

# Heathrow Airport Limited

## Conditions of Use including Airport Charges from 1 January ~~2015~~2016

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## HEATHROW AIRPORT CONDITIONS OF USE

This edition replaces the ~~31 July-October 2015~~2014 edition and is effective from 1 January ~~2015~~2016.

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## **1 These Conditions**

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

## **2 Information we require before you use our Facilities and Services**

- 2.1 Before using our Facilities and Services at the Airport for the first time or if you have not used the Airport in the previous 12 months you must give us:
  - (a) your name, address and contact details;
  - (b) evidence that you have obtained a slot or slots from ACL;
  - (c) evidence that you have a security programme that meets the requirements of our security arrangements and any relevant requirements of the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009);
  - (d) evidence that you have in place adequate (in our reasonable opinion) emergency procedures in connection with all potential threats to passengers, cargo and our Facilities and Services at the Airport at least to the standard required to comply with our Airport emergency procedures;
  - (e) the names, addresses, telephone numbers, facsimile numbers, email addresses and all other contact details of your key personnel (including the name of your nominated manager) that we can contact at any time about emergencies, security, operational or financial matters in connection with your use of our Facilities and Services at the Airport;
  - (f) evidence that you have in place adequate (in our reasonable opinion) arrangements to (i) facilitate passengers to contact you on a 24/7 basis and (ii) provide up-to-date information on your website;
  - (g) summary details of your ground handling arrangements for passengers and cargo;
  - (h) summary details of the contractual arrangements for the de-icing of your aircraft with an approved supplier;
  - (i) summary details of arrangements for the removal and/or recovery of stationary and/or disabled aircraft;
  - (j) details of the type, registration and MTOW of each aircraft which you intend to use at the Airport (see Schedule 3);

- (k) a completed Credit Application form (see Schedule 2);
  - (l) a completed Notification of Aircraft Details form (see Schedule 3) for all your General or Business Aviation and other non-regular public transport operations aircraft which are likely to be using our Facilities and Services at the Airport; and
  - (m) summary details of the insurances you have in place in relation to aircraft operated by you.
- 2.2 You must provide us with the details of any changes to the information described in condition 2.1 within 30 days of such change and if requested by us provide us with an up-date of any information described in condition 2.1. For the avoidance of doubt information you provide under this condition 2 must be received in full and may be verified by us before any adjustments are applied.

### **3 Provision of information in relation to charges**

- 3.1 This condition 3 applies where we require information from you for the purpose of calculating charges payable by you for your use of our Facilities and Services at the Airport.
- 3.2 If you use Facilities and Services that are subject to charges based on passenger numbers and aircraft movement under Schedule 5 of these Conditions, you must use your best endeavours to provide or make available to us at the end of each day on which you use those Facilities and Services the following:
- (a) the number of Embarking Passengers on your aircraft operating at the Airport on that day;
  - (b) the number of Disembarking Passengers who are Transfer Passengers or Transit Passengers from your aircraft operating at the Airport on that day; and
  - (c) any further information and/or disaggregation of passenger numbers we reasonably require to determine charges payable by you under Schedule 5 including the information listed in Schedule 1.
- 3.3 Within 24 hours of each use of our Facilities and Services you must provide the information required under condition 3.2 if you have not already done so unless there is a reasonable and unforeseeable reason for not providing the information in which case you must provide such information as soon as it becomes available.
- 3.4 If you have provided to us information under condition 3.2 and you detect an error in that information, then you must provide to us the correct information. You must, at the same time, provide to us an explanation of why the original information was incorrect. We will accept the later information as being correct unless we are not satisfied with the explanation provided to support the change.
- 3.5 You acknowledge that we will use the information you provide to us under conditions 3.2 and 3.3 for the purpose of calculating the charges payable by you for using our Facilities and Services at the Airport.

- 3.6 If you do not comply with conditions 3.2 and 3.3 in relation to the use of our Facilities and Services on a particular day, then you agree that we may charge you for use of our Facilities and Services on that day on the basis that each seat on the aircraft operated by you on that day was in fact occupied by a Passenger (other than a Transit Passenger or Transfer Passenger).
- 3.7 You acknowledge that we may verify from time to time information you have provided to us by any means including:
- (a) reference to data collected by the CAA and HM Revenue and Customs; and
  - (b) directly counting passengers embarking or disembarking aircraft operated by you.
- 3.8 You will use your best endeavours to assist us to identify the reason for any differences between the information provided by you under conditions 3.2 and 3.3 and the information collected by us under this condition 3.8.
- 3.9 If, after the end of a Season, we ask you to do so, you must give us certified statements from your then regularly-engaged independent auditors verifying, for the Season just expired, the accuracy of the information you have previously given to us under this condition 3. You must give us the certified statements within 90 days of the date of our request. Your independent auditors who give us the certified statements must be members of or affiliated with an internationally-recognised, independent accounting firm.
- 3.10 For the purposes of this condition 3, 'Season' means, in each year:
- (a) for the Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October;
  - (b) for the Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.
- 3.11 You must permit us (or our agents or accountants), on reasonable notice and at reasonable times, to audit, at our expense, your records and systems which relate to the information you must give us under this condition 3 or have given us under any previous conditions governing the relationship between you and us.
- 3.12 If:
- (a) the certified statements provided under condition 3.9 disclose any error in the information you have given us under conditions 3.2 and 3.3;
  - (b) an audit by us under condition 3.11 discloses any error in the information you have given us under conditions 3.2 and 3.3, or
  - (c) we agree that the information you have given us under conditions 3.2 and 3.3 was in error after we verify under condition 3.7,

we will invoice you for the difference between the charges actually paid to us and the charges which you should have paid to us but for the error (together with Higher

Interest accrued on such unpaid amount, calculated on a daily basis from the date when such amount should have been paid until the date of payment (both dates inclusive)). We will issue our invoice, and you must Pay it, in accordance with condition 7.

- 3.13 If the extent of the error is such that the charges payable to us under condition 3.12 in respect of a particular Season are more than five per cent (5%) of the charges actually paid to us for that Season, then you must reimburse us for the cost of our audit under condition 3.12.
- 3.14 We undertake to keep confidential any Confidential Information which we obtain under these Conditions, not to disclose such Confidential Information to any other person and not to use such Confidential Information, other than for the purposes set out in these Conditions.
- 3.15 Condition 3.14 shall not apply to the disclosure of Confidential Information if and to the extent:
- (a) required by law; or
  - (b) required by any competent regulatory authority, court, law enforcement agency or recognised stock exchange; or
  - (c) that such information is in the public domain other than through breach of condition 3.14,

provided that any Confidential Information shall only be disclosed pursuant to conditions 3.15(a) or 3.15(b) by us after notification to you to which the information relates if such notification is practicable in the circumstances.

- 3.16 You acknowledge and agree that we will use the flight information you provide to us under Schedule 1 of these Conditions for the purpose of keeping passengers informed of the status of Regular Public Transport Operations, Business and General Aviation using the Airport.

#### **4 Information generally**

- 4.1 Unless otherwise agreed with us in writing, any information which you are required to provide under these Conditions must be supplied in electronic format. To find out how to give us this information, see Schedule 4.
- 4.2 You must let us know as soon as practicable if there is any material change to the information you have given us which includes a change that impacts on the application, processing or recovery of charges or impacts on the operation of the Airport.
- 4.3 You must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between your Departure Control Systems (DCS) and us and:
- (a) take all reasonable steps to ensure that accurate data is contained within your central systems (including any websites) and the DCS at all times;

- (b) ensure that in the event of flight cancellation, your DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to ACL as soon as reasonably possible after the cancellation is identified; and
  - (c) where you make any change to or replacement of your DCS that has a risk of impacting the wider airport community, you must notify us and the Heathrow Airline Operators Committee in advance.
- 4.4 If you ask us, in writing, and subject to any express or implied confidentiality arrangements we may have with third parties (including the HM Government) or other need for confidentiality, we will give you details of:
- (a) our Airport Security Programme and other security arrangements that may apply from time to time;
  - (b) Airport emergency procedures;
  - (c) Airport insurance policies; and
  - (d) which of our Facilities and Services at the Airport are available for you to use.
- 4.5 We may charge reasonable costs for the supply of copies of the documents, policies, manuals and publications and for multiple copies of any other publications or information requested by you under these Conditions.
- 4.6 On an annual basis, we will send you an All Up Weight Return in respect of the aircraft which you operate at the Airport for the purposes of determining the charges to be paid according to Schedule 5. You are required to complete such return and send this to us within 28 days of receipt. It is your responsibility to notify us of any changes to the configuration of your aircraft when they occur. If you do not submit this return by the date required and we have not previously been provided an All Up Weight Return in respect of an aircraft you operate at the Airport, (without prejudice to our other rights) we reserve the right to calculate charges on the basis that the aircraft was classified in the Chapter 3 High Noise Category.
- 4.7 When exchanging data we expect you to take reasonable action to protect the privacy of any data we pass to you which we have stated is to be kept private.

## **5 Using our Facilities and Services**

- 5.1 When using our Facilities and Services at the Airport you must comply with:
- (a) all Legislation;
  - (b) our Aerodrome Manual;
  - (c) our Airport Security Programme;
  - (d) these Conditions;

- (e) all payment requirements;
  - (f) all obligations required of aircraft operators at the Airport as detailed within current and revised Operational Safety Instructions (OSIs);
  - (g) other conditions, instructions, orders and directions necessary for the day to day operation of the Airport;
  - (h) any local rules or guidelines made by the Heathrow Co-ordination Committee;
  - (i) local flying restrictions and remarks as published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP);
  - (j) approved rules of conduct;
  - (k) industry codes of practice which aim at reducing the environmental impacts of aircraft ground operations, aircraft arrivals and aircraft departures; and
  - (l) directions on security from the Department for Transport.
- 5.2 In the interests of passenger welfare when using our Facilities and Services at the Airport you agree to use your best endeavours to comply with the Airline Welfare Protocol.
- 5.3 You must not do anything which puts us in breach of any Legislation, and you must reasonably co-operate with us in our provision of the Facilities and Services (including complying with our reasonable directions arising out of the use of our Facilities and Services).
- 5.4 You accept that:
- (a) you must not operate to or from the Airport without first obtaining a slot from ACL or ACL's agent for the relevant period of operation;
  - (b) access to our Facilities and Services is subject to the demands of other users of the Airport and other external events or circumstances such as adverse weather or environmental conditions, industrial action or security threats; and
  - (c) use of the Airport is constrained by Legislation including that dealing with slot allocation and curfews.
- 5.5 You agree that if in our opinion you regularly or intentionally fail to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond your control, then having first given you an opportunity to make representations, we may adopt such measures as we deem appropriate to ensure that you adhere to your allocated slots. Such measures may include fining by ACL (under the Slot Sanctions Scheme - <http://www.acluk.org/slotSanctions.aspx>). We may prohibit you or certain of your services from the Airport for a fixed period of time and ACL may apply a financial sanction under the Misuse of Slots Enforcement Code (see [www.acl-uk.org](http://www.acl-uk.org) for details).
- 5.6 If you operate General or Business Aviation or whole plane cargo services at the Airport without our prior permission during periods of peak congestion (as have been



notified by National Air Traffic Services in the United Kingdom AIP or a subsequent supplement, for the Airport) you may be prohibited by us from operating during such periods of peak congestion for a period that is proportionate to your use of the Airport in the previous 12 months, unless the aircraft was required to land at the Airport because of an emergency.

- 5.7 If in our opinion you fail to comply with any of the requirements for operation contained in paragraph 1(f) or 1(g) of the AD 2.20 Local traffic Regulations section UK AIP, for reasons which are not beyond your control, then having first given you an opportunity to make representations, we may adopt such measures as we deem appropriate. Such measures may include prohibiting you or certain of your services from the Airport for a fixed period of time.
- 5.8 You agree to use and promptly up-date your flight schedules through a direct interface to ACL's Score System or the associated web based online coordination system.
- 5.9 At the Airport all third party ground handlers and airline self-handlers are issued with a licence to operate and the licence contains mandatory performance standards to which the licence holder must adhere. At the Airport there is a ground handling change approval process to which all ground handlers must adhere. Airlines and handlers need to allow sufficient time prior to the proposed operational start date at the Airport to allow for the full approval process to be accommodated. Further information on ground handling licences and the change approval process is available from us. You agree to procure that any ground handler which provides services to you at the Airport shall (in the performance of such services) obtain and comply with the terms of the ground operations licence (and the minimum standards of performance and rules of conduct contained therein) issued by the Airport from time to time.
- 5.10 You should note that if your aircraft departures infringe noise thresholds or if you fail to operate your aircraft in accordance with Airport Noise Preferential Routes (NPR's) both measured by the noise and track monitoring system operated by us you may be subject to the payment of noise supplements promulgated in directions published by us.
- 5.11 You agree that ~~after 1 April 2015~~ you will only operate aircraft at the Airport which are RNAV 1 compliant.
- 5.12 You agree, subject to requirements under Legislation, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to your aircraft. This condition 5.12 shall not be interpreted to limit your discretion to require such items to be stored in the baggage hold of an aircraft.
- 5.13 You agree to implement procedures and policies which facilitate the prioritisation of time sensitive Transfer Passenger baggage at the Airport.
- 5.14 You agree to take reasonable steps to inform us in advance of IT systems or IT infrastructure changes within your organisation which you judge will have an impact on our operational IT systems.

## **6 Common Facilities**

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

## **7 Charges and payment**

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

- 7.6 If we cannot satisfy ourselves about your financial standing or you do not adhere to the payment terms, then we may ask you to supply us with a cash deposit or an unconditional bank guarantee in a form reasonably acceptable to us. This deposit or bank guarantee may be for an amount equal to our reasonable estimate of the airport charges you are likely to incur over a 3 month period.
- 7.7 If you fail to adhere to the payment terms on more than one occasion or your deposit/guarantee is exhausted then we may require you to Pay your charges weekly in advance.
- 7.8 If you fail to comply with the Airline Welfare Protocol and due to that default we (after making reasonable attempts to contact you) provide assistance to your Passengers directly, all costs (internal and external) reasonably incurred by us shall be fully rechargeable to you and shall be payable by you on demand.

## **8 Varying charges**

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

## **9 Payment default**

- 9.1 All sums due which are not paid on the due date shall bear Interest, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 9.2 Under the Civil Aviation Act 1982, we have the power to detain aircraft where default is made in the payment of airport charges. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the operator at the time the detention begins.
- 9.3 You shall not without our express written consent be entitled in respect of any claim you may have against us or otherwise to make any set off against or deduction from the charges provided for in these Conditions. You must pay such charges in full pending resolution of any such claim.
- 9.4 Subject to condition 9.3, any queries relating to invoices should be logged with the [BAA-Heathrow](#) Business Support Centre within 30 days of the invoice date. Contact numbers for the [BAA-Heathrow](#) Business Support Centre are shown in Schedule 4 and on our invoices and statements.

## **10 If you do not comply with these Conditions**

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

## **11 Moving aircraft**

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

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

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

11.2 If you do not comply with the order referred to in condition 11.1 within the specified time, you will be liable to a special charge, equivalent to eight times the standard parking charges set out in Schedule 5 ignoring any applicable free periods, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired. As a measure of last resort, we may move or remove the aircraft in accordance with the procedures at Schedule 6 and:

- (a) you must Pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and
- (b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with the order referred to in condition 11.1.

## **12 Services we do not provide**

We do not provide:

- (a) border control services;
- (b) en-route services;
- (c) meteorological services;
- (d) quarantine waste disposal; or
- (e) apron and ground handling services other than:
  - (i) aircraft marshalling;
  - (ii) remote coaching;
  - (iii) concierge services;
  - (iv) Royal/VIP Suites;
  - (v) storage/management of ULDs (i.e. stillage); and
  - (vi) provision of office space.

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

## **13 Liability and Insurance**

13.1 For the purposes of this condition, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for

negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.

13.2 Subject to condition 13.3, to the extent permitted by law neither we nor our employees, servants, agents or Affiliates shall have any liability to you or be obliged to indemnify you in respect of:

- a) indirect loss;
- b) consequential losses;
- c) loss of profits;
- d) loss of revenue;
- e) loss of goodwill;
- f) loss of opportunity;
- g) loss of business;
- h) increased costs or expenses;
- i) wasted expenditure; or
- j) any other injury, loss, damage, claim, cost or expense

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

13.3 Nothing in this condition 13 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of us, our employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from our or our employees, servants, agents or Affiliates' act or omission done either with intent to cause damage or recklessly and with knowledge that damage would probably result.

13.4 You agree to hold current and adequate insurance at all times when you use our Facilities and Service at the Airport to cover any and all liability excluded or limited under this condition 13. Nothing in this condition 13.4 shall preclude you from fulfilling your insurance obligations through self-insurance.

13.5 Without prejudice to the generality of condition 13.4, you agree to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at the Airport by you at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as amended, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.

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

## 14 Disputes

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

- (a) you must write to us, by email, within 30 days of the matter arising;
- (b) in your email you must provide, at minimum, the following information in order for us to accept a dispute:
  - i. The invoice number
  - ii. The total amount of the invoice
  - iii. The total amount of the invoice in dispute
  - iv. The specific reasons for the dispute
  - v. Supporting evidence
- (c) we will deal with 95 per cent of all disputes within 25 working days of receipt of a valid email raising the invoice dispute

All emails raising disputes should be submitted to:

**BSC-Disputes-Management@[baaheathrow.com](mailto:baaheathrow.com)**

If a dispute concerning an invoice is not resolved within 25 working days of receipt of all required information, the dispute should be submitted to:

**[airline\\_relations@baaheathrow.com](mailto:airline_relations@baaheathrow.com)**

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

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

All emails raising disputes should be submitted to:

**airline\_relations@[heathrowbaa.com](mailto:heathrowbaa.com)**

14.3 If the information required in conditions 14.1(b) or 14.2(a) is incomplete, you will be made aware that your dispute has not been accepted and the dispute will be treated with the same processes as any other undisputed unpaid invoice or undisputed matter.

## 15 Entire agreement and waiver

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

- (a) constitute the entire agreement between the parties as to their subject matter; and

- (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and, without prejudice to the generality of the foregoing, exclude any prior condition, warranty, indemnity, commitment, representation imposed, given or made by a party, or other undertaking implied at law or by custom, usage or course of dealing, other than as expressly set out in these Conditions.
- 15.2 You have not relied upon any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in these Conditions.
- 15.3 Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, and subject to condition 13, the only rights or remedies you have in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in relation to these Conditions are pursuant to these Conditions.
- 15.4 If we do not exercise, or if we delay in exercising, a right, power or remedy provided by these Conditions or by law, this shall not constitute a waiver of that right, power or remedy. If we waive a breach of any of these Conditions this shall not operate as a waiver of a subsequent breach of that condition or as a waiver of a breach of any other condition.

## **16 Notices and jurisdiction**

- 16.1 Where you are resident outside of England and Wales, you shall provide us with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on your behalf. A notification of an agent under this condition shall be irrevocable unless replaced by another agent resident in England and Wales and notified to us in writing. You will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.
- 16.2 We shall communicate with you with respect to these Conditions in writing and send communications to the address in England and Wales provided under condition 16.1, or to your registered office where you are resident in England and Wales, by pre-paid first class post or registered mail or facsimile transmission or email. Any notice shall be deemed to have been served:
  - (a) if delivered by hand, at the time and date of delivery;
  - (b) if sent by first class post, 48 hours from the date of posting;
  - (c) if sent by registered mail, on such date as evidenced by postal receipt;
  - (d) if sent by e-mail, if the e-mail is sent on a Business Day before 14:30, on that day; or in any other case, on the next Business Day after the day on which it was sent.
- 16.3 Nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.
- 16.4 Whatever your nationality or domicile, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and Wales and shall in all respects be construed and interpreted in accordance with the law of England



and Wales and you and we hereby submit to the exclusive jurisdiction of the Courts of England and Wales to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).

## **17 Meaning of words and interpretation**

17.1 In these Conditions the following words shall mean:

**ACL** means Airport Coordination Limited.

**Aerodrome Manual** means our manual, required under the Civil Aviation Act 1982 and the Air Navigation Order 2009 (as amended) and our Aerodrome Licence, about operating aircraft and facilities at the Airport, as amended from time to time.

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

**All Up Weight Return** means the return described in condition 4.6.

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

**Airport** means Heathrow Airport, the aerodrome 12 NM west of London (Charing Cross) and includes the area inside the boundary on the plan in Schedule 9.

**Airline Welfare Protocol** means the rules of conduct set out in Schedule 8 which confirms our expectations of the assistance and welfare that airlines using the Airport will provide to their passengers during times of disruption, as amended from time to time.

**Air Operator's Certificate** means the certificate of that name issued under Part 2 of the Air Navigation Order 2009 (as amended).

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

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

**CAA** means the Civil Aviation Authority of the United Kingdom.

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



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

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

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

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

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

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

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

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

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

- (a) any traffic engaged on the Queen's flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad;
- (b) non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10; or
- (c) Regular Public Transport Operations.

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

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

**Higher Interest** means Interest plus 2%.

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

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

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

**Maximum Take Off Weight or MTOW** is the maximum take off mass associated with the Certificated Noise Levels of the aircraft and will be contained within the noise certification documentation for the aircraft (Item9).

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

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

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

**Passenger Terminal Area** means stand numbers 101 to 596 inclusive.

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

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

**Positive Boarding** means our positive boarding programme which aims to streamline the passenger journey through the Airport and provide you with improved passenger boarding information.

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

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

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

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

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

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

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

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

## **SCHEDULE 1 - Information Requirements**

### **1. Data requirements**

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

- (a) the number of all Embarking Passengers (including children and Infants) on your aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
- (b) the number of all Disembarking Passengers (including children and Infants) on your aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
- (c) the total number of Passengers, Transfer Passengers and Transit Passengers (including children and Infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport;
- (d) fleet details including the MTOW in respect of each aircraft owned or operated by you;
- (e) details of the Engine NOx Emissions and engine specifications in respect of each aircraft owned or operated by you;
- (f) details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by you;
- (g) your name and postal address, email address, phone and fax numbers, IATA/ICAO prefix and SITA address;
- (h) aircraft registration (including aircraft substitutions);
- (i) variations to schedule (including flight number, aircraft type, route and scheduled time of operation);
- (j) estimated times of operation;
- (k) scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 hours;
- (l) stand departure delays greater than 15 minutes;
- (m) flight plan call signs;
- (n) turnaround linked flight numbers and registrations (including changes); and
- (o) an Estimated Departure (ED) time to an accuracy of +/- 5 minutes.

1.2 The following data is also required:

- (a) advance passenger details – forward booking information;
- (b) baggage information messages (BIM’s): BSM, BPM, BUM, BNS, BCM;
- (c) automated message confirming loading of baggage at its point of reconciliation;
- (d) misconnected baggage information – MSF world tracer report; and
- (e) delay codes in accordance with IATA AHM 730.

1.3 The following standard IATA messages should be used:

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

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

Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	730
Form of INTERLINE BAGGAGE TAG	IATA RES	740

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

Address LHRBAYA	MVT, LDM, SLS, DIV, ASM
Address LHRT7X	PTM, MSE, PSM and forward booking information
SITA MDS (Message Distribution Service)	all Baggage Information Messages (BIM’s)

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

## 2 Airport – Collaborative Decision Making (A-CDM)

2.1 A-CDM at the Airport is a joint initiative between aircraft operators, ground handlers, NATS and HAL. The key aim of the project - which is supported by EUROCONTROL - is to facilitate the sharing of operational data to allow better informed decisions to be made. In particular,

it aims to optimise the turn round process to ensure the best possible coordination of resources.

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

## SCHEDULE 2 - Credit Application

### Applicant

Trading name: \_\_\_\_\_

Business address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Registered Company Number: \_\_\_\_\_

Type of business: \_\_\_\_\_ Years trading: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Contact person: \_\_\_\_\_ Telephone: \_\_\_\_\_

### If a sole trader

Full name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Residential address: \_\_\_\_\_

### If a partnership

Full names of all partners

Address

Date of Birth

### If a limited partnership

Name of partnership: \_\_\_\_\_

Registered Partnership Number: \_\_\_\_\_ Date of Registration: \_\_\_\_\_

Residential office address: \_\_\_\_\_

Full names of all directors

Address

Date of Birth

Trade references (minimum of 3 trading accounts)

Name Telephone

Credit limit required £ \_\_\_\_\_

## DATA PROTECTION ACT ACKNOWLEDGMENT AND CONSENTS

### 1. Acknowledgment

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

### 2. Consent

I/we consent:

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

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

Signature  
Printed name  
Position  
Date



### SCHEDULE 3 - Notification of Aircraft Details

Aircraft Registration: \_\_\_\_\_

Aircraft Type: \_\_\_\_\_

Certificate of Registration Holder:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

Owner: (if different to C of R holder)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

Airline:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

Effective Dates of Operation:

From: \_\_\_\_\_

To: \_\_\_\_\_

Certified Noise Levels (EPNdB):

Flyover \_\_\_\_\_

Lateral \_\_\_\_\_

Approach \_\_\_\_\_

Certified Maximum Take Off Weight (tonnes): \_\_\_\_\_

Engine Specification: \_\_\_\_\_

Number of Engines: \_\_\_\_\_

Percentage compliance CAEP Emission Standard

CAEP 4: \_\_\_\_\_

CAEP 6: \_\_\_\_\_

Signature of person completing the form

\_\_\_\_\_

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

## SCHEDULE 4 - Contact information

### Email

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

The relevant email addresses for communications are as follows:

#### General matters

| bsc\_reg\_accounts@~~heathrow~~baa.com

#### Payment and delivery information or questions

| bsc-traffic\_charges@~~baa~~heathrow.com

#### Disputes

| BSC-disputes-management@~~baa~~heathrow.com

#### Remittances

| remittances@~~baa~~heathrow.com

### Telephone

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

+44 (0)141 585 6000

### Post

Our address for service of notices is as follows:

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

Attention: Commercial Director

The above address is also HAL's registered office.

**SCHEDULE 5 - Charges effective from 1 January ~~2015~~2016**

**1. Landing Charges**

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

**1.1 Noise Charges**

Noise Charging Categories						
Helicopters	<del>£1,406.00</del> £1,392.00					
Fixed wing aircraft not exceeding 16 metric tonnes	<del>£2,934.05</del> £2,959.28					
	Chapter 2	Chapter 3 High	Chapter 3 Base	Chapter 4 High	Chapter 4 Base	Chapter 4 Minus
Fixed wing aircraft exceeding 16 metric tonnes – outside Night Period	<del>£8,802.15</del> £8,877.84	<del>£8,802.15</del> £8,877.84	<del>£2,934.05</del> £2,959.28	<del>£1,745.05</del> £1,760.77	<del>£1,430.35</del> £1,442.65	<del>£836.20</del> £843.39
Fixed wing aircraft exceeding 16 metric tonnes – Night Period	<del>£22,005.38</del> £22,194.60	<del>£22,005.38</del> £22,194.60	<del>£7,335.13</del> £7,398.20	<del>£4,364.40</del> £4,401.93	<del>£3,575.88</del> £3,606.63	<del>£2,090.50</del> £2,108.48

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

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

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

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

## 1.2 Emissions Charges

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

Emissions charge per kg of NOx	<del>£8.57</del> <u>£8.15</u>
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## 1.3 Air Navigation Charges (ANS)

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

Charge per Landing	<del>£80.53</del> <u>£81.66</u> plus
Charge per metric tonne	<del>£1.08</del> <u>£1.11</u>

## 2. **Departing Passenger Charges**

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

European Destinations	<del>£29.59</del> <u>£29.30</u>
Other Destinations	<del>£41.54</del> <u>£41.14</u>

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

European Destinations	<del>£22.19</del> <u>£21.96</u>
Other Destinations	<del>£31.16</del> <u>£30.84</u>

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

2.3 Remote stand rebate per Passenger is:	<del>£5.15</del> <u>£5.10</u>
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The remote stand rebate applies per Passenger for scheduled flights arriving or departing from a stand which has been designated as remote by us. Such rebate will not apply to the extent that it reduces the charges on departing Passengers to below the level of the relevant minimum charge on departure.

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

Minimum charge for departure is:	<del>£1,406.00</del> <u>£1,392.00</u>
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### **3. Parking Charges**

3.1 The following charges for parking aircraft at the Airport:

3.1.1 Wide Bodied Aircraft

3.1.1.1 There is no charge for the first 90 minutes

3.1.1.2 Charge per 15 minutes or part thereof after the free period is:

~~£51.26~~£52.30

3.1.2 Narrow Bodied Aircraft

3.1.2.1 There is no charge for the first 30 minutes

3.1.2.2 Charge per 15 minutes or part thereof after the free period is:

~~£21.36~~£21.79

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

3.2 Parking is free between the hours of 2200 and 0559 UTC (GMT) from 1 April to 31 March.

3.3 Parking on a stand within the Passenger Terminal Area is restricted to a maximum of 24 hours. You shall, if requested by us, remove your aircraft from the Passenger Terminal Area after an accumulated 24 hours, irrespective of any repositioning within the Passenger Terminal Area. Failure to do so will render you liable to a special charge, equivalent to eight times the standard parking charges ignoring any applicable free periods set out in this Schedule 5, for every 15 minutes or part thereof during which the aircraft occupies a stand within the Passenger Terminal Area after the accumulated 24 hours until it departs from the Airport.

3.4 Parking charges will be applied from Chocks On to Chocks Off.

3.5 In this paragraph 3 (Parking Charges):

3.5.1 Wide Bodied Aircraft shall include aircraft with the following classifications 332, 333, 343, 346, 358, 359, 351, 388, 744, 763, 764, 772, 74Y, 76B, 77A, 77W, 788, 789; and

3.5.2 Narrow Bodied Aircraft shall include aircraft with the following classifications 100, 318, 319, 320, 321, 733, 738, 73G, AT5, AT7, CR7, E90, E95, ER3, ER4, F70, M81, 75W, 752.

### **4. Policing**

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

### **5. Tariffs General Notice**

At the Airport the relevant charges for electricity, fixed electrical ground power, water and sewerage, low temperature hot water, domestic hot water, chilled water, gas, staff ID cards and vehicle apron passes, staff car parking, baggage, check-in desks and common use self

service (CUSS), airside licences, airport waste services, pre conditioned air, IT services and passengers with reduced mobility as set out in the most recent Tariffs General Notice are payable.

See for example:

[http://www.heathrow.com/file\\_source/Company/Static/PDF/Partnersandsuppliers/GeneralNotice0314-Tariffs-with\\_effect-from-1\\_Jan2015.pdf](http://www.heathrow.com/file_source/Company/Static/PDF/Partnersandsuppliers/GeneralNotice0314-Tariffs-with_effect-from-1_Jan2015.pdf)

[http://www.heathrowairport.com/static/HeathrowAboutUs/Downloads/PDF/General\\_Notice\\_0114\\_Tariffs\\_with\\_effect\\_from\\_1June2014\\_to\\_31\\_December%202014.pdf](http://www.heathrowairport.com/static/HeathrowAboutUs/Downloads/PDF/General_Notice_0114_Tariffs_with_effect_from_1June2014_to_31_December%202014.pdf)

## **6. Rebates**

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

## **SCHEDULE 6 - Procedure for moving/removing Aircraft by HAL**

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

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

## **SCHEDULE 7 - Relevant Industry Bodies**

Industry bodies referred to in this document include:

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

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



## **SCHEDULE 8 - Passenger Welfare Protocol**

### **Rules of Conduct**

#### **SUMMARY**

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

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

Airlines are still required to meet their obligations under EC261 /2004.

#### **1.0 COMMUNICATION**

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

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

1.03 Airlines will provide a representative to participate in the Heathrow Communication and Stakeholder Call.

1.04 Airlines that have websites will, in the event of a potential or actual disruption:

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

(b) provide sufficient website resilience

1.05 Airlines will confirm the cancellation or reinstatement of a flight with Airport Co-ordination Limited (ACL) within 30 minutes of the cancellation or reinstatement decision.

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

1.07 Airlines shall ensure passenger rights leaflets are provided to passengers who are at the airport at all ticket, check-in and information desks.

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

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## 2.0 PROVISIONS

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

- (a) for short haul flights where the flight is delayed by 2 hours or more
- (b) for long haul flights, where the flight is delayed by 4 hours or more

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

2.03 Airlines where possible should encourage passengers to return home.

2.04 Airlines shall provide passengers with transfers and hotel accommodation without charge for overnight delays.

2.05 Airlines shall provide an Informed Representative at the airport to deploy welfare response with the aim of prioritising Vulnerable Passengers.

## 3.0 PROCESS FACILITATION AND RESOURCE DEPLOYMENT

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3.01 Airlines representatives shall man desks at the airport to support passenger re-booking throughout the period of disruption.

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

## 4.0 DEFINITIONS

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

**Airlines** mean the operators of aircraft using Heathrow Airport;

**Heathrow Communication and Stakeholder Call** means the regular airline stakeholder telephone conference calls scheduled by HADACAB during disruptions; (**Heathrow ATM Demand And Capacity Balancing**)

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

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

**Vulnerable Passengers** means passengers with disabilities, elderly passengers, unaccompanied minors and families with young children;

**Website** means main airline website and any associated websites such as on line booking facilities; and

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

**SCHEDULE 9 - Airport Plan**

