Finance and Corporate Services
Information Management

28 September 2012
FOIA reference: F0001398

Dear XXXX

I am writing in respect of your recent application of 11 September 2012, for the release of information held by the Civil Aviation Authority (CAA).

Your request:

> *"Does the Civil Aviation Authority (CAA) hold any current or past copies, of agreements or contracts between Heathrow Airport Licensed Taxis Limited and BAA or Heathrow Airport Limited (HAL)? If so, I would like copies".*

Our response:

In assessing your request in line with the provisions of the Freedom of Information Act 2000 (FOIA), we are pleased to be able to provide the information below.

The CAA holds only one contract between HALT and HAL. This contract can be found attached as requested.

If you are not satisfied with how we have dealt with your request in the first instance you should approach the CAA in writing at:-

Mark Stevens
External Response Manager
Civil Aviation Authority
Aviation House
Gatwick Airport South
West Sussex
RH6 0YR

mark.stevens@caa.co.uk

The CAA has a formal internal review process for dealing with appeals or complaints in connection with Freedom of Information requests. The key steps in this process are set in the attachment.

Should you remain dissatisfied with the outcome you have a right under Section 50 of the Freedom of Information Act to appeal against the decision by contacting the Information Commissioner at:-

Information Commissioner's Office
FOI/EIR Complaints Resolution
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.gov.uk/complaints.aspx

Should you wish to make further Freedom of Information requests, please use the e-form at http://www.caa.co.uk/foi.

Yours sincerely

Rick Chatfield
Information Rights and Enquiries Officer

CAA INTERNAL REVIEW & COMPLAINTS PROCEDURE

- The original case to which the appeal or complaint relates is identified and the case file is made available;
- The appeal or complaint is allocated to an Appeal Manager, the appeal is acknowledged and the details of the Appeal Manager are provided to the applicant;
- The Appeal Manager reviews the case to understand the nature of the appeal or complaint, reviews the actions and decisions taken in connection with the original case and takes account of any new information that may have been received. This will typically require contact with those persons involved in the original case and consultation with the CAA Legal Department;
- The Appeal Manager concludes the review and, after consultation with those involved with the case, and with the CAA Legal Department, agrees on the course of action to be taken;
- The Appeal Manager prepares the necessary response and collates any information to be provided to the applicant;
- The response and any necessary information is sent to the applicant, together with information about further rights of appeal to the Information Commissioners Office, including full contact details.

Dated 16th March 2006

Heathrow Airport Limited

- and -

Heathrow Airport Licensed Taxis Limited

Taxi Support Services Agreement

Edwin S. Biber
Solicitor
BAA plc Legal Department
130 Wilton Road
London
SW1V 1LQ
Ref: HAL.673 WP 2438 NJ v2

THIS AGREEMENT is made the 16th day of MARCH 2006

BETWEEN

(1) **Heathrow Airport Limited** whose registered office is at 130 Wilton Road, London SW1V ILQ (Co. Regn. No. 01991017) (**"HAL"**); and

(2) **Heathrow Airport Licensed Taxis Limited** a Registered Society (Registration No. IP27673R) whose registered office is at Taxi Feeder Park, Newall Road, Northside, Heathrow Airport, Middlesex TW6 2DL, UK (**"HALT"**)

WHEREAS

HALT wishes to carry out taxi support services at the Airport and HALT hereby agrees to provide such services on the terms of this Agreement.

OPERATIVE PROVISIONS

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and phrases used in this Agreement shall have the following meanings:-

"Administration Fee" means 2.5% of HALT's Levy or such other amount of HALT's Levy as is reasonably charged by HAL from time to time as a handling fee for collecting HALT's Levy for and on behalf of HALT;

"Agreement" means this agreement including the Schedules to it;

"Airport" means Heathrow Airport - London;

"business day" means a day (other than a Saturday or Sunday or bank holiday in England and Wales) on which banks are open for business in the City of London;

"Commencement Date" means 1 July 2003;

"HAL Representative" means such employee of HAL as shall be notified to HALT from time to time (Reference: Taxi Management at Heathrow);

"Desks" means the taxi information desks provided to HALT (pursuant to separate agreements) in each terminal at the Airport;

"Feeder Charge" means the charge (including HALT's Levy) made by HAL from time to time to drivers of Taxis upon each visit to the Feeder Park;

"Feeder Park" means the holding area at the Airport for Taxis;

"Group" means HAL, any holding company of HAL and any subsidiaries of HAL or of any such holding company;

"Group Company" means any member of the Group;

"holding company" and **"subsidiary"** have the same meanings as are respectively attributed to them by Section 736 of Companies Act 1985;

"Services" means the services to be provided by HALT to the Taxis as described in clause 4 and the First Schedule and any further services requested in writing from time to time by HAL to be provided by HALT;

"HALT's Levy" means the amount as agreed by HAL from time to time to be paid by each driver of a Taxi in return for the Services less the Administration Fee;

"Taxi" means a hackney carriage licensed under section 6 of the Metropolitan Public Carriage Act 1869 (as amended) plying for hire or wishing to ply for hire at the Airport;

"Term" means the period of this Agreement as described in clause 3;

1.2 The headings to the clauses and Schedules of this Agreement are inserted for convenience only and shall not contribute to or affect the meaning of the said clauses and Schedules.

1.3 References to clauses and Schedules in this Agreement are, unless expressly stated otherwise, references to clauses and the Schedules in this Agreement.

2. APPOINTMENT OF HALT

HAL appoints HALT and HALT agrees to provide the Services in the manner set out in this Agreement.

3. TERM

This Agreement shall commence on the Commencement Date and shall continue for five years unless terminated earlier in accordance with clause 14 of this Agreement.

4. HALT'S OBLIGATIONS

4.1 HALT shall provide the Services and shall use all reasonable skill, care and diligence and act in accordance with this Agreement in doing so.

4.2 HALT shall not make and shall procure that no other person makes any representations or warranties or guarantees concerning or on behalf of HAL unless authorised by HAL.

4.3 The Services shall conform to the highest standards applicable to the nature and kind of work they may encompass and in particular but without limitation HALT shall use its best endeavours to reach the performance standards notified to it from time to time by HAL.

4.4 HALT shall comply with the requirements of the First Schedule.

4.5 HALT shall meet with the HAL Representative from time to time at the request of HAL.

5. HAL'S OBLIGATIONS

HAL shall:-

5.1 collect or shall procure that the Feeder Charge is collected at the Feeder Park;

5.2 collect or procure the collection of HALT's Levy for and on behalf of HALT and shall forward HALT's Levy to HALT in accordance with Clause 6.1;

5.3 provide to HALT on a non-exclusive basis for such period as it is able and pursuant to such terms as it decides in its sole discretion should be applicable some space or part thereof at the Feeder Park for office use/purposes of HALT (**"Feeder Office"**). For the avoidance of doubt no rights of possession or other rights of occupation are given hereby or shall be deemed to be given pursuant to this Agreement or otherwise in respect of the Feeder Office.

6. HALT'S LEVY/THE ADMINISTRATION FEE

6.1 HAL shall, subject to the proviso in clause 5.2, forward HALT's Levy to HALT on a monthly basis in arrears.

6.2 The Administration Fee is stated exclusive of Value Added Tax which, if applicable, shall be charged at the applicable rate from time to time.

6.3 All payments to be made pursuant to this Agreement shall be in pounds sterling.

6.4 HALT shall, if and whenever requested by HAL, provide to HAL's accountants and auditors such access to HALT's records relating to all activities undertaken for HAL including without limitation evidence as to any costs of HALT under or in connection with this Agreement as HAL shall require and HALT shall maintain detailed financial records of all matters concerned and/or in connection with this Agreement.

6.5 Where the performance of this Agreement coincides with the introduction of the European Monetary Union and the euro, this Agreement will be valid in accordance with its terms.

6.6 Unless otherwise expressly agreed between the parties, and subject to the proviso in clause 5.2, HALT's Levy shall constitute HAL's entire payment liability to HALT under this Agreement and HALT hereby indemnifies HAL against any liability to any third party for costs or charges relating to the services.

6.7 HAL shall have the right to examine HALT's books and records relating to this Agreement. For that purpose HALT hereby grants to HAL and its professional advisers a right of access to HALT's premises, systems and information on the giving of reasonable notice during normal business hours. HAL and its professional advisers shall have the right to take copies of any financial books and records they reasonably require and HALT shall provide all necessary facilities free of charge.

7. REVIEW OF SERVICES

7.1 Every six months during the period of this Agreement or such other period as may be agreed between the parties representatives of HAL and HALT will arrange and attend a minuted meeting at which a review of the Services will be carried out. Such a review shall include factors relating to the quality of the operation of the Services and whether the Services could be carried out more cost-effectively and/or to a higher standard and, if so, how.

7.2 Following any such meeting referred to in clause 7.1 the parties will use their best endeavours to ensure that any recommendations made by HAL which are made at or following the meeting are implemented.

7.3 Six months prior to the end of the Term, unless the Agreement has been terminated earlier in accordance with clause 14 of this Agreement, the parties shall canvas opinion amongst such interested parties as HAL and/or HALT deems appropriate about the quality of the Services. This should be achieved by, without limitation, by the use of the questionnaire which shall be sent to such appropriate interested parties and by the use of advertisements displayed in a manner and in places likely to come to the attention of the taxi trade.

7.4 Following the canvassing of opinion referred to in clause 7.3, HAL shall review and consider the results of such canvassing and shall use those results to determine whether to enter into a new contract with HALT or whether to put out an invitation to tender more widely for a new contract in respect of the taxi support services.

8. ASSIGNMENT ETC.

HALT shall not, without the prior written consent of HAL, assign the benefit of, novate or otherwise transfer this Agreement or any part thereof to any other person.

9. SUB-CONTRACTING

HALT shall not without the prior written consent of HAL sub-contract or otherwise delegate the Services and/or any part of the Services.

10. STATUTORY REQUIREMENTS

10.1 HALT shall comply with and give all notices required by any statutes, statutory instruments, laws, rules, regulations and byelaws applicable to the Services or any part thereof.

10.2 HALT, its employees, agents and sub-contractors shall at all times whilst on HAL's premises or any part thereof observe and comply with any Byelaws and/or any regulations of any Group Company in existence and which may from time to time be made by a Group Company relating to its premises and property and also any direction relating to the administration or operation of the business, Feeder Park and/or the Airport given by or on behalf of the Managing Director of any Group Company or any other authorised officer of HAL and shall ensure that all employees, agents and sub-contractors of HALT shall at all times observe and comply with such byelaws, regulations and directions.

11. INSURANCE

HALT shall at all times during the period of this Agreement ensure that it has insurance cover available from a reputable firm of insurers and it shall:-

11.1 effect and maintain with a reputable insurer insurance cover of £5,000,000 in respect of all sums that HALT may become legally liable to pay to third parties for any one occurrence or series of occurrences arising from one event but for an unlimited number of events; and

11.2 produce upon demand by HAL (but not more than once per year) documentary evidence showing the required insurance cover and proof of up-to-date payment of the premiums for such insurance.

12. FORCE MAJEURE

No failure or omission by either party to carry out or observe any terms of this Agreement shall give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from any matter which is caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, act or omissions of government, highway authority or other competent authority, compliance with any statutory obligation or an obligation under a statute, industrial disputes of any kind (excluding by or involving HALT's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom either party is not responsible or any other cause outside either party's reasonable control.

13. SECURITY

HALT shall comply with all security requirements and regulations of HAL. Without prejudice to the generality of the foregoing it is the responsibility of HALT to obtain in good time from HAL all security passes and other documents required for personnel, third parties and vehicles. A charge (of such amount as shall be required by HAL) will be made for the replacement of any pass. All security passes and documentation shall be returned to HAL immediately upon termination of this Agreement failing which HALT shall pay to HAL £250.00 for each and every security pass not returned and may be liable to prosecution under the provisions of the Aviation and Maritime Security Act 1990. The theft or loss of any security pass or other documentation referred to in this clause 13 shall in the first instance be reported by HALT to the police and HAL.

14. PRESS OR OTHER MEDIA

No publicity, announcement or advertising relating to this Agreement or any matter or thing connected with this Agreement shall be released by HALT without the prior written consent of HAL and any information or article proposed to be released to the press or to any other media shall in the first instance be referred by HALT to HAL for HAL's prior

written approval and for the avoidance of doubt no response from HAL does not mean that HAL's approval has been given.

15. TERMINATION

15.1 Either party may terminate this Agreement at any time by giving to the other party 90 days' notice in writing.

15.2 Either party may terminate this Agreement immediately upon written notice if:-

(a) the other commits any material breach of these conditions including for the avoidance of doubt a failure to provide Services or a failure to do the same to the standard required by this Agreement Provided Always That the injured party shall in the case of a remediable breach have given to the defaulting party written notice of such breach and the defaulting party shall have failed to remedy the same within 21 days of the date of the notice; or

(b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;

(c) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(d) the other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that HAL resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement or the other party ceases to exist as a society in a substantially similar form as at the date of this Agreement);

(e) that other party ceases to carry on business.

15.3 For the purposes of clause 15.2(a), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects.

15.4 Any termination of this Agreement shall be without prejudice to the rights of either party in respect of any antecedent breach of this Agreement.

16. TERMINATION CONSEQUENCES

On the expiry or other termination of this Agreement HALT undertakes:-

16.1 to cease carrying on the Services;

16.2 not to hold out itself as being an agent or otherwise of HAL;

16.3 to agree to the immediate termination of any property documents relating to the Desks (**"Property Documents"**) and to withdraw immediately from the Airport, the Feeder Office and the Feeder Park

17. AMENDMENTS

No amendment and/or variation to this Agreement shall be effective unless agreed in writing and signed by the parties.

18. NOTICES

18.1 All communications between the parties with respect to any of the provisions of this Agreement shall be sent to the Company Secretary of the relevant party at the registered offices set out in this Agreement and to such other or additional addresses as may be notified by the parties from time to time for the purposes of this clause by pre-paid first class or special delivery post.

18.2 Communications which are sent or despatched in accordance with clause 18.1 shall be deemed to have been received by the addressee two business days after despatch.

19. NON-WAIVER

The failure of either party in one or more instances to insist upon the performance of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future exercise of any such right and the obligations of the other party with respect thereto shall continue in full force and effect.

20. GENERAL

20.1 This Agreement supersedes all prior contracts (except the Property Documents) and any terms and conditions of HALT and contains the entire agreement (except in relation to the Property Documents) between the parties relating to the subject matter hereof and no terms and conditions (whenever and/or howsoever delivered to HAL) of HALT will form any part of any arrangements and/or contract between HALT and HAL and shall be excluded.

20.2 Nothing in this clause shall operate to limit or exclude any liability for fraud.

20.3 If there is, at any time, any conflict or inconsistency between the provisions contained or referred to in the main body Agreement and the provisions contained in the First Schedule to this Agreement then the provisions contained in the main body of this Agreement shall apply.

20.4 For the purposes of this Agreement and the Services, HALT is an independent contractor and shall have no right, power or authority whatsoever to create any obligation, express or implied, on behalf of HAL, and shall have no authority to represent HAL as an agent or to incur liabilities or obligations on behalf of HAL.

20.5 Nothing in this Agreement shall be deemed to create any agency, partnership and/or joint venture between the parties.

20.6 This Agreement constitutes an agreement for the provision of services and not a contract of employment and accordingly HALT shall be fully responsible for and shall indemnify HAL for and in respect of HALT and its employees', directors', agents',

contractors', representatives' and officers' own income tax and National Insurance and Social Security contributions and any other liability, assessment or claim relating to taxation (other than Value Added Tax) arising from or made in connection with the performance by HALT of its obligations under this Agreement and shall further indemnify HAL against all reasonable costs and expenses and any penalty, fine or interest incurred or payable by HAL in connection with or in consequence of any such liability, assessment or claim. HAL may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments to be made (if any) by HAL under this Agreement.

20.7 HALT shall at all times be responsible and liable for any persons it engages and its employees (**"Employees"**) in respect of all matters without limitation relating to their engagement, employment, terms of engagement, terms of employment, benefits, health and safety, and pay all from time to time whether before or after termination of any agreement (**"Employment Terms"**) and all or any claims, actions, costs, damages, expenses (including without limitation legal and other professional fees and expenses) awards or fines (including without limitation any liability to taxation, any and all redundancy costs, dismissal costs and any other claims arising pursuant to law) made or threatened by or on behalf of Employees in respect of such matters (**"Claims"**).

20.8 HALT hereby agrees and undertakes to indemnify and keep HAL indemnified and hold harmless HAL:-

(a) in respect of all Claims, including, without limitation, any that arise from or relate to Employment Terms the cause, event or otherwise to which the Claim relates, arising prior to on or after any termination of any agreement (**"Termination"**) and irrespective of whether or not such Claims are made following Termination; and

(b) in respect of any costs relating to the Employment Terms (including without limitation the cost of Employers' National Insurance contributions or any other similar tax/levy).

20.9 It is possible that the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended from time to time) may apply on the termination or expiration of this Agreement. HALT shall comply with its obligations pursuant to such regulations and related reasonable requirements.

20.10 HALT shall co-operate fully with HAL during the hand-over from the natural expiry or earlier termination of this Agreement. This co-operation shall extend to HALT giving full access to all documents, computer records and any other information reasonably required to achieve an effective transition.

20.11 The expiration or determination of any Agreement, however arising, shall not affect those terms which are expressed to operate or to have effect after the termination of this Agreement and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party.

20.12 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20.13 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this Agreement 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.

21. COUNTERPARTS

This Agreement may be entered into any number of counterparts and by the parties to it are separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.

22. SURVIVAL

The following clauses shall survive termination of this Agreement for any reason whatsoever: 13, 14, 16, 18, 20.4, 20.6 to 20.12 (inclusive), 22 and 23.

23. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties by their respective authorised signatories have signed this Agreement under hand in the date at the head of this Agreement

FIRST SCHEDULE

The Services

HALT shall:

1. ensure that the Desks are each manned from 0600 hours to 2200 hours (or such other times as agreed with HAL from time to time) every day of the week and every week of every year of this Agreement;

2. provide from the Desks a Taxi information service to members of the public and such other services from the Desk as shall be agreed between HALT and HAL from time to time;

3. produce and display such leaflets and information concerning the Taxis as shall be agreed in advance of such display between HALT and HAL;

4. provide support and/or liaison services to all drivers of Taxis whether or not such drivers are members of HALT's organisation with the aim of increasing the quality of the Services being provided by HALT;

5. provide at least one representative to each and every liaison meeting organised by HAL and intended also to be attended by drivers of the Taxis and other operators at the Airport;

6. attend such other meetings as are requested by HAL from time to time;

7. provide to HAL, within 3 months of the end of each financial year of HALT, the audited company accounts of HALT and any holding company of HALT;

8. provide promptly to HAL such financial statements and/or accounts and/or other documentation or answer any questions posed by HAL concerning matters including (without limitation) information about the business of HALT as HAL shall reasonably request from time to time;

9. provide HAL with the name of a contact within HALT from time to time as the contact for this Agreement (any change to such contact by HALT shall be notified to HAL by HALT in accordance with clause 18);

10. HALT will promote to their members the need to provide a high standard of service to HAL's customer.

SIGNED by MR CONN S. EVANS) CHAIRMAN. HALT LTD
duly authorised for and on behalf of)
Heathrow Airport Licensed Taxis Limited)
in the presence of :-)

Witness Signature.....
Name.... DOUG SHERRY, MBE.....
Address DOUG SHERRY (HEATHROW) LTD.
.....TAXI FEEDER PARK.....
.....HEATHROW AIRPORT, TW6 2DT
Occupation.....DIRECTOR.....