the Company's airport evacuation procedures and, if any part of the Airport needs (in the opinion of the Company) to be evacuated, assist with such evacuation;

7.2.6 wear identity cards issued by the Company at all times whilst on the Airport and ensure that such cards are surrendered to the Company immediately upon any member of staff ceasing to be employed by the Licensee at the Airport;

7.2.7 do not consume alcohol or any Classified Drug or be under the influence of the same whilst on duty anywhere on the Airport;

7.2.8 have contractual arrangements with the Licensee that include obligations to comply with the Performance Standards, Environmental Standards, Security Standards and Policies;

7.2.9 conduct themselves in a professional manner at all times but particularly within the Passenger facing areas of the Airport; and

7.2.10 do not cause any damage to the professional reputation of the Airport or the Company.

7.3 The Company 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:

7.3.1 the Licensee Personnel have failed to comply with Clause 7.2 above; or

7.3.2 it comes to the Company's attention that the Licensee Personnel have previously failed to comply with Clause 7.2 whilst employed by another Licensee at the Airport.

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

7.4 The Licensee shall, at its own expense, ensure that all Licensee Personnel working at the Airport wear appropriate high visibility garments, protective clothing and uniforms appropriate to their duties and are easily identified by means of a prominent identity tag issued by the Company.

7.5 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 Supplier Personnel (the "**Claims**"). The Licensee agrees to indemnify and keep the Company 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.

7.6 Failure to comply with Clauses 7.3 and 7.4 above amounts to a Material Breach.

8. Anti-Bribery

8.1 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 the Company 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.

8.2 The Licensee shall take all reasonable steps (in accordance with Good Industry Practice) to prevent fraud or bribery by the Licensee Personnel in connection with the provision of the Services.

8.3 The Licensee warrants that it has not paid commission or agreed to pay commission to the Company or any person employed by or on behalf of the Company in connection with this Licence.

8.4 The Licensee shall, together with the Licensee Personnel:

8.4.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (the "**Relevant Requirements**");

8.4.2 comply with the Company's Bribery Prevention Strategy, at Clause 6 of the Company's Code of Professional Conduct Policy in Schedule 4;

8.4.3 have and maintain in place (and shall ensure that the Licensee Personnel adhere to) throughout the term of this Licence its own policies and procedures (including adequate procedures under the Bribery Act 2010) to ensure compliance with the Relevant Requirements;

8.4.4 promptly report to the Company 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 provision of the Services at the Airport; and

8.4.5 immediately notify the Company in writing if any foreign public official becomes an officer or employee of the Licensee or acquires a direct or indirect interest in the Licensee (and the Licensee warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Effective Date).

8.5 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 8. The Licensee shall be responsible for the observance and performance, and shall be directly liable to the Company for any breach, by such persons of such terms.

8.6 Without prejudice to its other rights or remedies, the Company may terminate this Licence with immediate effect by giving written notice to the Licensee if the Licensee (directly or indirectly) or any of the Licensee Personnel gives or offers to any person employed or engaged by the Company any gift or consideration of any kind or commits any breach of this Clause 8.

9. Subcontracting

9.1 The Licensee shall not sub-contract the provision of the Services without the prior written consent of the Company.

9.2 In order to obtain the written consent of the Company, the Licensee shall provide to the Company 3 months written notice prior to the commencement of the sub-contracted Services.

9.3 In exceptional circumstances, and at the sole discretion of the Company, six weeks written notice shall be provided by the Licensee prior to the commencement of the sub-contracted services.

9.4 If the Company provides such consent:

9.4.1 the Licensee may only sub-contract those Services which the Company has agreed it may sub-contract; and

9.4.2 the Licensee will remain primarily liable for the provision of the Services under the terms of this Licence and shall be liable for the acts and omissions of its sub-contractors.

9.5 Where the Company has reasonable cause to assert that the performance of a sub-contractor is not satisfactory or such sub-contractor is not acting reasonably, the Company may withdraw its consent in relation to such sub-contractor by giving notice to the Licensee.

9.6 The Licensee shall procure that any and all of its subcontractors and agents that provide services at the Airport analogous to the Services first obtain a Ground Operations Licence from the Company on terms substantially the same as this Licence.

10. Reports and Records

- 10.1 During the Licence Period and for a period of six 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 the Company and the Licensee.
- 10.2 Subject to having been given reasonable notice in writing from the Company the Licensee shall ensure that all such records are available for inspection by the Company at any time.
- 10.3 The Licensee authorises the Company, for the duration of the Licence Period, to collect, collate and publish the Licensee's information (including information collected during Audits) in relation to performance at the Airport as part of the Company's operational performance monitoring.
- 10.4 Clause 10 shall continue to apply notwithstanding the expiration or termination of this Licence.

11. Warranties and Representations

- 11.1 The Licensee warrants and represents on a continuing basis to the Company that:
 - 11.1.1 it has all requisite corporate power and authority to enter into this Licence and to carry out the transactions contemplated therein;
 - 11.1.2 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 Services to Airport Users; and
 - 11.1.3 it has a valid, enforceable, written contract or subcontract with each of the Airport Users to whom it provides Services at the Airport.

12. Audit

- 12.1 The Company may review and/or audit any matter related to the performance by the Licensee of its obligations under this Licence including:
 - 12.1.1 compliance by the Licensee with the terms of this Licence;
 - 12.1.2 any matter related to the Licensee's provision of the Services; and/or
 - 12.1.3 the accuracy of any information provided to the Company under this Licence.
- 12.2 Audits may be carried out on written notice given by the Company to the Licensee except where the Company has reasonable grounds to suspect there is an issue which requires the Licensee to be audited immediately.
 - 12.2.1 The Company aims to carry out Audits at the frequency set out in Schedule 8.
 - 12.2.2 All back office Audits will be conducted on any Working Day between the hours of 9:00 and 17:00.
 - 12.2.3 All other Audits will be conducted during the Licensee's usual operating hours.
- 12.3 The Company or its nominated representatives shall have the right to examine the

Licensee's books and records (except financial books and records) which relate to the provision of the Services. For that purpose the Licensee hereby grants (and shall ensure that its sub-contractors grant) to the Company and its nominated representatives a right of accompanied access to the Licensee's premises (or any other premises where the relevant information is stored), systems and information between the hours of 09.00 and 17.00 on any Working Day.

- 12.4 The Company and its nominated representatives shall have the right to take copies of any books and records (except financial books and records) which they reasonably require and which relate to the provision of the Services and the Licensee shall provide all necessary facilities free of charge to the Company. The Licensee shall have the right to accompany the relevant Company staff or representatives conducting such audit.

13. Intellectual Property

- 13.1 The Company grants no licence or other right to the Licensee relating to any of the Company's intellectual property.
- 13.2 The Licensee shall indemnify the Company from and against any Losses which the Company suffers or incurs as a result of any infringement by the Licensee of the Company's intellectual property rights.
- 13.3 Clause 13 shall continue to apply notwithstanding the expiration or termination of this Licence.

14. Confidentiality

- 14.1 In respect of all Confidential Information relating to a party (the "**Disclosing Party**") which the other party (the "**Receiving Party**") obtains under or in connection with this Licence, the Receiving Party agrees:
- 14.1.1 to keep all Confidential Information confidential and protected from theft, damage, loss or unauthorised access;
- 14.1.2 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
- 14.1.3 not to disclose the Confidential Information to any other person other than as permitted under this Clause 14.
- 14.2 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 14.
- 14.3 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.
- 14.4 Clause 14.1 shall not apply to the disclosure of Confidential Information if and to the

extent required:

14.4.1 by Applicable Law; or

14.4.2 by any competent regulatory authority; or

14.4.3 by any recognised stock exchange;

provided that any Confidential Information shall only be disclosed pursuant to Clause 14.4 following the receipt of reasonable notice.

14.5 The restriction contained in Clause 14.1 shall continue to apply notwithstanding termination of this Licence.

15. Data Protection and Company Data

15.1 In the performance of its obligations under this Licence, the Licensee shall (and shall procure that its sub-contractors shall) at all times:

15.1.1 comply with its obligations under the Data Protection Act 1998, Directive 95/46 EC and any other associated legislation or regulations (the “**Data Protection Requirements**”);

15.1.2 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

15.1.3 not perform its obligations under this Licence in such a way as to cause the Company to breach any of its obligations under the Data Protection Requirements.

15.2 The Licensee shall:

15.2.1 not delete or remove any proprietary notices or other notices contained within or relating to the Company Data;

15.2.2 not alter, store, copy, disclose or use the Company Data, except as necessary for the performance of this Licence or as otherwise expressly authorised by this Licence;

15.2.3 preserve, so far as possible, the integrity of the Company Data and prevent its loss, damage, corruption, disclosure, theft, manipulation or interception (taking all precautions as may be necessary for such preservation);

15.2.4 make secure back-up copies of the Company Data on such regular basis as is reasonable for the particular data concerned or as is instructed by the Company from time to time and immediately notify the Company if any of the Company Data is lost, becomes corrupted, is damaged or is deleted accidentally.

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

15.4 The Licensee shall indemnify the Company against all Losses which the Company or any member of the Company Group may incur or suffer in connection with a breach

of the Licensee's obligations under this Clause 15.

16. Remedies and Termination

- 16.1 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 the Company is required to take action to ensure the safe and/or efficient running of the Airport, all costs (internal and external) reasonably incurred by the Company in remedying the default shall be fully rechargeable to the Licensee and shall be payable by the Licensee on demand.
- 16.2 If a Breach occurs, the Company may issue the Licensee with a Licence Infringement Notice requiring the Licensee to submit to the Company a written plan detailing the measures it will take within a defined period to remedy the Breach (a "**Performance Improvement Plan**") Satisfactory to the Company. The Licensee undertakes to produce the Performance Improvement Plan and deliver it to the Company (in accordance with Clause 23) within 14 days of receipt of a Licence Infringement Notice and to comply with all such Performance Improvement Plan(s) at its sole cost.
- 16.3 Failure to comply with Clause 16.2 above amounts to a Material Breach.
- 16.4 The Company may terminate this Licence (in whole or in part) with immediate effect by giving written notice to the Licensee if:
- 16.4.1 the Licensee commits a Material Breach of this Licence (being a single event or 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 30 days of receiving written notice requiring it to do so;
- 16.4.2 an Insolvency Event occurs in respect of the Licensee; or
- 16.4.3 there is a Change of Control of the Licensee.
- 16.5 Notwithstanding the foregoing provisions, either Party may terminate this Licence at will by giving 3 months written notice to the other Party in accordance with Clause 23.

17. Consequences of termination

- 17.1 On expiry or termination of this Licence for whatever reason each party shall return to the other party (or, at the other party's written request, irretrievably delete and/or destroy, subject at all times to compliance with the Data Protection Act 1998) all property belonging to the other party including Confidential Information and other data which may be in the possession or control of that party or (in the case of the Licensee) any of the Licensee's Personnel.
- 17.2 On expiry or termination the Licensee shall remove of all equipment, vehicles, fixtures, fittings and other materials from the Airport within a reasonable period of time as agreed between the Company and the Licensee and make good and/or pay the entire costs of making good any damage to Company property.
- 17.3 If the Licensee fails to comply with its obligations under Clause 17.2 the Company may, at the Licensee's sole cost:
- 17.3.1 make good any damage to Company property that remains un-remedied; and

17.3.2 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 the Company 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 17 and the Licensee shall not be entitled to receive the profits (if any) resulting from such disposal.

17.4 Subject to the provisions of this Clause 17, termination or expiry of this licence for whatever reason shall not affect:

17.4.1 the rights and obligations of the parties which have accrued prior to such termination or expiry; or

17.4.2 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.

17.5 Save as expressly set out in this Licence the Licensee expressly waives any additional right of recovery on termination.

18. Indemnity and liability

18.1 The Licensee shall indemnify the Company from and against any regulatory fines, rebates and/or Losses that the Company is required to pay as a result of the Licensee's failure to provide the services in accordance with this Licence.

18.2 The Licensee shall indemnify and keep the Company indemnified against all Losses suffered or incurred by the Company in respect of:

18.2.1 death of or injury to a person; and

18.2.2 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, its agents, sub-contractors or the Licensee Personnel.

18.3 The Licensee's indemnity under Clause 18.2.1 is unlimited.

18.4 The Licensee's indemnity under Clause 18.2.2 in respect of a single event (but without limit to the number of single events) shall be limited to the sum of £5,000,000 (five million pounds) in respect of any one occurrence or default in respect of landside incidents or £50,000,000 (fifty million pounds) in respect of any airside vehicular incidents.

18.5 The Licensee shall indemnify and keep the Company indemnified against all Losses suffered or incurred by the Company in respect of any failure to provide the Services in accordance with the terms of this Licence. The liability of the Licensee to the Company in respect of this liability indemnity shall not exceed £5,000,000 (five million pounds) in aggregate in any period of 12 months.

18.6 Nothing in this Licence shall exclude, limit or restrict the liability of either party:

18.6.1 for death or personal injury arising from negligence; or
18.6.2 in respect of any fraud or fraudulent misrepresentation;
to the extent such limitation or exclusion is not permitted by law.

18.7 Subject to Clauses 18.5 and 18.6, neither party shall be liable for:

- 18.7.1 any indirect loss;
- 18.7.2 any special loss;
- 18.7.3 any consequential loss;
- 18.7.4 damage;
- 18.7.5 loss of data;
- 18.7.6 loss of business;
- 18.7.7 loss of business opportunity;
- 18.7.8 loss of contract(s);
- 18.7.9 loss of or damage to goodwill;
- 18.7.10 loss of profit;
- 18.7.11 loss of revenue; and/or
- 18.7.12 loss of anticipated savings

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

18.8 Nothing in Clause 18.7 shall limit, restrict or exclude the Licensee's liability, in relation to the following:

- 18.8.1 any operational and/or administrative costs and expenses incurred by the Company in dealing with the consequences of any breach of this Licence by the Licensee;
- 18.8.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Company;
- 18.8.3 fees payable to third parties in order to rectify the Licensee's breach of this Licence, together with costs incurred in the process of appointing any such third parties;
- 18.8.4 damages payable to a third party under a contract between the Company and that third party;
- 18.8.5 the costs of implementing a temporary workaround in respect of a failure to provide the Services;

18.8.6 the full and proper costs, incurred by the Company, of any repairs or maintenance to the Company's equipment where that equipment has been damaged by the Licensee, their agents or contractors; and/or

18.8.7 any other indemnity provided under this Licence.

18.9 Clause 18 will continue to apply notwithstanding the termination or expiration of this Licence.

19. Insurance

19.1 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 insurance cover in respect of all sums that the Licensee may become legally liable to pay to the Company in connection with this Licence and any surviving obligations following termination or expiration of this Licence including the following insurance policies providing the following levels of cover:

19.1.1 a third party liability policy with an indemnity limit of at least £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one event, to be maintained in force for the duration of this Licence;

19.1.2 a product liability policy with an indemnity limit of at least £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one event and in the aggregate in any one 12 month period, to be maintained in force for the duration of this Licence; and

19.1.3 if the Licensee needs airside vehicular access (including for the purposes of providing the Services), a vehicle airside liability policy with an indemnity limit of £50,000,000 (fifty million pounds) for any one occurrence or series of occurrences arising from any one event and with a sub-limit of US\$50,000,000 (fifty million US dollars) for liability for war and terrorism risks, to be maintained for the duration of this Licence. The Licensee shall provide a minimum cover of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one event under such policy.

19.2 The Licensee shall on request by the Company provide the Company with evidence of insurance cover relating to the policies referred to in this Clause 19.

19.3 Failure to comply with this Clause 19 amounts to a Material Breach.

20. Assignment

20.1 The Licensee shall not, without the prior written consent of the Company, assign the benefit of, novate, or otherwise transfer this Licence (or any part of it) to any other organisation.

21. Third party rights

21.1 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. Announcements and publicity

22.1 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 the Company. 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 the Company for approval and any such approval as may be given shall be given on such terms as the Company may in its absolute discretion think fit.

- 22.2 The Licensee shall take all reasonable steps to ensure the observance of the provisions of Clause 22.1 by all of its employees, agents, sub-contractors and consultants (including professional advisers).

23. Notices

- 23.1 Except as otherwise expressly provided, any notice or other communication from any party (the “**Sender**”) to the other party (the “**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.

- 23.2 The Sender may either:

23.2.1 deliver the notice by hand (retaining Satisfactory proof of delivery);

23.2.2 send the notice by recorded delivery or registered post (retaining a receipt of posting);

23.2.3 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

23.2.4 send the notice by e-mail (retaining an e-mail confirming delivery excluding an automatically generated e-mail receipt).

- 23.3 Any notice shall be deemed to have been served:

23.3.1 if delivered by hand, at the time and date of delivery (or if delivered after 16:00 local time, on the next Working Day);

23.3.2 if sent by e-mail, when the sender receives a reply e-mail confirming delivery (excluding an automatically generated e-mail receipt);

23.3.3 if sent by recorded delivery or registered post, two Working Days after the date of posting (such date as evidenced by a receipt of posting); or

23.3.4 if sent by registered airmail, five Working Days after the date of posting (such date as evidenced by a receipt of posting).

24. Accommodation

- 24.1 The Company may from time to time at its sole discretion provide for the use of the Licensee such accommodation (“**Accommodation**”) (if any) as the Company deems necessary for the Licensee to carry out the Services. The Licensee agrees that it will not have sole possession of such Accommodation which may be shared with the Company or with others from time to time.

24.2 If the Company deems any such Accommodation necessary the Company and the Licensee shall enter into a property licence on terms Satisfactory to the Company.

24.3 If this Licence or the Licensee's engagement hereunder is terminated for any reason, then any and all property licences entered into between the Company and the Licensee for Accommodation shall immediately terminate on the date of such termination.

25. General

25.1 No amendments may be made to this Licence, unless the Company has provided the Licensee with 3 months written notice of the amendments.

25.2 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.

25.3 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.

25.4 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.

25.5 If any 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 would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

26. Force Majeure

26.1 No failure or omission by either party to carry out or observe any terms of this Licence shall give rise to any claim to the party in question or deemed a breach of this Licence if such failure or omission arises from a matter that is caused by a Force Majeure Event.

26.2 If either party is prevented or delayed in the performance of any of its obligations under this Licence by a Force Majeure Event, that party shall forthwith serve notice in writing to the other party, in accordance with Clause 23, specifying the nature and the extent of the circumstances giving rise to such Force Majeure Event and shall take all reasonable steps to mitigate prevention and delay in the carrying out of the terms of this Licence.

27. Entire Agreement

27.1 This Licence (together with (i) all other documents to be entered into pursuant to it and (ii) 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.

27.2 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.

28. Governing law and jurisdiction

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.

29. Execution

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

Name
Position
Signature
Date

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

Name
Position
Signature
Date

SCHEDULE 1 – GROUND OPERATIONS LICENCE ACTIVITIES

[Note: Tick/Annotate boxes for Licensee as required]

The Licensee is granted a non-exclusive licence to provide the following services (the details of which are set out in Schedule 2 of this Licence) in accordance with the corresponding Performance Standards listed in Schedule 3 at the following locations:

Service	Licence Activity Number	Applicable Performance Standards	Licensee Activity (Y/N)	Location
Ground Administration and Supervision Services	1	A, B, 1, 12		
Passenger Handling	2	A, B, C, 2, 12		
Baggage Handling	3	A, B, 3, 12		
Freight and Mail Handling	4	A, B, 4, 12		
Ramp Handling	5	A, B, 5, 12		
Aircraft Services	6	A, B, 6, 12		
Fuel and Oil Handling	7	A, B, 7, 12		
Aircraft Maintenance	8	A, B, 8, 12		
Flight Operations and Crew Administration	9	A, B, 9, 12		
Surface Transport	10	A, B, 10, 12		
Catering Services	11	A, B, 11, 12		
Other activities airside (including vehicle/equipment access)	12	A, 12		

SCHEDULE 2 – GROUND HANDLING SERVICES

[Note: only those Services specifically authorised in Schedule 1 are applicable]

1. Ground administration and supervision

Ground administration and supervision comprise the following subcategories:

- 1.1. Representation and liaison services with local authorities or any other entity, disbursements on behalf of the airport user and provision of office space for its representatives;
- 1.2. Load control, messaging and telecommunications;
- 1.3. Handling, storage and administration of unit load devices;
- 1.4. Any other supervision services before, during or after the flight and any other administrative service requested by the airport user.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 1 - Managing Functions

- 1.1 Representation
- 1.2 Administrative Functions
- 1.3 Supervision and/or Co-ordination
- 1.4 Station Management

Section 6 - Support Services

- 6.1 Accommodation
- 6.2 Automation/Computer Systems
- 6.3 Unit Load Device (ULD) Control

2. Passenger Services

Passenger handling comprises any kind of assistance - including those provided in the framework of the relevant EU legislation on passenger rights - to arriving, departing, transfer or transit passengers, including checking tickets and travel documents, registering baggage and carrying it to the sorting area.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 2 - Passenger Services

- 2.1 General
- 2.2 Departure
- 2.3 Arrival
- 2.4 Inter-modal Transportation by Rail, Road or Sea

Section 7 - Security

- 7.1 Passenger and Baggage Screening and Reconciliation

3. Baggage handling

Baggage handling comprises handling baggage in the sorting area, sorting it, preparing it for departure, loading it on to and unloading it from the devices designed to move it from the aircraft to the sorting area and vice versa, as well as transporting baggage from the sorting area to the reclaim area.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 3 - Ramp Services

- 3.1 Baggage Handling

4. Freight and mail handling

Freight and mail handling comprises the following subcategories:

- 4.1. For freight: physical handling of incoming and outgoing freight, including export, transfer and import, handling of related documents, customs procedures and implementation of any security procedure agreed between the parties or required by the circumstances;
- 4.2. For mail: physical handling of incoming and outgoing mail, handling of related documents and implementation of any security procedure agreed between the parties or required by the circumstances.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 5 - Cargo and Mail Warehouse Services

- 5.1 Cargo and Mail Handling – General
- 5.2 Customs Control
- 5.3 Documentation Handling
- 5.4 Physical Handling Outbound/Inbound
- 5.5 Transfer/Transit Cargo
- 5.6 Post Office Mail

Section 7 - Security

- 7.2 Cargo and Post Office Mail

5. Ramp handling

Ramp handling comprises the following subcategories:

- 5.1. Marshalling the aircraft on the ground at arrival and departure;
- 5.2. Assistance to aircraft parking and provision of suitable devices;
- 5.3. Communication between the aircraft and the air-side supplier of services;
- 5.4. the loading and unloading of the aircraft, including the provision and operation of suitable means, the transport of crew and passengers between the aircraft and the terminal, and baggage transport between the aircraft and the terminal, as well as the loading and unloading of wheelchairs or other mobility equipment or assisting devices of persons with reduced mobility;
- 5.5. The provision and operation of appropriate units for engine starting;
- 5.6. The moving of the aircraft at arrival and departure, as well as the provision and operation of suitable devices;
- 5.7. The transport, loading on to and unloading from the aircraft of food and beverages.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 3 - Ramp Services

- 3.2 Marshalling
- 3.3 Parking
- 3.4 Ancillary Items
- 3.5 Ramp to Flight Deck Communication
- 3.6 Loading and Unloading
- 3.7 Safety Measures
- 3.8 Moving of Aircraft
- 3.15 Catering Ramp Handling

Section 7 - Security

- 7.4 Ramp
- 7.5 Additional Security Services

6. Aircraft services

Aircraft services comprise the following subcategories:

- 6.1. The external and internal cleaning of the aircraft, and the toilet and water services;

- 6.2.1. The cooling and heating of the cabin;
- 6.2.2. The removal of snow and ice and the de-icing of the aircraft;
- 6.3. The rearrangement of the cabin with suitable cabin equipment, the storage of this equipment.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 3 - Ramp Services

- 3.9 Exterior Cleaning
- 3.10 Interior Cleaning
- 3.11 Toilet Service
- 3.12 Water Service
- 3.13 Cabin Equipment
- 3.14 Storage of Cabin Material
- 3.16 De-Icing/Anti-Icing Services and Snow/Ice Removal

7. Fuel and oil handling

Fuel and oil handling comprises the following subcategories:

- 7.1. The organization and execution of fueling and defueling operations, including the storage of fuel, also if adjacent to the airport, and the control of the quality and quantity of fuel deliveries;
- 7.2. The replenishing of oil and other fluids.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 6 - Support Services

- 6.4 Fuel Farm (Depot)
- 6.5 Ramp Fueling/Defueling Operations

8. Aircraft maintenance

Aircraft maintenance comprises the following subcategories:

- 8.1. Routine services performed before flight;
- 8.2. Non-routine services requested by the airport user;
- 8.3. The provision and administration of spare parts and suitable equipment;
- 8.4. The request for or reservation of a suitable parking and/or hangar space.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 8 - Aircraft Maintenance

- 8.1 Routine Services
- 8.2 Replenishing of Oils and Fluids
- 8.3 Non-routine Services
- 8.4 Material Handling
- 8.5 Parking and Hangar Space

9. Flight operations and crew administration

Flight operations and crew administration comprise the following subcategories:

- 9.1. Preparation of the flight at the departure airport or at any other point;
- 9.2. In-flight assistance, including re-dispatching if needed;
- 9.3. Post-flight activities;
- 9.4. Crew administration.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:

Section 4 - Load Control, Communications and Flight Operations

- 4.1 Load Control
- 4.2 Communications

- | | |
|-----|---------------------|
| 4.3 | Flight Operations |
| 4.4 | Crew Administration |

10. Surface transport

Surface transport comprises the following subcategories:

- 10.1. The organization and execution of crew, passenger, baggage, freight and mail transport between different terminals of the same airport, but excluding the same transport between the aircraft and any other point within the perimeter of the same airport;
- 10.2. Any special transport requested by the airport user.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:
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Section 6 - Support Services

- | | |
|-----|-------------------|
| 6.6 | Surface Transport |
|-----|-------------------|

11. Catering services

Catering services comprise the following subcategories:

- 11.1. Liaison with suppliers and administrative management;
- 11.2. Storage of food and beverages and of the equipment needed for their preparation;
- 11.3. Cleaning of this equipment;
- 11.4. Preparation and delivery of equipment as well as of bar and food supplies.

For ease of reference, this Licence activity includes the following SGHA 2013 activities:
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Section 6 - Support Services

- | | |
|-----|--|
| 6.7 | Catering Services – Liaison and Administration |
|-----|--|

12. Other activities

Other activities comprise any other airside activity not listed above and may include, but are not limited to, vehicle or equipment access.

SCHEDULE 3 – PERFORMANCE STANDARDS

A. General – to apply to all Licensed Activities

A.1 Licensee Personnel

- A.1.1 Any Licensee Personnel acting as a Team or Crew Leader functions must hold an appropriate NVQ qualification or equivalent.
- A.1.2 Licensees shall provide to and undertake to review with the Company all Lost Time Incidents (including near misses) data including RIDDOR events.
- A.1.3 Licensees and Licensee Personnel shall capture and share all operational data 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.2 Environmental Standards

- A.2.1 Licensees must adhere to Heathrow's Pollution Code of Practice and meet ISO14001 Environmental Standards (or equivalent).
- A.2.2 Licensees are responsible for the full and compliant disposal of all their waste generated directly by themselves or through their Licensee Personnel, subcontractors and customers.
- A.2.3 Licensees must adhere to their own environmental standards and policies.

A.3 Contingency Plans

- A.3.1 Licensees must produce their own contingency plans to deal with disruption at the airport and are under an obligation to coordinate this with the Company.

B. General – to apply to all Ground Handling Services

B.1 Safety Standards

- B.1.1 All Licensees must have a Safety Management System (SMS) and are under an obligation to coordinate this with the Company.
- B.1.2 All Licensees to hold ISAGO accreditation (IATA Standard Audit of Ground Operations) or demonstrate compliance with an equivalent standard including IOSA accreditation (IATA Operational Safety Audit).

B.2 Licensees must meet the Company's requirements for contingency plans for the following events:

- snow;
- adverse weather;
- industrial action; and
- any other scenarios where an adverse passenger impact arises or occurs.

B.3 Local Emergency Response Plans

B.3.1 Licensees must undertake, at the Company's request, an exercise of their Local Emergency Response Plan with a representative of the Company in attendance.

B.3.2 Licensees must provide the Company, if so requested, with an up to date copy of their Local Emergency Response Plan on an annual basis or whenever significant changes to the plan take place, including a change of contact details.

B.4 Operating Methodology

B.4.1 Licensees must provide the Company with the method by which it intends delivering the Services. Such methodology to include details on:

- i) Equipment – the type(s), number and space required for parking or electric vehicle (EV) charging
- ii) Accommodation – the size and location of the accommodation agreed with the Company's Property team
- iii) Vehicles – the type(s) and number of vehicles required
- iv) Stillage – the location and quantity required
- v) Congestion – how the Licensee proposes to minimise congestion
- vi) Service Delivery – how the Licensee proposes to deliver the Services in the form of a Turnaround Plan
- vii) Waste disposal – how the Licensee proposes to deal with its own waste and the waste of any of the Licensee's customers and sub-contractors

B.4.2 Licensees shall not deliver the Services without the Company agreeing to the methodology.

C. General – to apply to all Passenger Handling Services

C.1 Licensees must provide the Company with a list of their contingency plans, plan owners, contact details, exercise detail and frequency of plan refresh.

1. Ground Administration and Supervision Services

<Reserved>

2. Passenger Handling

2.1 The Licensee shall

2.1.1 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;

2.1.2 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 system for the checking in of all passengers who are checking in at the Airport;

- 2.1.3 provide sufficient appropriately trained and equipped staff to operate all check-in desks and ticket/information desks or other 'front of house' facilities allocated to or made available for use by the Licensee. Where congestion occurs the Company may require the Licensee to operate additional check-in desks or other facilities at the Licensee's expense;
- 2.1.4 recognise and accept flexibility in the utilisation of check-in desks as directed by the Company which may require the desks allocated to the Licensee to be split up and that the allocation of desks be changed by the Company;
- 2.1.5 provide sufficient staff to maintain an effective queue management resource in each of the check-in areas where the Licensee is checking in passengers;
- 2.1.6 at check-in or in a timely fashion once checked in, provide passengers with accurate information on any delay by electronic means and by staff contact;
- 2.1.8 not, without the previous consent in writing of the Company, display or cause or permit to be displayed any item at, on or in the vicinity of the check-in desk other than in relation to matters relating to the Services to be provided therefrom and in any event to ensure that any such display shall be subject in each case to the approval of the Company and in no circumstances shall any revenue or benefit in kind be paid to the Licensee arising out of the display of any item at, on or in the vicinity of the check-in desk;
- 2.1.9 shall ensure that at check-in a clearly legible notice containing the following text is displayed in a manner clearly visible to Passengers: 'If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance' and that the CAA pamphlet (or equivalent) is provided to Passengers in the event of any delay or cancellation;
- 2.1.10 ensure that all staff, including seasonal and temporary staff, receive substantive and appropriate customer service and operational training;
- 2.1.11 in relation to check-in
 - 2.1.11.1 ensure that check-in is compliant with baggage input statements;
 - 2.1.11.2 ensure a baggage label is attached correctly and is of the right quality (Paper & Print) in accordance with IATA standards;
 - 2.1.11.3 ensure Baggage Sortation Messaging (BSM) processes minimise data quality errors such as D1, D2, D3; and
 - 2.1.11.4 ensure that check-in processes lead to a minimal amount of UTL bags entering the system.

- 2.1.12 adhering to all protocols in operation for the allocation and apportionment of check in and gate boarding facilities;
 - 2.1.13 providing suitably trained staff to facilitate passenger handling at check in and gate (for departure and arrival);
 - 2.1.14 ensuring that all staff use check in and gate equipment appropriately, reporting any maintenance and cleanliness issues or equipment failures;
 - 2.1.15 ensuring that the Company is informed of any issues of functionality or cleanliness of aircraft jetties (Air Passenger Boarding Bridges – APBB);
 - 2.1.16 ensuring effective management of queue length at ticketing desks, self-service machines, bag drop, check in and gate (as far as reasonably possible within the existing environment and check-in allocation plan); and
 - 2.1.17 where required, providing the Company with sufficient information to allow the handling of Passengers with Reduced Mobility, in accordance with Airport procedures.
 - 2.1.18 comply with all operating agreements that may be in force within airport terminals and other airport operational areas.
 - 2.1.19 be in possession of a Local Emergency Response Plan to deal with aircraft incident both on and off the Airport. Guidance regarding the Local Emergency Response Plan can be obtained from the Company and the relevant ICAO/IATA standards.
 - 2.1.20 commit to attending one Reception Centre walk through on an annual basis.
- 2.2 In relation to Contingency Planning
- 2.2.1 The Licensee must commit to attend relevant Company-delivered training or familiarisation events as deemed necessary by the Company.
 - 2.2.2 Licensees and Licensee Personnel must use best endeavours to deliver passenger welfare as per the Passenger Charter.
- 2.3 The Licensee shall not enter into agreements to provide Services requiring the use of common use facilities such as stands and check-in desks without first obtaining written confirmation from the Company that such facilities are available for the provision of those Services.
- 2.4 As part of its work during aircraft turnaround activity, the Licensee will ensure whenever required and for the benefit of PRM, the timely availability of access by the Airport contracted PRM handling agent to an appropriate door to the aircraft to enable the 'Ambulift' or other suitable equipment to be properly and safely operated.
- 2.5 When passengers, who are not initially considered in scope to receiving assistance from the Airport contracted PRM ground handling agent, present with physiological or neurological impairment or who are classed as an unaccompanied minor, the Licensee will ensure the availability of suitably trained staff to render assistance to

the passenger or make arrangements so that without undue delay, appropriate assistance is obtained for them.

- 2.6 repatriate any mobility aid, pram, children's buggy or similar equipment in accordance with passenger's wishes.

3. Baggage Handling

- 3.1 The Licensee shall ensure

3.1.1 experienced, trained and adequate manning of their Baggage Hall and baggage sortation service in order to avoid baggage 'dieback' on the sortation carousel to any extent which prevents other Baggage Hall users from satisfactorily fulfilling their own obligations;

3.1.2 'rush' bags are collected from the appropriate baggage reclaim carousel, accounted for and gathered into secure custody without undue delay following their arrival at the Airport and that their delivery to their final destination is expedited so that their presence inside the Terminal building does not constitute a safety, fire or obstruction hazard for any other Airport user or passenger;

3.1.3 where present, manual handling aids shall be used by all Licensee Personnel;

3.1.4 that they work and operate in accordance with the protocols and operating arrangements should a single baggage operation be introduced at the Airport;

3.1.5 only electric vehicles or hybrid vehicles used in electric mode are used within Baggage Facilities including Sort Hall (Baggage Diesel vehicles are prohibited for use in these facilities at any time); and

3.1.6 in collaboration with the Company that chute utilisation is optimised for the installed infrastructure.

- 3.2 In respect of Unit Load Devices (ULDs)

3.2.1 ULD stock management is to be in place, ensuring the right levels of stock holding of empty ULDs to support early batch build and timely compressed build flows;

3.2.2 ULD quality checks are carried out on a daily basis, to ensure that ULDs are serviceable before being entered into Automation (where installed);

3.2.3 ULD logistics standards for Automated build (where available) shall be capable of supplying the requested empty containers within 1 hour of the request being issued and shall collect the filled containers from the Automation output docks within 10 minutes of the request to collect being issued;

3.2.4 ULD logistics standards for Lateral build operation shall be capable of rotating AKE ULDs within 18mins and AKH ULDs within 12mins;

- 3.2.5 all ULDs are stored as per IATA recommendations and maintained in a safe condition. Insofar as there is not sufficient recommended ULD storage (“stillage”) available, the Licensee shall inform the Company and agree with the Company adequate stillage alternatives;
- 3.2.6 timely removal of ULD equipment and vehicles from the Baggage Hall to facilitate the free and unimpeded circulation of vehicles used by other Baggage Hall users;
- 3.3 Licensees are to comply with the relevant operating rules, issued by the Company from time to time, when parking within the Baggage Hall in order to maintain free-flowing traffic conditions;
- 3.4 Laterals, Problem Bag Areas, Out of Gauge area and Automation Build Cells are to be shared according to an agreed shared facility plan with Licensees. Licensees are to ensure that they release their position in accordance with the plan, and that equipment and facilities are in a serviceable state. Calls to Baggage O&M and their actions required to process those calls will be tracked as means to establish effectiveness of a Licensee complying with shared facility plans.
- 3.5 In respect of Baggage Delivery
 - 3.5.1 The first bag of those having been removed/unloaded from an arriving aircraft's usual passenger baggage bulk hold shall be delivered to the airside portion of the appropriate baggage reclaim system within 15 minutes of the aircraft on-blocks time or Actual In Blocks Time (“AIBT”).
 - 3.5.2 The last of such bags shall be similarly delivered within the following limits of time from the aircraft on-blocks time (AIBT):

Small aircraft	25 minutes
Medium aircraft	35 minutes
Large aircraft	45 minutes
 - 3.5.3 Transfer baggage to be delivered into a transfer input point within 25 minutes of the aircraft on-blocks time or Actual In Blocks Time (“AIBT”).
 - 3.5.4 The number of bags that failed to tip (due to a full lateral) expressed as a percentage of the total attempts to tip (successful and unsuccessful) shall not exceed 10% (multiple tip attempts are counted individually).
- 3.6 In respect of Mishandled Baggage, except where an aircraft flight manifest error has been made and is responsible for the failing, 98% of baggage must meet the scheduled time of departure of the aircraft. The Licensee's records of mishandled baggage shall be held to be accurate.

4. Freight and Mail Handling

- 4.1 Freight operations generally shall be conducted following the same principles as for passenger and baggage operations in terms of safety, environmental, employment, operational and resource provision rules and readiness to perform.

- 4.2 Freight operations will be conducted to the satisfaction of the Licensee's client Airport User and in order that the work of the Licensee prevents breaches of any aircraft start up, departing or other ATC or GMC clearance arrangements.
- 4.3 All freight and mail is to be presented for UK Border Force inspection in accordance with approved timescales and at approved locations.

5. Ramp Handling

The Licensee shall:

5.1 In respect of Aircraft Stands

- 5.1.1 provide sufficient staff, equipment and resources on stand, so that an arriving aircraft can be serviced, cleaned, unloaded or turned around as appropriate without any delay following it becoming available and safe for the Licensee to access it;
 - 5.1.2 operate stand entry guidance systems at all times (when available) ensuring that the stand has been inspected beforehand and that any vehicles, equipment, Foreign Object Debris ('FOD') or obstructions have been removed from the stand before the system is activated;
 - 5.1.3 maintain aircraft stand and apron areas free from unnecessary materials following aircraft related activities and waste (including materials likely to constitute a FOD risk for aircraft) for acceptable aircraft and operational safety standards to be maintained;
 - 5.1.4 participate in stand allocation and usage planning processes and adhere to all protocols in operation. In the event of more than two instances of failure to adhere to such protocols in any four week period during the License Period the Company may issue a Licence Infringement Notice;
 - 5.1.5 co-operate with the Company and Airport Users to ensure the maximum availability of pier service and to comply with any stand allocation rules and protocols as introduced by the Stands Governance Board; and
 - 5.1.6 use Fixed Electrical Ground Power (FEGP) and any other fixed facilities at all times (when available and appropriate).
- 5.2 Co-operate with the Company and other Airport Users to ensure optimum availability of every passenger and flight related service and facility and to comply with any stand allocation rules that may be introduced by the Company from time to time.
 - 5.3 Not deliberately drop any FOD in any airside area; properly dispose of any FOD found airside; 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 the Company for such use.
 - 5.4 Take all reasonable measures to ensure that any building, accommodation or area occupied by the Licensee is kept free from bird infestation and ensure that any waste that may be attractive to birds is disposed of properly.

- 5.5 If requested by the Company, use all reasonable endeavours to provide service to diverted flights subject to standard IATA aircraft ground service pricing tables.
- 5.6 Provide all personnel involved with 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.
- 5.7 Participate (as necessary) and co-operate in all ramp operations, vehicle and aircraft turnaround activity audits required by the Company.
- 5.8 In respect of Turnaround Plans
 - 5.8.1 have in place a turnaround plan co-ordinated with all business partners including but not limited to Airport User subcontractors in all elements of the aircraft turnaround, in any event the Licensee must comply with HSG 209 ('Health and Safety Guidance 'HSG 209 Aircraft Turnaround, A guide for airport and aerodrome operators, airlines and service providers on achieving control, co-operation and coordination');
 - 5.8.2 maintain copies of the turnaround plans that the Company may use as part of a turnaround Audit process;
 - 5.8.3 actively co-operate with the Company to audit turnaround practices against applicable industry standards such as IATA Standard Ground Handling Agreement (SGHA 2013)/IATA Ground Operations Manual (IGOM) and HSG 209;
- 5.9 provide all necessary communications equipment required in performance of the Services and to ensure that all necessary licences are obtained for such equipment and that such equipment is used so as to minimise interference with communications equipment used by others operating at the Airport;
- 5.10 when requested by the Company, and subject to operational constraints, handle diverted flights subject to an agreement being in place. If the Licensee is unable to obtain such agreement then it shall advise the Company verbally as soon as it is aware, and in writing within 72 hours of the event;
- 5.11 ensure appropriate equipment levels to enable effective management of airside space. Equipment not directly required must be removed from the apron areas unless agreed otherwise in writing with the Company. The Company shall provide benchmark data in respect of appropriate equipment levels when available;
- 5.12 be in possession of a Local Emergency Response Plan to deal with aircraft incident both on and off the Airport. Guidance regarding the Local Emergency Response Plan can be obtained from the Company and the relevant ICAO/IATA standards; and
- 5.13 commit to attending one Reception Centre walk through on an annual basis.

6. Aircraft Services

- 6.1 Aircraft services generally shall be conducted following the same principles as for passenger and baggage operations in terms of safety, environmental, employment, operational and resource provision rules and readiness to perform.

6.2 Aircraft services shall be conducted in accordance with the Applicable Standards and good industry practice.

6.3 In respect of snow clearance and de-icing the requirements set out in Schedule 5 shall apply.

7. Fuel and Oil Handling

7.1 In respect of fuel storage, the following information is required in order for a Licensee to operate at the Airport:

- i) The amount of fuel delivered by each supplier each week;
- ii) The amount of fuel actually delivered via each supply route each week;
- iii) Any known current and/or planned interruptions to the supply network;
- iv) The fuel demand forecast for the next (rolling) 3-week period (by day); and
- v) The fuel supply forecast for the next (rolling) 3 week period (by day).

7.2 Fuel and oil handling operations should be conducted in accordance with all lease requirements, Applicable Law, Applicable Standards and good industry practice.

8. Aircraft Maintenance

8.1 Licensee must not conduct aircraft engine or APU washing without obtaining prior approval from the Company.

9. Flight Operations and Crew Administration

<Reserved>

10. Surface Transport

10.1 Surface transport operations generally shall be conducted following the same principles as for passenger and baggage operations in terms of safety, environmental, employment, operational and resource provision rules and readiness to perform.

10.2 Surface transport operations shall be conducted in accordance with the Applicable Standards and good industry practice.

11. Catering Services

11.1 Catering operations generally shall be conducted following the same principles as for passenger and baggage operations in terms of safety, environmental, employment, food hygiene safety standards, operational and resource provision rules and readiness to perform.

11.2 Catering operations shall be conducted in accordance with the Applicable Standards and good industry practice.

11.3 All Category 1 Waste to be appropriately disposed of.

12. Vehicles

12.1 Airside Vehicle Safety and Performance

12.1.1 Taken over any twelve month period occurring within the overall License Period, the condition, safety and serviceability of the Licensee's airside vehicles shall be so maintained as to comply with Operational Safety Instructions published by the Company from time to time.

12.1.2 No vehicle in use at the Airport is to be older than:

- a) 5 years for electric powered vehicles operating inside passenger terminals;
- b) 10 years for fossil fuelled Standard Vehicles;
- c) 15 years for fossil fuelled Specialised Vehicles;
- d) 30 years for vehicles or equipment such as tow-bars, trailers or aircraft engineering steps that do not have power from an engine for propulsion or to drive an ancillary; and
- e) where vehicles listed in b) and c) are fuelled by compressed natural gas, liquid petroleum gas, fuel cell, hybrid or electrically powered the limits stated in b) and c) are doubled.

12.1.3 All vehicles, self-propelled motorised equipment, Ground Power Units (GPU) and other equipment as notified by the Company operated by the Licensee at the Airport are required to be equipped with suitable telematics and nominated data communicated to the Company.

12.1.4 To gain airside access for the first time, all vehicles requiring a Vehicle Apron Pass must:

- i) Comply with all applicable UK & EU Regulations relating to vehicle design and construction, and
- ii) Comply with the Euro or Stage emission standard as applicable at the time of manufacture or 1st UK registration whichever is the later, and
- iii) Be less than 5 years old.

12.1.5 All vehicles and self-propelled motorised equipment operating airside must meet MOT (or equivalent) standards. All other equipment must be maintained to the manufacturer's minimum standard.

12.1.6 Any driver operating a vehicle airside carrying passengers, crew or staff must hold a UK DVLA permit with the appropriate endorsement, or EU equivalent, for vehicles with more than 9 seats (Driver and 8 passengers) or for vehicles with less than 9 seats have received an equivalent level of training.

12.2 Airside Driver Discipline

12.2.1 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 the Company from time to time.

12.2.1.1 If 10% of the Licensee's drivers (or if the Licensee employs fewer than 10 drivers, more than one driver) have had to surrender their airside driving permit the Company will issue a Licence Infringement Notice. The Licensee must then provide the Company with a Performance Improvement Plan, which may include further training for all drivers.

- 12.2.2 The Company will determine the severity of breaches of airside driving discipline in light not only of the scale of the numbers recorded but also, in relation to the causes of the behaviours which have led to the breaches and the ways in which the Licensee responded to the events. The outcome of such consideration will be determined by the Ramp Assurance Manager with a right of appeal retained by the Licensee to the Head of Groundhandling for final determination.
- 12.2.3 Following a reasonable consideration of the facts by the appropriate Company manager, and where the causes of the breaches are assigned to a deficiency of management process, system or practice then unspecified sanctions may be imposed by the Company based on the Licensee's non-performance in terms of providing the requisite management structure, knowledge and skill.
- 12.3 The Licensee must ensure that all equipment machinery and vehicles necessary for the satisfactory provision of Services are maintained in a safe and satisfactory condition (including body panels, livery and any other accessories which have negative impact on vehicle appearance) in working order and comply with all regulations from time to time in force and all UK and EU standards from time to time recommended relating thereto and are operated only by properly trained and qualified staff.
- 12.4 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 the Company and the Licensee shall comply with all traffic regulations, byelaws and directions and instructions or notices made by all competent authorities, and that
- (a) 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 the Company and the Police, on demand;
 - (b) records are maintained as to the names of operators using particular equipment and vehicles at any given time and that such records will be made available to the Company and the Police, on demand; and
 - (c) equipment, plant, machinery and vehicles will where appropriate be used only in accordance with the operating instructions and recommendations of the appropriate manufacturer.
- 12.5 The Licensee must ensure that all vehicles and equipment are operated to achieve at least the following utilisation rates (unless granted an exemption by the Company):
- (a) for baggage related vehicles and equipment, 70% of the operating period;
 - (b) for ramp related vehicles and equipment, 50% of the operating period.
- 12.6 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 15 minutes for breakdowns and/or recovery in operationally critical areas including Control Posts.

SCHEDULE 4 – COMPANY REQUIREMENTS

The prevailing standard policies as issued by the Company from time to time including, as applicable:

- Heathrow Airport Byelaws
- Heathrow Bullying and Harassment Policy
- Heathrow Code of Ethics Policy
- Heathrow Code of Professional Conduct Policy
- Heathrow Corporate Responsibility Policy
- Heathrow Electric Vehicle Charging Policy
- Heathrow Environment Code of Practice
- Heathrow Health & Safety and Environmental Requirements for Suppliers
- Heathrow Information Security Policy
- Heathrow Meet and Assist Protocol
- Heathrow Operating Procedure for Electric Vehicles in Terminals
- Heathrow Serious Concerns Policy
- Heathrow Stillage Policy
- Heathrow Supplier Information Pack
- Heathrow Sustainable Procurement Policy
- Heathrow Sustainable Procurement Supplier Guidelines

SCHEDULE 5 – AIRSIDE OPERATING AGREEMENTS

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

STAND CLEARANCE

1. The Company is responsible for snow clearance but the Licensee recognises that assistance, support and co-operation from Airlines and Ground Handlers will improve the speed at which Company can return aircraft stands into service following snowfall.
2. The Company will meet with Airlines and Licensees in accordance with the early warning indicator trigger points as defined in the Company's Aerodrome Snow Plan. The Licensee (and airlines) will support the Company in the clearance of snow from stands and equipment areas that they are operating from following a self-help process including:
 - a. Removing handling equipment and vehicles from stands to allow snow clearing machinery clear access;
 - b. Spreading de-icing media provided by the Company and manually sweeping using Company equipment to keep working areas safe and clear;
 - c. Keeping the Company informed of stand status; and
 - d. Pushing back aircraft where when needed.
3. Stand Clearance Resources: the Company will supply resources in line with the Company's Tactical Snow Plan.
4. Stand clearance status will be defined by the Company's Ramp Snow Coordinator using the RAG Status definitions for operable stands as defined in the Company's Tactical Snow Plan.
5. The Licensee (and airlines) will co-operate and assist with pushing back aircraft off stand as required by the Company to assist with stand clearance; this may include both facilitating pushback and brake riding responsibilities.

The processes outlined above may be required outside of normal hours of operation in order to accelerate the resumption of normal operations. The Company, Airlines and the Licensee will have contingency plans to extend normal operating hours to accelerate stand clearance.

It is understood that Licensees may require instruction from their contracted airlines for the following reasons:

- a) Only the airline can decide to incur the costs; and
- b) The contractual liabilities and health and safety elements must remain within the control of the contracted parties (airlines and handlers).

The Company 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 the Company in providing the response. This approach is consistent with the Company's obligations under its Civil Aviation Act 2012 licence resilience obligations.

AIRCRAFT DE-ICING

To achieve effective operations at Heathrow Airport during Winter Operations, the Aircraft De-icing Steering Group recommended that operational principles be agreed between HAL/AUC/AOC/Base Carriers and ground handlers (Aircraft De-icing Service Providers). The purpose of this Schedule is to ensure all parties understand their roles and responsibilities with regard to Aircraft Anti/De-icing, since cooperation between all parties is necessary to improve the effectiveness of Aircraft Anti/De-icing and to ensure the best possible outcome for Operators and passengers. This also reflects the following recommendation in the 'Begg Report':

Recommendation 2:

The Panel recommends that BAA work with airlines, NATS and other relevant stakeholders to review and invest in the aircraft de-icing processes and infrastructure to ensure the airport can maintain its flow rate in inclement weather. Consideration should be given to reviewing the slot procedure in conditions of freezing precipitation to support remote de-icing procedures

Principles of Collaboration

This Schedule outlines the principles that have been agreed between the Company and AUC/AOC/Aircraft De-icing Service Providers (including the Licensee)/Base Carriers in relation towards Aircraft Anti/De-icing during winter operations.

1. The Company will meet with Airlines and Licensees (Aircraft De-icing Service Providers (which includes the Licensee if engaged in Aircraft De-icing activities)) in accordance with the early warning indicator trigger points as defined in the Company's Snow Plan. The information will help all parties to forward plan.
2. Aircraft De-icing service providers will provide sufficient fluid storage capacity at LHR to maintain a minimum fluid stock level to facilitate four days operation without resupply. The stock level target quantity will be determined by calculating the service providers previous highest day consumption rate multiplied by four, this figure must be agreed with the Company and may be adjusted to account for changes in predicted customer demand (increase or loss of contracts).
3. Aircraft De-icing service providers will ensure robust processes are in place to monitor and manage fluid stock levels and fluid resupply to maintain the agreed minimum stock level.
4. Aircraft De-icing service providers will ensure that fluid storage vessels are compliant with the relevant regulations and are approved by the Company. Each Aircraft De-icing service provider will ensure their fluid is stored in compliant vessels (e.g. not road trailers etc.) at the Airport prior to the start of the winter season.

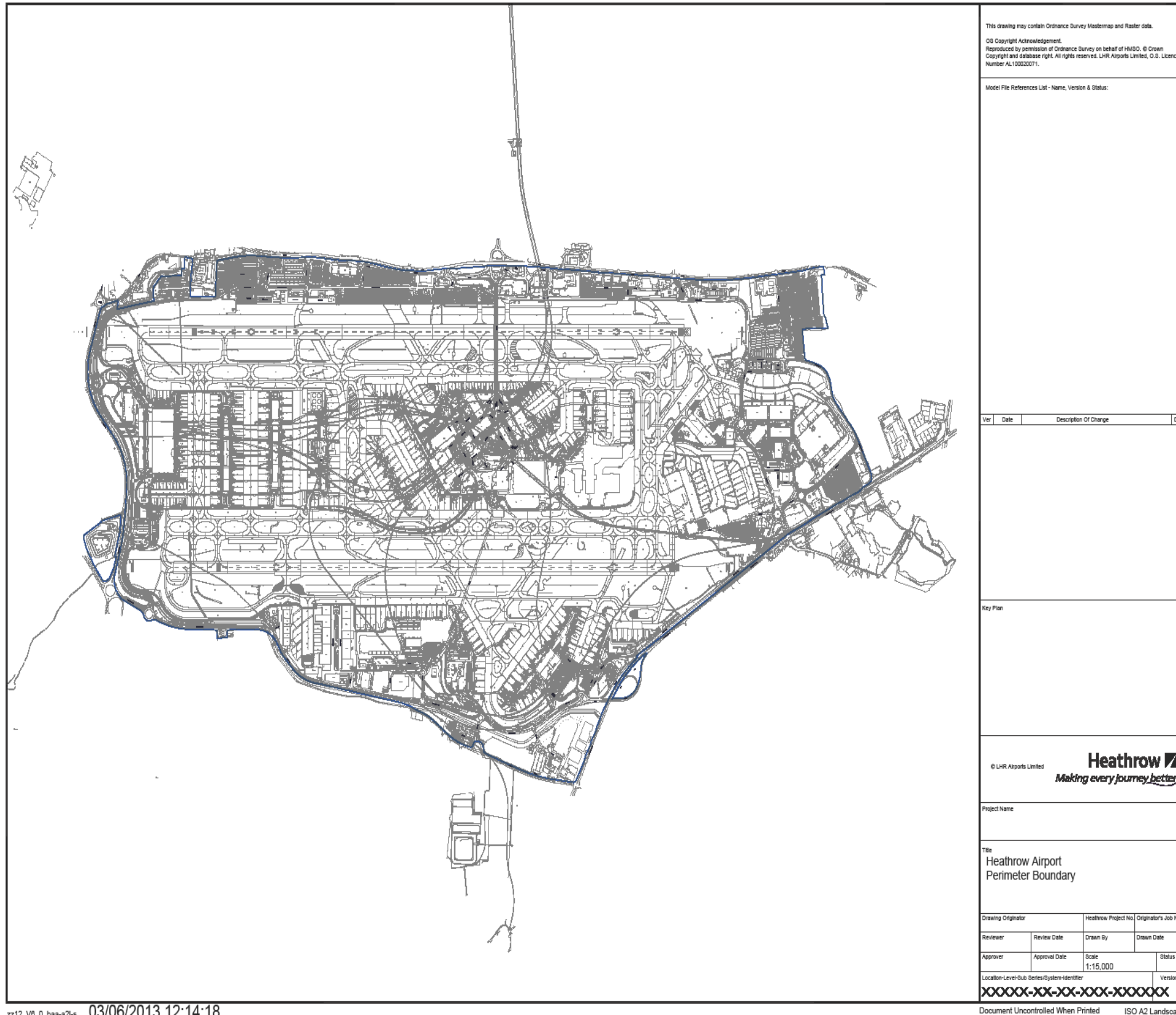
5. The Company will work with Aircraft De-icing Service Providers to identify suitable locations to site storage vessels.
6. The Company will provide additional storage vessels to facilitate a forward holding stock of fluid circa one million litres, the facilities will be strategically located across the airport. The facilities will be stocked with fluid of an appropriate standard for aircraft de-icing.
7. The Company will work with fluid suppliers to determine the type of fluid and the quantities of each fluid to be stored to achieve the greatest level of resilience.
8. The Company will work with fluid suppliers and Aircraft De-icing Service Providers to establish the logistics and embed the use of the forward holding tanks into the business as usual supply chain to facilitate fluid churn.
9. Aircraft De-icing Service Providers agree that in the event of difficulties (failure) with the normal fluid supply process they would use the available forward holding stock fluid (if offered) to enable continuation of operations even if the product was not their preferred product (given that the product would be to a relevant specification). The commercial arrangements would be between the fluid manufacturer/supplier and the service provider (not the Company).
10. The Company will work with airlines and Aircraft De-icing Service Providers to review the benefits of the types of product available and the processes deployed (e.g. one step or two step approach) to establish if it is possible to reduce the amount of time de-snowing/de-icing takes in snow events.
11. The Company will work with the airlines and their Aircraft De-icing Service Providers to review the potential to increase the use of the pan de-icing facilities available at Heathrow including provision of adequate facilities to enable engines running de-icing, to improve the flow of de-iced aircraft to the runways for departure.
12. Accurate data and situational awareness is critical to successful operations, Aircraft De-icing Service Providers will ensure they have access to A-CDM and trained people to use the system including the De-icing Module prior to the winter season (even if up-dating A-CDM is performed by others).
13. Airlines and Aircraft De-icing Service Providers will prioritise their de-icing operation in line with A-CDM Target of Blocks Times (TOBT) and Target Start Approval Time (TSAT).
14. Aircraft De-icing Service Providers will ensure accurate aircraft de-icing times are communicated to relevant parties in real time to allow accurate updates to A-CDM (TOBT) and thereby minimise occurrences of aircraft exceeding hold-over time.
15. All aircraft de-icing rigs must also be fitted with on board data loggers and location finders with visibility of the key data to the user, Air Traffic Service Provider and the Company.
16. Aircraft De-icing Service Providers will work to the principles agreed in the Heathrow Airport De/Anti-icing Code of Practice.

The processes outlined above may be required outside of normal hours of operation in order to accelerate the resumption of normal operations. The Company, Airlines and Licensees (who are

Aircraft De-icing Service Providers) should have contingency plans to extend normal operating hours to accelerate aircraft de-icing operations.

The Licensee agrees that the Company (or Company Group members) will not make any payments to Airlines or Aircraft De-icing Service Providers in respect of aircraft de-icing activities. The commercial agreements concerning these activities remain solely between the airlines, handlers and Aircraft De-icing Service Providers via their respective handling agreements. It is therefore understood that airlines, handlers and aircraft de-icing service providers will do their best to support the operation at the Airport at their own expense.

SCHEDULE 6 – BOUNDARY MAP



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Model File References List - Name, Version & Status:

Ver	Date	Description Of Change	Om

Key Plan



Project Name

Title
 Heathrow Airport
 Perimeter Boundary

Drawing Originator Heathrow Project No Originator's Job No.

Reviewer Review Date Drawn By Drawn Date

Approver Approval Date Scale Status

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SCHEDULE 7 – INCIDENT REPORT FORM

In accordance with Clause 4.5, the following information is required:

Date and Time	
Licensees' Business Unit	
Location	
Hazard Type	
Reported By	
Manager Informed	
Incident Details	
Initial Actions Taken	
Actions Taken Later	
Incident Status	

SCHEDULE 8 – LICENCEE CLASSIFICATION

1. For the purposes of administration and determining the frequency of Licence Audits and performance reviews, Licencees are classified in to the 4 categories listed below:

Licencee Category	Description	Applicable Licencee Activity (Details set out in Schedule 2)
1	Licencees involved in ramp based aircraft turnaround operations	3 & 5
2	Licencees involved in ramp based aircraft turnaround operations	4, 6, 7 & 11
3	Licencees providing a ground handling activity as defined in Schedule 2 but not involved in ramp based aircraft turnaround operations	1, 2, 8, 9 & 10
4	Licencees that require vehicle access airside only and not providing any ground handling activity as defined in Schedule 2	12

2. Frequency of planned Licence Audits and Performance Reviews

Licencee Category	Safety & Compliance Audits	Performance Reviews
1	Annual	Monthly
2	Bi-annual	6-monthly
3	Twice per Licence Period	Annually
4	Once per Licence Period	Ad-hoc when required

3. Licencees may be subject to additional audits should the Company require them.
4. All audits will be conducted in accordance with Clause 12.