

Licence granted to

GATWICK AIRPORT LIMITED

by the Civil Aviation Authority

under section 15 of the Civil Aviation Act 2012

on 13 February 2014

Consolidated Version.

Date on which latest changes took effect:

1 May 2014 – Original.

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Part A: Scope and interpretation of the Licence

A1 Scope

- A1.1 The CAA has made a market power determination under section 7 of the Act on 10 January 2014 that means, for the purposes of section 3 of the Act, Gatwick Airport Limited (the Licensee) is the operator of a dominant airport area at a dominant airport.
- A1.2 The Airport (as defined in sections 66 and 67 of the Act) is London Gatwick Airport.
- A1.3 The Airport Area is those areas of the Airport, that comprise:
- (a) the land, buildings and other structures used for the purposes of the landing, taking off, manoeuvring, parking and servicing of aircraft excluding the aircraft maintenance facilities at hangar 6 maintenance area 1 and hangar 7 maintenance area 2; and
 - (b) the passenger terminals.
- A1.4 The CAA, in exercise of the powers conferred by section 15 of the Act, hereby grants to the Licensee this Licence authorising the Licensee and those persons listed in section 3(3) of the Act, to require a person to pay a relevant charge in respect of airport operation services that it provides at the Airport, subject to the conditions of this Licence.
- A1.5 This Licence shall come into force on 1 April 2014 and shall continue in force until revoked in accordance with Condition B2 of this Licence.

A2 Interpretation

- A2.1 Unless specifically defined within this Licence or in the Act or the context otherwise requires, words and expressions used in the Conditions shall be construed as if they were an Act of Parliament and the Interpretation Act 1978 applied to them. References to an enactment shall include any statutory modification or re-enactment thereof after the date of the coming into effect of this Licence.
- A2.2 Any word or expression defined for the purposes of any provision of Part I of the Act shall, unless the contrary intention appears, have the same meaning when used in the Conditions.
- A2.3 Any reference to a numbered Condition or Schedule is a reference to the Condition or Schedule bearing that number in this Licence, and any reference to a paragraph is a reference to the paragraph bearing that number in the Condition or Schedule in which the reference occurs.
- A2.4 In construing the provisions of this Licence, the heading or title of any

Condition, Schedule or paragraph shall be disregarded.

- A2.5 Where the Licensee is required to perform any obligation by a specified date or within a specified period and has failed to perform, such obligation shall continue to be binding and enforceable after the specified date or after expiry of the specified period, but without prejudice to any rights or remedies available against the Licensee under the Act or this Licence by reason of the Licensee's failure to perform by that date or within the period.
- A2.6 The provisions of sections 74 and 75 of the Act shall apply for the purposes of the publication or sending of any document pursuant to this Licence.

A3 Definitions

- A3.1 In this Licence:
- (a) the Act means the Civil Aviation Act 2012; and
 - (b) the CAA means the Civil Aviation Authority.

Part B: General Conditions

B1 Payment of fees

- B1.1 The Licensee shall pay to the CAA such charges and at such times as are determined under a scheme made under section 11 of the Civil Aviation Act 1982 in respect of the carrying out of the CAA's functions under Chapter I of the Act.

B2 Licence revocation

- B2 The CAA may revoke this Licence in any of the following circumstances and only in accordance with sections 48 and 49 of the Act:
- (a) if the Licensee requests or otherwise agrees in writing with the CAA that the Licence should be revoked;
 - (b) if:
 - (i) the Licensee ceases to be the operator of all of the Airport Area; or
 - (ii) the Airport Area ceases to be a dominant area; or
 - (iii) the Airport ceases to be a dominant airport;
 - (c) if the Licensee fails:
 - (i) to comply with:
 1. an enforcement order (given under section 33 of the Act); or

2. an urgent enforcement order (given under section 35 which has been confirmed under section 36); or
- (ii) to pay any penalty (imposed under sections 39, 40, 51 or 52 of the Act) by the due date for any such payment,

where any such a failure is not rectified to the satisfaction of the CAA within three months after the CAA has given notice in writing of such failure to the Licensee, provided that no such notice shall be given by the CAA before:

 - (iii) the proceedings relating to any appeal under section 47 of the Act brought in relation to the validity or terms of an order or the CAA's finding or determination upon which it is based are finally determined; or (as the case may be);
 - (iv) the proceedings relating to any appeal under sections 47 or 55 of the Act brought in relation to the imposition of a penalty, the timing of the payment of the penalty or the amount of the penalty are finally determined.

Part C: The commitment conditions

C1 Commitments

- C1.1 The Commitments are conditions of this Licence and shall be set out in the Conditions of Use.
- C1.2 Obligations placed on third parties in the Commitments shall not be treated as conditions of this Licence.
- C1.3 In complying with this Condition C1 and the Commitments the Licensee shall, so far as reasonably practicable, do so in a manner designed to further the interests of passengers regarding the range, availability, continuity, cost and quality of airport operation services.

Modification of the Commitments

- C1.4 The Licensee shall not modify the Commitments otherwise than in the circumstances set out in the modification provisions of the Commitments.
- C1.5 The modifications that can be made under Condition C1.4 are modifications set out in the modification provisions of the Commitments at:
- (a) paragraph 6.1 of Schedule 2 to the Conditions of Use (price commitments);
 - (b) paragraph 6.2 of Schedule 2 to the Conditions of Use (recovery of

second runway costs in the price commitments) up to a total limit of £10 million in any one charging year;

- (c) paragraph 5 of Schedule 3 to the Conditions of Use (service commitments); and
 - (d) the final paragraph in Schedule 3 Appendix I to the Conditions of Use (core service standards).
- C1.6 Modifications can be made to the Commitments under Condition C1.4 at any time.
- C1.7 Where the CAA makes any changes to the conditions of this licence under section 22 of the Act, the Licensee shall, as soon as reasonably practicable and subject to the outcome of any appeal to the Competition and Markets Authority under section 25 to 30 of the Act, make any necessary consequential changes to the Conditions of Use.

Recovery of second runway costs

- C1.8 Where a provision in the Commitments at paragraph 6.2 of Schedule 2 to the Conditions of Use allows any amendments to the Indicative Gross Yield Profile to allow for the recovery of second runway costs, any such amendments necessary to recover expenditure by the Licensee above the £10 million in any one charging year allowed under Condition 1.5(b) shall be subject to the modification provisions under sections 22 to 30 of the Act.
- C1.9 The CAA may, following consultation, issue guidance to the Licensee with regard to the recovery of second runway costs.
- C1.10 Where the Licensee requires a modification to the Indicative Gross Yield Profile in accordance with Condition C1.8, it must inform the CAA in writing, setting out its reasons and justification for the modification in accordance with any guidance issued by the CAA under Condition C1.9.

Definitions

- C1.11 In this Condition C1:
- (a) the Commitments means the contractual obligations given by the Licensee to providers of air transport services at Gatwick Airport and in the case of certain obligations also to other service providers of Gatwick Airport as contained in the following provisions of the Conditions of Use as agreed by the CAA and to be effective from the date this Licence comes into force and as amended from time to time under Conditions C1.4 to C1.7 namely:
 - (i) Condition 2.1.2 of the Conditions of Use (Applicability and Enforceability of Conditions of Use);

- (ii) Condition 2.1.3 of the Conditions of Use (Variation);
 - (iii) Conditions 2.1.11-2.1.20 of the Conditions of Use (Dispute Resolution Procedure);
 - (iv) Condition 5 of the Conditions of Use (Price Commitment);
 - (v) Condition 6 of the Conditions of Use (Service Standard Commitment);
 - (vi) Condition 7 of the Conditions of Use (Continuity of Service Plan, Operational and Financial Resilience);
 - (vii) Condition 8 of the Conditions of Use (Investment and Consultation Commitment);
 - (viii) Condition 9 of the Conditions of Use (Financial Information Commitment);
 - (ix) Schedules 2, 3 and 4 to the Conditions of Use and associated appendices; and
 - (x) Annex to the Conditions of Use (the Gatwick Airport Core Service Standards Handbook);
- (b) the Conditions of Use means the Gatwick Airport Conditions of Use, published by the Licensee;
- (c) the Indicative Gross Yield Profile has the meaning set out in Paragraph 1.11 of Schedule 2 to the Conditions of Use; and
- (d) the recovery of second runway costs means the recovery of reasonable costs (capital, operating and financing) of applying for planning permission for a second runway and the subsequent development of the second runway and associated airport infrastructure.

Part D: Financial Conditions

D1 Financial Resilience

Certificate of adequacy of resources

- D1.1 The Licensee shall at all times act in a manner calculated to secure that it has available to it sufficient resources including (without limitation) financial, management and staff resources, to enable it to provide airport operation services at the Airport.
- D1.2 The Licensee shall submit a certificate addressed to the CAA, approved by a resolution of the board of directors of the Licensee and signed by a

director of the Licensee pursuant to that resolution. Such certificate shall be submitted within four months of the end of the Licensee's financial year and shall include a statement of the factors which the directors of the Licensee have taken into account in preparing that certificate. Each certificate shall be in one of the following forms:

- (a) "After making enquiries based on systems and processes established by the Licensee appropriate to the purpose, the directors of the Licensee have a reasonable expectation that the Licensee will have available to it, after taking into account in particular (but without limitation) any dividend or other distribution which might reasonably be expected to be declared or paid, any amounts of principal and interest due under any loan facilities and any actual or contingent risks which could reasonably be material to their consideration, sufficient financial and other resources and financial and operational facilities to enable the Licensee to provide airport operation services at London Gatwick Airport of which the Licensee is aware or could reasonably be expected to make itself aware it is or will be subject for a period of two years from the date of this certificate."
- (b) "After making enquiries based on systems and processes established by the Licensee appropriate to the purpose, the directors of the Licensee have a reasonable expectation, subject to what is said below, that the Licensee will have available to it, after taking into account in particular (but without limitation) any dividend or other distribution which might reasonably be expected to be declared or paid, any amounts of principal and interest due under any loan facilities, and any actual or contingent risks which could reasonably be material to their consideration, sufficient financial and other resources and financial and operational facilities to enable the Licensee to provide airport operation services at London Gatwick Airport of which the Licensee is aware or could reasonably be expected to make itself aware it is or will be subject for a period of two years from the date of this certificate. However, they would like to draw attention to the following factors which may cast doubt on the ability of the Licensee to provide airport operation services at London Gatwick Airport for that period....."
- (c) "In the opinion of the directors of the Licensee, the Licensee will not have available to it sufficient financial or other resources and financial and operational facilities to provide airport operation services at London Gatwick Airport of which the Licensee is aware or of which it could reasonably be expected to make itself aware or to which it will be subject for a period of two years from the date of this certificate."

D1.3 The Licensee shall inform the CAA in writing as soon as practicable if the

directors of the Licensee become aware of any circumstance which causes them no longer to have the reasonable expectation expressed in the then most recent certificate given under Condition D1.2(a) or (b).

- D1.4 The Licensee shall obtain and submit to the CAA with each certificate provided under Condition D1.2 a report prepared by its Auditors stating whether or not the Auditors are aware of any inconsistencies between, on the one hand, that certificate and the statement submitted with it and, on the other hand, any information which they obtained during their audit of the relevant year end accounts of the Licensee.
- D1.5 If the Licensee or any of its linked companies (or, where applicable the directors and officers of any of those undertakings) seeks, or is advised to seek, advice from an insolvency practitioner or any other person relating to:
- (a) the Licensee's financial position or ability to continue to trade; or
 - (b) that linked company's financial position or ability to continue to trade, only to the extent that it would affect the Licensee's financial position or ability to continue to trade, the Licensee must inform the CAA within 3 working days.

Restriction on activities

- D1.6 The Licensee shall not, and shall procure that its subsidiary undertakings shall not, conduct any business or carry on any activity other than:
- (a) the Permitted Business; and/or
 - (b) any other business or activity for which the CAA has given its written consent for the purposes of this Condition, such consent not to be unreasonably withheld or delayed.

Ultimate holding company undertakings

- D1.7 The Licensee shall procure from each Covenantor a legally enforceable undertaking in favour of the Licensee in the form specified by the CAA that that Covenantor will:
- (a) refrain from any action, and procure that every subsidiary of the Covenantor (other than the Licensee and its subsidiaries) will refrain from any action, which would then be likely to cause the Licensee to breach any of its obligations under this Licence;
 - (b) promptly upon request by the CAA (specifying the information required) provide to the CAA (with a copy to the Licensee) information of which they are aware and which the CAA reasonably considers necessary in order to enable the Licensee to comply with this Licence.
- D1.8 Such undertaking shall be obtained within seven days of the company or

other person in question becoming a Covenantor and shall remain in force for so long as the Licensee remains the holder of this Licence and the Covenantor remains a Covenantor.

D1.9 The Licensee shall:

- (a) deliver to the CAA, within seven days of obtaining the undertaking required by Condition D1.8, a copy of such undertaking;
- (b) inform the CAA as soon as practicable in writing if the directors of the Licensee become aware that the undertaking has ceased to be legally enforceable or that its terms have been breached; and
- (c) comply with any direction from the CAA to enforce any such undertaking.

Definitions

D1.10 In this Condition D1:

- (a) the Covenantor means a company or other person which is at any time an ultimate holding company of the Licensee;
- (b) a linked company means any company within the Licensee's Group where the financial position of that company or its inability to continue to trade would have an adverse effect on the Licensee's financial position or ability to continue to trade;
- (c) Permitted Business means:
 - (i) any and all business undertaken by the Licensee and its subsidiary undertakings as at 1 April 2014;
 - (ii) to the extent that it falls outside Condition D1.10(c)(i), the business of owning, operating and developing the Airport and associated facilities by the Licensee and its subsidiary undertakings (including, without limitation, any and all airport operation services, provision of facilities for and connected with aeronautical activities including retail, car parks, advertising and surface access and property development letting and management development thereof); and
 - (iii) any other business, provided always that the average over the term of the Commitments of any expenses incurred in connection with such businesses during any one financial year is not more than 2% of the value of the shadow Regulatory Asset Base at the start of the financial year.

Appendix: The commitments, as set out in the Gatwick Conditions of Use

Gatwick Airport: Conditions of Use 2014/15



Gatwick Airport Limited
West Sussex, RH6 0NP

Telephone: 0844 335 1802 (General)

The registered office for this company is at:
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Destinations Place
South Terminal
Gatwick Airport
West Sussex, RH6 0NP



Preface

(This is not part of the Conditions of Use)

This edition replaces the 2014/15 Conditions of Use (Version 1) issued on 12 March 2014, effective 1 April 2014

Conditions of Use, including the airport charges for Gatwick Airport and price and service commitments by Gatwick Airport Limited are contained in this booklet.

Gatwick Airport Limited: Conditions of Use

These Conditions are effective from 1st April 2014

For any queries regarding invoicing please contact Gatwick Credit Control Department (see 2.3.12), any other enquires should be addressed in the first instance to Gatwick Airport Chief Financial Officer's office:

For the attention of the Chief Financial Officer,
Gatwick Airport Limited,
South Terminal, 5th Floor, Destinations Place,
West Sussex,
RH6 ONP,
United Kingdom



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1.1 Definitions of terms

- 1.1.1 'Airport Charges' means charges for the landing and taking off of aircraft, the parking of aircraft and the departure of passengers.
- 1.1.2 'Air Transport Movement' means a flight carried out for hire and reward. This comprises all scheduled flights operated according to a published timetable where carriage is offered to the public whether loaded or empty and all flights where the capacity is contracted to another person, including empty positioning flights.
- 1.1.3 'Aircraft's Ascertained NOx Emission' means the product of the Engine NOx Emission as set out in the GAL Emission Database and the number of engines on the aircraft.
- 1.1.4 'Conditions of Use' means Conditions 1 to 10 and the Schedules and Appendices of this document.
- 1.1.5 'Designated remote stand' means a non-pier served stand or a pier served stand to or from which coaching of passengers is unavoidable due to the airport's operational restrictions
- 1.1.6 'Dispute' means any difference or dispute between the parties to these Conditions of Use arising out of or in connection with these Conditions of Use, MDIs, GADs or the Operator's use of the airport.
- 1.1.7 "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. This data can be accessed at: www.caa.co.uk/default.aspx?categoryid=702&pagetype=90. In the case of Non-Jet aircraft engines the figure shall be that provided by the engine manufacturer or if no such figure is provided then as provided in the emissions value matrix. This data can be accessed at the Website: <http://noisedb.stac.aviation-civile.gouv.fr/>
In the absence of any of the above sources then the figure shall be that which Gatwick Airport Limited may reasonably determine.
- 1.1.8 'Expert' means a solicitor or barrister with at least 8 years professional experience in the field of aviation law and appointed in relation to any Dispute in accordance with Condition 2.1.11.
- 1.1.9 'Flight' has the same meaning as in the Air Navigation (No.2) Order, 2000, as amended.
- 1.1.10 'Flight Classification' means classification within the following categories:
- 1.1.10.1 'Domestic Flight' means a flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (excluding off shore oil or gas rig) and there is no intermediate landing outside these areas.
- 1.1.10.2 'International Flight' means all flights other than Domestic Flights.
- 1.1.11 'GAL Emission Database' means the database maintained by Gatwick Airport Limited of Engine NOx Emission of aircraft operating at the airport covered by these Conditions of Use.
- 1.1.12 'General or Business Aviation' means any air traffic not falling into any of the following categories:
- 1.1.12.1 scheduled air services;



- 1.1.12.2 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.
- 1.1.12.3 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.
- 1.1.13 'International Terminal Departing Passenger' means any Terminal Departing Passenger whose final destination is a place outside the United Kingdom, Channel Islands, Republic of Ireland or the Isle of Man. This definition will be applied in all cases for determining departing passenger charges notwithstanding that such a passenger may be travelling on a domestic flight as defined in Condition 1.1.10.1 above.
- 1.1.14 'Domestic Terminal Departing Passenger' means any Terminal Departing Passenger whose final destination is a place within the United Kingdom, Channel Islands, or Isle of Man (excluding off shore oil or gas rig) and there is no intermediate landing outside these areas.
- 1.1.15 'Irish Terminal Departing Passenger' means any Terminal Departing Passenger whose final destination is a place within the Republic of Ireland (excluding off shore oil or gas rig) and there is not intermediate landing outside these areas.
- 1.1.16 'Jet aircraft' means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.1.17 'Legislation' means
- 1.1.17.1 all Acts of Parliament; and
- 1.1.17.2 all Statutory Instruments; and
- 1.1.17.3 any regulations or directions made pursuant to such Acts of Parliament or Statutory Instrument; and
- 1.1.17.4 all directly applicable EU Regulations; and
- 1.1.17.5 all regulations and requirements of any competent authority in each case as the same are amended, re-enacted or otherwise in force from time to time.
- 1.1.18 'Maximum Take Off Weight' in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.
- 1.1.19 'Non-Jet aircraft' means an aircraft which is not a jet aircraft.
- 1.1.20 'Operator' in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.1.21 'Passenger' means any persons carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.
- 1.1.22 'Schedule of Charges' means the Schedule of Charges annexed to as Schedule 1.
- 1.1.23 'Term' means the period from 1 April 2014 to 31 March 2021.
- 1.1.24 'Terminal Arriving Passenger' means any passenger aboard an aircraft at the time of landing other than a Transit Passenger.



- 1.1.25 'Terminal Departing Passenger' means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.
- 1.1.26 'Time of Landing' means the time recorded by NATS as the time of touch down of an aircraft.
- 1.1.27 'Time of Take off' means the time recorded by NATS as the time when the aircraft is airborne.
- 1.1.28 '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.
- 1.1.29 'Transit Passenger' means a passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport, and includes a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.
- 1.1.30 'UTC' means Universal Time (Co-ordinated)

1.2 Interpretation

- 1.2.1 Reference to a 'Certificate of Airworthiness' shall include any validation thereof and any flight manual or performance schedule relating to the aircraft.
- 1.2.2 References to 'Chief Executive Officer' of Gatwick Airport Limited shall include a nominated deputy.
- 1.2.3 Headings are for ease of reference only and shall not be taken into account in interpreting these Conditions of Use.
- 1.2.4 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include any other gender.
- 1.2.5 If any provision of these Conditions of Use is or becomes for whatever reason invalid illegal or unenforceable it shall be divisible from the remainder of these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions of these Conditions of Use shall be not be affected in any way.
- 1.2.6 Gatwick Airport Limited has previously issued directives entitled Managing Director's Instructions (MDIs); these have been renamed Gatwick Airport Directives (GADs). The re-naming of each MDI will take place as that MDI comes up for review. MDIs remain in full force and effect until either rescinded or replaced by a GAD; it is the responsibility of each person or entity bound by these Conditions of Use to ensure that they are acquainted with the terms of relevant MDIs and GADs. In these Conditions of Use the terms MDI and GAD are used interchangeably.



2 Conditions

The use of the airport is subject to the following conditions:

2.1 General

Applicability and Enforceability of Conditions of Use

- 2.1.1 Gatwick Airport (the "Airport") is managed by Gatwick Airport Limited.
- 2.1.2 The publication of these Conditions of Use constitutes an offer by Gatwick Airport Limited to permit the use of its facilities on the terms set out herein. The use of any facilities at the airport whether airside or landside other than as a passenger constitutes acceptance of these Conditions of Use. It is intended that these Conditions of Use constitute a contract as between Gatwick Airport Limited and each and every Operator or in relation to obligations relevant to them, other users using the facilities at the airport other than as passengers.

Variation

- 2.1.3 Gatwick Airport Limited may at its sole discretion vary amend or add to these Conditions of Use and any such variation, amendment to, or addition may be promulgated by means of a GAD save that no variation which has effect before 1st April 2021 may be made to the following Conditions and Schedules:
- Condition 1.1.23 (Term)
 - This Condition 2.1.3 (Variation)
 - Conditions 2.1.11-2.1.20 (Dispute Resolution)
 - Condition 5 (Price Commitment)
 - Condition 6 (Service Standard Commitment)
 - Condition 7 (Continuity of Service and Financial Resilience Commitment)
 - Condition 8 (Investment and Consultation Commitment)
 - Condition 9 (Financial Information Commitment)
- Schedules 2, 3 and 4 other than in accordance with the variation provisions contained in paragraph 6 of Schedule 2 , paragraph 5 of Schedule 3 and in the final paragraph of Schedule 3 Appendix 1.

Compliance

- 2.1.4 Operators shall comply with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom AIP, NOTAMS and the current Air Navigation Order and Regulations.
- 2.1.5 Operators shall comply with instructions, orders or directions including MDIs and GADs published from time to time by Gatwick Airport Limited, which may supplement vary or discharge any of the terms and conditions of use set out herein.
- 2.1.6 Operators shall comply with, and shall ensure that their servants and agents comply with, all applicable Legislation in relation to their operations at the airport and their aircraft's approach to and departure from the airport.
- 2.1.7 Operators shall comply with data requests issued by Gatwick Airport Limited for the purposes of invoicing and reconciliations.



Insurance

- 2.1.8 The Operator shall take out and maintain passengers and third party liability insurance in respect of each of its aircraft at the airport in at least the sum specified by the CAA (or if greater any other competent authority or such amount as Gatwick Airport Limited shall reasonably specify) in respect of any one event.

No Waiver

- 2.1.9 No failure or delay by Gatwick Airport Limited to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or as a waiver of a preceding or subsequent breach.
- 2.1.10 Any express waiver granted by Gatwick Airport Limited shall be construed strictly on its terms and shall not imply or require that any further or additional waiver will be given in respect of similar future matters.

Indemnity**Dispute Resolution Procedure**

- 2.1.11 Either party may refer any Dispute to an Expert for determination by serving notice in writing to that effect on the other party. The notice shall contain sufficient particulars of the Dispute to be referred to an Expert.
- 2.1.12 The parties shall agree the identity of the Expert to be appointed. In default of agreement, within ten working days of the date of service of a notice referring a Dispute to an Expert for determination, the Expert shall be appointed on the application of any party to the President of the Law Society or the Chairman of the Bar Council.
- 2.1.13 The Expert shall not act as an arbitrator and the provisions of the Arbitration Act 1996 shall not apply.
- 2.1.14 The Expert shall determine the Dispute referred to him impartially and acting reasonably. The Expert will establish the procedural rules to be applied to the determination which must include the following steps:
- 2.1.14.1 each party will be entitled to make submissions to the Expert;
- 2.1.14.2 the Expert may request any party to provide him with any further information as he may require in order to determine the Dispute provided any such information is made available to the other party to comment;
- 2.1.14.3 all communications between a party and an Expert shall be copied to the other party;
- 2.1.14.4 any failure by a party to respond to any request or direction by the Expert shall not invalidate the Expert's determination.
- 2.1.15 Unless a shorter period is agreed between the parties at the time of the Expert's appointment, a fully reasoned written determination must be delivered to the parties within 21 working days of the Expert's appointment.
- 2.1.16 The fees and expenses of the Expert shall be borne by the parties in equal shares unless the Expert determines otherwise. Each party shall be solely responsible for bearing its legal and other costs arising out of any reference of a Dispute to an Expert.



- 2.1.17 Any decision of the Expert shall be binding until the Dispute is finally determined by legal proceedings or by agreement.
- 2.1.18 Neither party shall make any application to a competent court in relation to the conduct of the determination or the Expert's determination or the Dispute after ninety days from the date of the Expert's determination or, in the event the Expert has failed to reach a decision, the date on which the Expert should have reached a determination.
- 2.1.19 The dispute resolution procedure set out in Conditions 2.1.11 to 2.1.18 above is without prejudice to, and does not impact upon, Gatwick Airport Limited's right to exercise its power to detain aircraft for the non-payment of Airport charges, pursuant to the Civil Aviation Act 1982. Gatwick Airport Limited may at all times exercise that power without recourse to this dispute resolution procedure
- 2.1.20 Subject to clause 2.1.18 the dispute resolution procedure set out in Conditions 2.1.11 to 2.1.18 above shall not prevent either party from applying to a competent court for relief.

Governing law and Jurisdiction

- 2.1.21 These Conditions of Use, MDIs and GADs shall be governed by and construed according to the laws of England and Wales.
- 2.1.22 Gatwick Airport Limited and the Operator irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any Dispute.

Wake Vortices

- 2.1.23 Operators shall be responsible for injury and damage to property sustained as a result of wake vortices generated by their aircraft.

Liability

- 2.1.24 Neither Gatwick Airport Limited, nor its servants or agents shall be liable for the loss of or the damage to any aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or taking-off at the airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of Gatwick Airport Limited or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 2.1.25 Neither Gatwick Airport Limited nor its servants or agents shall have any liability to an Operator whether in contract tort, negligence breach of statutory duty or otherwise for any loss, damage costs or expenses of any nature whatsoever incurred or suffered by that Operator of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 2.1.26 Gatwick Airport Limited provides no warranty as to the continued use and operation of the airport and may at any time or from time to time at its sole discretion close or restrict access to the public to the airport or any part thereof without incurring any liability to the Operator.

Conflict

- 2.1.27 In the event of any conflict between these Conditions of Use and the terms of another written contract between Gatwick Airport Limited and a third party then to the extent that the conflict is apparent on the face of the documentation the terms of that other written contract shall prevail over these Conditions of Use.



2.2 Operational

Slots

- 2.2.1 No Operator shall be permitted to operate to or from Gatwick Airport without first obtaining a slot from Airport Coordination Limited (ACL).
- 2.2.2 If in the opinion of Gatwick Airport Limited an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, Gatwick Airport Limited may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots, such measures may include Gatwick Airport Limited prohibiting the Operator or particular services of the Operator from operating at the airport for a fixed period of time.

Peak congestion

- 2.2.3 Any Operator of General or Business Aviation, or whole plane cargo services, who operates at Gatwick Airport without the prior permission of Gatwick Airport Limited during such periods of peak congestion, as have been notified by NATS in the United Kingdom AIP or a subsequent supplement, for the airport, may be prohibited by Gatwick Airport Limited from operating during such periods of peak congestion for a minimum period of 30 days, unless in the opinion of Gatwick Airport Limited the aircraft was required to land at the airport because of an emergency or other circumstance beyond the control of the Operator.

Use of Chapter 2 aircraft

- 2.2.4 Operators should note that civil subsonic jet aircraft with a take off mass of 34,000kg or more (or with more than 19 passenger seats) operating to the UK are required to be certificated as Chapter 3 or Chapter 4 in accordance with the Aeroplane Noise Regulations 1999. Aircraft not meeting this requirement are prohibited from operating to any UK airport unless granted an exemption by the UK Civil Aviation Authority (see www.caa.co.uk/erg/avpolicy).

Service and ground handling

- 2.2.5 Operators are required to either self handle or appoint third party Ground Handling Agents, to deliver operational performance in accordance with the minimum airline service standards defined in the current Service Standards GAD. These standards will be consulted on prior to implementation at the Airport Users Committee at Gatwick Airport.
- 2.2.6 In the circumstances of a diversionary aircraft arriving at Gatwick Airport, Operators are required to adhere to the current Aircraft Diversions Procedures MDI to ensure passengers and aircraft are handled effectively. The GAD includes the charge payable should Gatwick Airport Limited be required to facilitate handling of aircraft.
- 2.2.7 There is a Passenger with Reduced Mobility (PRM) Service provided at Gatwick Airport. Please refer to the current PRM GAD and General Advice Notice for information regarding this service including the requirement for pre-notification by Airlines. Pricing current at the date of issue of these Conditions of Use is attached as an appendix IV to the Schedule of Charges.

Policing

- 2.2.8 Where a flight destination or carrier is identified as being at significant or high risk the Operator shall pay a charge as notified by the Chief Executive Officer equating to the cost of any policing cost additional to the services normally provided at the airport for carriers or destinations at lower levels of risk.



Noise supplements

2.2.9 At Gatwick Airport, aircraft departures which infringe noise thresholds or aircraft of Operators that flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPR's) prescribed for the airport, both as measured by the noise and track monitoring system operated by Gatwick Airport Limited, may be subject to supplemental charges promulgated in MDIs or GADs.

2.3 Payment

2.3.1 The Operator shall pay the appropriate charges for landing, taking-off and parking of an aircraft, as set out in the Schedule of Charges. The Operator shall also pay for any supplies, services or facilities provided to him or to the aircraft at the airport by or on behalf of Gatwick Airport Limited at the charges determined by Gatwick Airport Limited. All charges referred to in this paragraph shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to Gatwick Airport Limited on demand and in any event before the aircraft departs from the airport unless otherwise agreed by Gatwick Airport Limited (which agreement may be withdrawn at any time at the discretion of Gatwick Airport Limited) or unless otherwise provided in the terms for payment included in the invoice for such charges.

2.3.2 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 Gatwick Airport Limited as if no such tax or charge had been imposed.

2.3.3 All sums payable to Gatwick Airport Limited are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.

2.3.4 All sums due which are not paid on the due date shall bear interest from day to day at the annual rate of the higher of 8%, or the sum of Bank of England base rate plus 3% margin, from the date when such sums were due until the date of payment (both dates inclusive).

2.3.5 All new aircraft Operators to Gatwick Airport Limited (being an Operator that has had no flying operation at the airport for the previous two consecutive seasons to the season being requested) are required to lodge a deposit equivalent to 3 months of operations by that aircraft Operator (based on anticipated numbers and type of flight planned). The deposit may be reviewed after 12 months at the written request of the aircraft Operator, and will be refunded at Gatwick Airport Limited's discretion. A formal explanation will be presented to the aircraft Operator in the event the deposit is still retained by Gatwick Airport Limited following the refund request. When the Operator ceases to operate any flights from the airport for more than two consecutive seasons the deposit will be refunded subject to the right of Gatwick Airport Limited (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above provisions. In exceptional cases the Airport Chief Financial Officer may at his/her discretion waive the requirement for the 3 month deposit.

2.3.6 In the event of an Operator currently operating at Gatwick Airport failing to meet the terms of payment for Airport Charges such that the debt incurred exceeds £10k greater than 30 days overdue (at any point within the prior 3 months) then that Operator will be required to lodge a deposit with Gatwick Airport Limited equivalent to a maximum of 3 months of operations by that aircraft Operator (based on anticipated numbers and types of flight planned). Gatwick Airport Limited's Chief Financial Officer may set the level of deposit required at his/her discretion up to the maximum 3 months value, and in exceptional circumstances may waive the deposit requirement.



- 2.3.7 Under the Civil Aviation Act 1982, Gatwick Airport Limited has 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.
- 2.3.8 The Operator agrees that Gatwick Airport Limited shall be entitled to exercise the rights of detention set out at Condition 2.3.7 above or pursuant to the Civil Aviation Act 1982.
- 2.3.9 In the event of:
- 2.3.9.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Operator; or
- 2.3.9.2 the making of an application for an administration order or the making of an administration order in relation to the Operator; or
- 2.3.9.3 the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Operator; or
- 2.3.9.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Operator; or
- 2.3.9.5 the commencement of a voluntary winding-up in respect of the Operator, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- 2.3.9.6 the making of a petition for a winding-up order or a winding-up order in respect of the Operator; or
- 2.3.9.7 the striking-off of the Operator from the Register of Companies or the making of an application for the Operator to be struck-off; or
- 2.3.9.8 the Operator otherwise ceasing to exist; or such any event or procedure analogous to the same happening in respect of the Operator in the jurisdiction governing the Operator's corporate affairs then there shall be deemed to be a default in the payment of any Airport Charges which are extant as at the date of such event or procedure shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982.
- 2.3.10 The Operator shall not, without the express written consent of Gatwick Airport Limited, be entitled in respect of any claim he may have against Gatwick Airport Limited or otherwise to make any set off against or deduction from the charges provided for in these Conditions of Use. He must pay such charges in full pending resolution of any such claim.
- 2.3.11 All charges not falling within Condition 2.3.1 above shall be payable within 14 days of service of an invoice. Gatwick Airport Limited shall provide seven days' notice of any intention to withdraw credit facilities but these may be withdrawn immediately upon notice if Gatwick Airport Limited is of the opinion that any act of insolvency (including but not limited to those set out at Condition 2.3.9 above) has or is about to take place in relation to an Operator.
- 2.3.12 Any queries relating to invoices should be raised with Gatwick Airport Limited's Credit Control Department within 10 days of the invoice date. Relevant contact numbers are shown on our invoices and statements.



2.4 Data

- 2.4.1 The Operator shall comply with the data requirements as set out in Schedule 4 (Data Requirements) to these Conditions. Gatwick Airport Limited shall be entitled to publish any such information for the purpose of comparing the Operator's on time performance and arrivals baggage performance in such format as it may from time to time determine.

3 Airport charges**3.1 Charges on landing and take-Off**

- 3.1.1 The relevant charges for the landing and the take-off of aircraft as set out in Appendix I of the Schedule of Charges are payable.
- 3.1.2 The charge on landing and take off will be assessed and payable based on the season, actual time of arrival or departure and the noise chapter of the aircraft.
- 3.1.3 The noise chapter of an aircraft will be set as prescribed by Volume 1, Part II, Chapter 3 of Annex 16 to the Convention on International Civil Aviation, based on the arithmetic sum of the differences between certificated levels and the Chapter 3 noise limits at the approach, lateral and flyover points. Airlines must submit document attesting that the aircraft complies with the noise chapter being applied for. If no documents are provided, Gatwick Airport Limited will use its discretion in levying a chapter 2 charge pending submission of any certification data that supports the noise chapter claimed. Relevant documentation should be sent to:

Gatwick Airport Traffic Charging Team
Gatwick Airport Limited
5th Floor, Destinations Place,
Gatwick Airport,
West Sussex, RH6 ONP

- 3.1.4 Emissions charge: An additional NOx emissions charge applies to all aircraft over 8,618kg (based on the aircraft ascertained NOx emission), on landing and take-off as outlined in Appendix I of the Schedule of Charges.
- 3.1.5 Air Navigation Services charge: There is no separate charge for Air Navigation Services (ANS).
- 3.1.6 Towing Rebate: An arriving or departing flight that is requested by GAL to tow, to enable a flight to receive pier service or where a flight on a pier served stand is requested to operate remotely, the airline will be qualify for a rebate of £150 per tow. Tows undertaken for an airline at its own behest (e.g. for maintenance, technical issues, cleaning, de-icing) will not qualify for this rebate.

3.2 Charges on terminal departing passengers and non-passenger flights

- 3.2.1 The relevant charges payable by an airline per Terminal Departing Passengers are set out in Appendix 1 of the Schedule of Charges.
- 3.2.2 Minimum charge on departure: There is a minimum charge on departure for all flights at Gatwick Airport as set out in the relevant Appendix 1 of the Schedule of Charges. A "Minimum Departing charge per ATM" is applied to flights (including non-passenger flights), where an Operator's departing passenger charge drops below the minimum charge threshold. This charge is in addition to any take-off fee that may be payable.



Arrivals / departures from remote stands

- 3.2.3 Where a flight arrives or departs from a stand which is a designated remote stand, a rebate to the charge on Terminal Departing Passengers will be allowed as set out in the Schedule of Charges, based on the number of Terminal Arriving Passengers and Terminal Departing Passengers using remote stands. Such rebate will not apply:
- 3.2.3.1 to the extent that it reduces the charges on departing passengers to below the level of the relevant minimum charge on departure set out in the Schedule of Charges; or
 - 3.2.3.2 where a remote stand has been requested by an Operator or its handling agent rather than being required by Gatwick Airport Limited for operational or pier segregation reasons; or
 - 3.2.3.3 where a stand which is not a remote stand has been made available, but has been declined by an Operator or its handling agent.
- 3.2.4 Security charge: There is no separate charge for security.

3.3 Aircraft parking charges

- 3.3.1 The relevant charges for aircraft parking as set out in Appendix I of the Schedule of Charges are payable.
- 3.3.2 The charges for parking of aircraft at the airport will be assessed and payable on the basis of the Maximum Take Off Weight as recorded by Gatwick Airport Limited, based on the submission of completed All Up Weight Return (AUWR) on 1 April each year. For the purposes of calculation of aircraft parking charges the Maximum Take Off Weight has been divided into the following three bands:
- 3.3.2.1 Less than 50 metric tonnes
 - 3.3.2.2 Greater than or equal to 50 metric tonnes and less than or equal to 200 metric tonnes
 - 3.3.2.3 Greater than 200 metric tonnes
- 3.3.3 Parking charges will be based on the total number of five minutes or part thereof that an aircraft has been parked on areas designated as airport company parking areas.
- 3.3.4 These charges will apply whether the aircraft is secured to the ground or to a structure on the airport or is left on the ground unsecured.
- 3.3.5 A peak charge will apply to an aircraft which occupies a pier served stand between 0600 UTC (GMT) and 1159 UTC (GMT) from 1st April to 31st October. During this period of time each minute will count as three minutes for the purpose of the calculation of parking charges.
- 3.3.6 Parking charges will accrue from the time the aircraft is "on block" until the aircraft is "off block" as recorded by the IDAHO system.
- 3.3.7 Parking is free between the hours of 2230 and 0459 UTC (GMT) from 1st April to 31st March.
- 3.3.8 The Chief Executive Officer of the airport has discretion to decide in the light of particular circumstances at the airport to abate or waive the charges set out in the Schedule of Charges in relation to the parking of aircraft at certain times and periods or on certain parts of the airport. In this event, the Chief Financial Officer will supply the details of the terms and conditions of the abatement or waiver of the charges on the request of any Operator who parks aircraft at the airport and the Operator may apply to the Chief Financial Officer for these terms and conditions.



- 3.3.9 The Chief Executive Officer of Gatwick Airport Limited may at any time order an aircraft Operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified in it will render the Operator liable to a special charge, equivalent to eight times the standard parking charges set out in the Schedule of Charges, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired.
- 3.3.10 No abatement or waiver of the parking charges will be granted except in accordance with the terms of Conditions 3.3.8 and 4.3.1.

3.4 Charges for Specified Activities, PRM, Check-in and Airside Coaching

- 3.4.1 Operators and other users shall pay charges for Utilities, Bus and Coach access, Staff car parking, Staff ID passes and Airside Operators Licence at the rates set out in the relevant appendices within the Schedule of Charges.
- 3.4.2 Gatwick Airport Limited shall ensure that those charges referred to in Condition 3.4.1 and the charges levied by Gatwick Airport Limited for airside parking and cable routing are set at levels which are fair, reasonable and non-discriminatory.
- 3.4.3 At least three months prior to making any amendments to those charges referred to in Condition 3.4.2 above, Gatwick Airport Limited shall provide Operators with relevant information (including cost information, where relevant) and assumptions adequate to verify the basis upon which the amended charges have been calculated.
- 3.4.4 By 31 December in each year Gatwick Airport Limited shall provide Operators and other users with a statement of actual costs and revenues in respect of each of the services and activities referred to in Condition 3.4.2 for the year ending the previous 31 March.

PRM charges

- 3.4.5 Operators shall pay charges in relation to PRM services at the rates set out in the Appendix IV of the Schedule of Charges and the Chief Executive Officer reserves the right to make such changes to these rates as he thinks fit following consultation with airlines, which will be promulgated by issue of a GAD.
- 3.4.6 PRM charges are based on an Operator's pre-notification performance as supplied by the PRM service provider. Pending receipt of such notification Operators shall pay the charges on a provisional basis as if less than two hours-notice had been given in respect of each departing passenger. At Chief Executive Officer's discretion the provisional charges may be based on the Operator's historic performance. PRM charges are levied on each of an Operator's departing passengers. The proportion that the number of an Operator's PRMs in each pre- notification band (as set out in Appendix IV of the Schedule of Charges) bears to the Operator's total number of PRMs is applied to the Operator's total number of departing passengers to provide the number of departing passengers in each relevant pre-notification band for charging purposes.
- 3.4.7 Gatwick Airport Limited will undertake reconciliation against the provisional payment following the end of each calendar month, based on pre-notification performance through data provided by the Inform system of the PRM service provider. Any rebate or additional charge will be calculated and made on the basis of such reconciliation.
- 3.4.8 PRM pricing and structure will be kept under review throughout the 2014/15 period and may be varied by an issue of a GAD.



3.4.9 By 31 December in each year Gatwick Airport Limited shall provide Operators with a statement of actual costs and revenues in respect of each of the PRM services for the year ending the previous 31 March.

Check in and baggage charges

3.4.10 Operators shall pay the charges for Check in and baggage as set out in Appendix V of the Schedule of Charges.

3.4.11 The following definitions apply for the purpose of calculating the Check in and Baggage Charges payable in accordance with Appendix V of the Schedule of Charges.

3.4.11.1 "Departing Passenger using check in facilities" means a departing passenger using check-in facilities at the airport to complete passenger acceptance which includes those passengers who are issued a boarding card whether at a traditional check in desk or at a CUSS terminal or equivalent at the airport. It also includes departing passengers who completed check in off airport but completed a visa check at the airport. The "departing passenger using check in facilities" charge is not applicable for departing passengers who completed check in off airport, and are transfer passengers or passengers with hand luggage who go straight to security or passengers with hold baggage using bag drop only.

3.4.11.2 "Departing Hold Bag" means each bag or item that is processed at check in desk or a bag drop facility for onward carriage in the hold of an aircraft.

3.4.11.3 "Transfer bag" means each bag or item that is processed on behalf of a Transfer Passenger.

3.4.11.4 "Departing ATM" means a departing scheduled or charter flight carrying passengers who are not solely transit passengers.

3.4.11.5 "Departing Passenger" means each passenger on the Departing ATM with the exception of a Transit Passenger.

3.4.12 In setting the charges for 1 April 2014 to 31 March 2015, timeslice and last bag performance data for the 12 month period from 1 January 2013 to 31 December 2013 will be used.

3.4.13 The charges are calculated as follows:

3.4.13.1 Calculation of departing baggage utilisation weighting

3.4.13.1.1 Baggage system "timeslices per ATM" data be reviewed annually to determine:

- for the airport as a whole, an Airport Average Timeslices per ATM, and
- for each individual airline, an Airline Average Timeslices per ATM.

(In both cases, applying a 4 hour before departure "cut-off" methodology where all timeslices triggered 4 hours before departure are treated as 1 timeslice)

3.4.13.1.2 Each airline will have an associated "Airline Departure Baggage Weighting Factor" calculated as outlined below: *Airline Average Timeslices per ATM ÷ Airport Average Timeslices per ATM*
These weightings will be reset annually.

3.4.13.1.3 The charge for 'Airline Departing Baggage per ATM' is outlined below:

*Airline Departing Baggage Charge per ATM = Airport Average Departing Baggage Charge per ATM *
Airline Departure Baggage Weighting Factor*



3.4.13.1.4 The Airport Average Departing Baggage Charge per ATM will be based on the annual cost subject to allocation and the aggregate number of timeslices in the year.

3.4.13.2 Calculation of arrivals baggage utilisation weighting:

3.4.13.2.1 “Last bag” data to be reviewed annually to determine:

- for the airport as a whole, the Airport Average Last Bag Time; and
- for each individual airline, an Airline Average Last Bag Time.

(In both cases, applying a 15 minute minimum Last Bag Time)

3.4.13.2.2 Each airline will have an associated “Airline Last Bag Weighting Factor” calculated as outlined below:
Airline Average Last Bag Time ÷ Airport Average Last bag time

These weightings will be reset annually.

3.4.13.2.3 The charge for 'Airline arrival baggage charge per ATM' is outlined below:

*Airline Arrival Baggage Charge per ATM = Airport Average Arrival Baggage Charge per ATM * Airline Last Bag Weighting Factor*

3.4.13.2.4 The Airport Average Arrival Baggage Charge per ATM will be based on the annual cost subject to allocation and the aggregate of the Last Bag Times in the year.

3.4.13.3 Calculation of Airline Combined Baggage Weighting factor:

3.4.13.3.1 Each airline will have an associated combined baggage weighting ('Airline Combine Baggage Weighting factor'), which is calculated as outlined below:

(Airline Departing Baggage Charge per ATM + Airline Arrival Baggage Charge per ATM) ÷ (Airport Average Departing Baggage Charge per ATM + Airport Average Arrival Baggage Charge per ATM)

This weighting factor will be rounded to one decimal place e.g. 0.950 to 1.049 becomes 1.0; 1.06 becomes 1.1; 0.74 becomes 0.7; etc.

3.4.13.3.2 A single Airport Average Baggage Charge per ATM will be published in the Conditions of Use to which this baggage weighting factor will be applied. This will be (Airport Average Departing Baggage Charge per ATM + Airport Average Arrival Baggage Charge per ATM), adjusted as necessary to ensure no over or under recovery of the cost that might arise through the rounding of weightings.

3.4.13.3.3 New airlines or airlines with fewer than 100 departing ATMs in the prior year will be charged at the airport average rate.

3.4.14 On-Airport Check in Passenger Rebate Process

3.4.14.1 GAL will set in advance the percentage of each airline’s departing passengers that will be charged as on-airport check in passengers, based on returns submitted in the 12 months ending 31 December each year. Charges for 1 April 2014 to 31 March 2015 will be based on returns submitted for the period 1 January 2013 to 31 December 2013. If a minimum of 3 months of returns have not been submitted or are not available (including for new airlines) GAL proposes to charge all departing passengers as on-airport check-in passengers.



3.4.14.2 In order for an airline's 2014/15 on-airport passenger ratio to be set at a rate below 100% data should be submitted to GAL by 31 January 2014. Monthly "Departing Passenger Using Check in facilities" returns should be sent to Airline_Data@gatwickairport.com using the standard template available from GAL. A minimum of three months data will be required in order to calculate an average for an individual airline.

3.4.14.3 Based on this approach each airline will be aware of the charges per check-in passenger it will need to pay during the year ahead. But, also it would be aware that changes in its check-in policies and performance will have an effect on its relative charges in subsequent years.

3.4.15 By 31 December in each year GAL shall provide Operators with a statement of actual costs and revenues in respect of the Check in and baggage services for the year ending the previous 31 March

Airside Coaching charges

3.4.16 Operators shall pay the charges agreed between Operators and the airside coaching provider for airside coaching as set out in Appendix VII of the Schedule of Charges.

3.4.17 In the event of an Operator failing to pay any charges payable under Condition 3.4.16 when due Gatwick Airport Limited shall be entitled to set off against any amount so due any rebate due to the Operator pursuant to Condition 3.2.3.

4. Rebates

4.1 Training flights

4.1.1 The Chief Executive Officer of Gatwick Airport Limited has discretion to negotiate agreements at special rates for flying training programmes to be carried out at the airport.

4.1.2 The Chief Executive Officer may determine special rates for programmes of test and training flights by helicopters.

4.2 Positioning flights

4.2.1 The Chief Executive Officer of the airport has discretion to grant a 100% rebate of the charge on landing of aircraft positioning empty for public transport flights. For this purpose, a public flight shall be any flight operated for hire or reward by an aircraft with a Maximum Take Off Weight in excess of 16 metric tonnes or such a flight by a smaller aircraft, where carriage is offered to the public on a regular basis according to a published timetable. This rebate will not be granted on flights resulting from a diversion because of bad weather.

4.2.2 Prior written application for permission to make the flight and for the grant of the rebate must be made to the Chief Financial Officer.

4.3 Other rebates

4.3.1 The Chief Executive Officer of Gatwick Airport Limited has the discretion to abate or waive landing, departing passenger or parking charges for any specified category of traffic and/or when they consider it is in the interest of Gatwick Airport Limited to encourage the development of traffic at the airport.



5. Price Commitment

- 5.1 Gatwick Airport Limited agrees to comply with the price commitments set out in Schedule 2 throughout the Term.

6. Service Standards Commitment

- 6.1 The Airline Service Standards are set out in Appendix II to Schedule 3. An Operator that has not met the applicable Airline Service Standards Target Level as set out in Appendix II to Schedule 3 will have its entitlement to Core Service Rebates reduced, in accordance with paragraph 3 of Schedule 3.
- 6.2 The Core Service Standards are set out in Appendix I to Schedule 3.
- 6.3 The Core Service Rebate is the amount payable by Gatwick Airport Limited to Operators paying Core Service Charges for commercial passenger services operated under the Conditions of Use or similar charges for commercial passenger services under the terms of Bilateral Contracts where the application of the Core Service Standards have not been waived or replaced ("Qualifying Operators"), for a failure by it to meet the Core Service Standards Rebate Level as set out in Appendix I to Schedule 3 and calculated in accordance with Schedule 3 paragraphs 1 and 2. In any Relevant Year the Service Rebate Percentage shall not exceed 7% of revenue from Core Service Charges payable by Qualifying Operators in that year.
- 6.4 The Core Service Rebate shall be paid quarterly, within one month of the end of each quarter (being June, September, December, March). The rebates shall be calculated by terminal (with the exception of airfield availability which will be calculated at an airfield level and the same percentage applied to both terminals) by month and allocated to the Operators that used the terminal pro-rata with the Core Service Charges payable in that month.
- 6.5 Rebates payable within a relevant year will be based on a forecast of Core Service Charges revenue for that year, for each terminal. To the extent that actual revenues differ from forecast revenues, rebates will be recalculated and under- or over- payments of rebate will be reconciled and paid or invoiced (as appropriate) within 1 month of the publication by Gatwick Airport Limited of its annual report & accounts.

7. Continuity of Service Plan, Operational and Financial Resilience

- 7.1 Gatwick Airport Limited shall prepare and at all times maintain a continuity of service plan. The plan shall describe such legal, regulatory, operational and financial information that an administrator, receiver, or new management might reasonably be expected to require, in addition to the aerodrome manual and other statutory or regulatory documents which Gatwick Airport Limited is required to maintain, in order for it to efficiently carry out its functions and to remain compliant with its aerodrome licence. Gatwick Airport Limited shall supply such continuity of service plan to the CAA by 1 October 2014 and shall make such reasonable amendment to the form, scope and content of the plan as the CAA may reasonably require. Gatwick Airport Limited shall provide the CAA with details of any material variations to the continuity of service plan.
- 7.2 Gatwick Airport Limited will develop and maintain an operational resilience plan which will set how it intends to operate an efficient and reliable airport to the levels required by the Core Service Standards or otherwise agreed with users and, in particular, how it will secure the availability and continuity of airport operation services, particularly in times of disruption. Gatwick Airport Limited will consult annually on the resilience plan with all interested parties including the CAA.



- 7.3 In pursuance of the above obligation Gatwick Airport Limited will by 1 October 2014 publish one or more plan(s) or other documents setting out the principles, policies and processes by which it will comply with Condition 7.2. Such plans and any amendments will have regard to any relevant guidance issued by the CAA.
- 7.4 Prior to publishing any plans or other documents under Condition 7.2. Gatwick Airport Limited shall consult all relevant parties on those plans or documents in a fair and timely manner providing consultees with an adequate level of information.
- 7.5 Gatwick Airport Limited shall so far as is reasonably practicable coordinate and cooperate with all relevant parties at the airport to meet the requirements of this operational resilience commitment and shall at least twice a year hold a meeting to which all relevant parties or organisations representing them shall be entitled to attend to discuss any issues pertinent to this operational resilience commitment.
- 7.6 All providers of air transport services and ground handlers shall use best endeavours to cooperate with Gatwick Airport Limited in implementing the plan(s)
- 7.7 During periods of service disruption Gatwick Airport Limited shall use reasonable endeavours to coordinate the communication of operational information and to ensure the provision of timely, accurate and clear information about its operations to users of air transport services as well as information as to their rights under denied boarding regulations.
- 7.8 The Directors of Gatwick Airport Limited will provide an annual confirmation of adequate financial resources to operate the airport and provide the Core Services; and
- 7.9 Gatwick Airport Limited shall not amend, vary, supplement or modify or concur in the amendment, variation, supplementation or modification of any of its finance documents in respect of credit rating requirements (whether in each case in the form of a written instrument, agreement or document or otherwise (a "Variation") unless it has given prior written notice thereof to the CAA. Gatwick Airport Limited shall, as soon as reasonably practicable notify the CAA of the possibility of any such Variation; and provide a summary of the executed change. The provisions of this Condition shall not apply to any administrative or procedural variation.

8. Investment and Consultation Commitment

- 8.1 Gatwick Airport Limited shall maintain the airport to comply with all applicable safety and environmental requirements and to maintain and develop the infrastructure of the airport to enable the Core Service Standards to be met. In complying with the immediately preceding obligation Gatwick Airport Limited shall invest at least £700m (Seven Hundred million pounds) during the Term.
- 8.2 Gatwick Airport Limited will undertake consultation in relation to the capital investment to be undertaken during the Term in accordance with the provisions of Schedule 4.

9. Financial Information Commitment

- 9.1 To ensure there continues to be the provision of sufficient information for Operators to understand whether charges are reasonable, Gatwick Airport Limited will ensure that throughout the Term it provides either through its statutory accounts or through a separate audited statement a level of disclosure in relation to operating costs, revenues, fixed asset base, depreciation and capital expenditure equivalent to the level of disclosure in its statutory accounts for the year ended 31 March 2012.



9.2 During each year of the Term Gatwick Airport Limited shall publish a statement of its assessment of the value of its asset base. This will set out the underlying assumptions and calculations, including: the initial asset based (carried forward from the end of the prior year); depreciation; additions; disposals; indexation factors; other adjustments that may be relevant; and the closing asset base (carried forward to the start of the next year).

10. Contacts

10.1 General

Registered name and address:
Gatwick Airport Limited
5th Floor, Destinations Place, South Terminal
West Sussex RH6 ONP United Kingdom

General enquiries: +44 (0) 844 335 1802
Website: www.gatwickairport.com

10.2 Airport Charges and Specified Pricing

For all charges and pricing related enquiries please use the contact details outlined below. The 2014/15 charges have been consulted on with Operators and other Non-Airline organisations operating at Gatwick. For any questions relating to the consultation process or the level of charges referred to in Appendices I – VI above, please contact:
Tania Rameswaran: (tania.rameswaran@gatwickairport.com) / 01293 501 214

10.3 General Operational

For all operational enquiries please use the contact details outlined below, for the relevant person.

10.3.1 For questions relating to the Bus & coach operation:
Jeremy Bennett: (jeremy.bennett@gatwickairport.com) / 07802 931 877

10.3.2 For questions relating to Check-in & Baggage:
Terminal Duty Manager: 01293 507446

10.3.3 For question relating to Environment and Schemes to encourage alternative modes of transport:
Tom Denton: (tom.denton@gatwickairport.com) / 01293 501 369

10.3.4 For questions relating to Staff ID Passes:
Maria Mayhew: (maria.mayhew@gatwickairport.com) / 01293 504 363

10.3.5 Electricity, Water and Sewerage and Gas:
Martin Bilton: (martin.bilton@gatwickairport.com) / 01293 503 045

10.3.6 Fixed Electric Ground Power:
Keith Robson: (keith.robson@gatwickairport.com) / 07775 78 8906

10.3.7 Staff Car Parking:
Dianne Reynolds: (dianne.reynolds@gatwickairport.com) / 01293 501 119

10.3.8 Airside Licences:
Airdat.org: (info@airdat.org / 01227 200 066)



10.4 PRM

10.4.1 Assistance for passengers:

South Terminal Landside Internal: 507618 (External Contact : 01293 507618)
South Terminal Airside Internal: 698574 (External Contact : 01293 508574)
North Terminal Landside Internal: 692007 (External Contact : 01293 502007)
North Terminal Airside Internal: 694313 (External Contact : 01293 504313)

10.4.2 Operational matters

1st Contact	Duty Managers	PRM Duty Manager	07767 003 906
1st escalation	Alex Lear	PRM Operations Manager	07767 004393
2nd escalation	GMC Leaders	gmc.leaders@gatwickairport.com	

10.5 Data Delivery: traffic.charging@gatwickairport.com

10.6 AOC: Ian Envis : (envistribe@msn.com) / 07785 231 936

10.7 ACC: Jo Rettie (jorettie@mac.com) / 0785231936

10.7 Passenger Feedback: Jamie Moore: (jamie.moore@gatwickairport.com) / 01293 503009



Schedule 1 (Charges effective from 1st April 2014)**Appendix I: Schedule of airport charges effective from the 1st of April 2014**

Charge element	Season	Time	Noise Certification	2014/15 Tariff
Landing	Summer (1 April - 31 October)	Base (05:00 - 18:59)	Chapter 2 and non certificated	£2,782.61
			Chapter 3 high	£1,391.31
			Chapter 3 base	£667.40
			Chapter 3 minus	£600.67
			Chapter 4	£567.30
		Off Peak (19:00 - 04:59)	Chapter 2 and non certificated	£913.32
			Chapter 3 high	£456.66
			Chapter 3 base	£219.06
			Chapter 3 minus	£197.16
			Chapter 4	£186.20
	Winter (1 November - 31 March)	Off Peak (05:00 - 23:59 00:00 - 04:59)	Chapter 2 and non certificated	£913.32
			Chapter 3 high	£456.66
			Chapter 3 base	£0.00
			Chapter 3 minus	£0.00
			Chapter 4	£0.00
Take-Off	Summer (1 April - 31 October)	Peak (applicable for departures in July and August only) (05:00 - 08:59)	Chapter 2 and non certificated	£3,003.33
			Chapter 3 high	£1,501.67
			Chapter 3 base	£1,001.11
			Chapter 3 minus	£901.01
			Chapter 4	£850.94
		Base (05:00 - 18:59) In July and August the Base charge is applicable from (09:00 - 18:59)	Chapter 2 and non certificated	£2,782.61
			Chapter 3 high	£1,391.31
			Chapter 3 base	£667.40
			Chapter 3 minus	£600.67
			Chapter 4	£567.30
	Off Peak (19:00 - 04:59)	Chapter 2 and non certificated	£913.32	
		Chapter 3 high	£456.66	
		Chapter 3 base	£219.06	
		Chapter 3 minus	£197.16	
		Chapter 4	£186.20	
	Winter (1 November - 31 March)	Off Peak (05:00 - 23:59 00:00 - 04:59)	Chapter 2 and non certificated	£913.32
			Chapter 3 high	£456.66
			Chapter 3 base	£0.00
			Chapter 3 minus	£0.00
			Chapter 4	£0.00
NOx charge				£2.75
Helicopter				£152.51
Towing Rebate				-£150.00
Departing Passenger charge	Domestic charge per departing passenger			£9.22
	International charge per departing passenger			£12.29
	Irish charge per departing passenger			£11.06
	Minimum Charge per departing ATM (passenger flights)			£222.51
	Minimum Charge per departing ATM (non-passenger flight)			£222.51
	Remote stand rebate arriving and departing passengers (all pax)			-£2.80
Parking charge	Fixed charge per 5 minutes <50 metric tonnes			£2.83
	Fixed charge per 5 minutes ≥ 50 and ≤ 200 metric tonnes			£5.65
	Fixed charge per 5 minutes >200 metric tonnes			£8.48
	Peak period multiplier (06:00 - 11:59)			x3



Appendix II: Utilities charges

Utilities	Prices	Units
Electricity (supply and use of GAL LV infrastructure)	£0.16	per KWh
Electricity (supply only)	£0.15	per KWh
Water (supply and use of GAL waste water infrastructure)	£3.19	per cubic metre
Water (use of GAL waste water infrastructure only)	£1.21	per cubic meter
Gas	£0.93	pence per Therm
Fixed Electrical Ground Power (FEGP)	£8.60	per hour

Appendix III: Bus and coach charges

Bus and Coaching	Prices	Units
Scheduled	£5.55	per movement
Chartered	£15.40	per visit

Appendix IV: PRM charges

PRM pre-notification bands	Prices	Units
>14 days notification	£0.15	Per departing passenger
>24 hours notification	£0.25	
>2 hours notification	£0.40	
<2 hours notification	£1.05	

Appendix V: Check in and baggage charges

An Operator of a scheduled or chartered ATM with Terminal Departing Passengers shall pay the following charges with respect to Check in and Baggage.

Metric of use	Prices	Unit charge
Departing Passenger using check-in facilities	£0.23	per passenger
Departing Hold Bag	£0.44	per bag
Transfer Bag	£0.15	per bag
Departing ATM (refer to 3.4.13)	£91.39	per ATM multiplied by the 'Airline combined baggage weighting factor'
Departing Passenger	£0.11	per passenger



Appendix VI – Staff Car Parking, Airside Operators Licence and Staff ID charges

Staff car parking / airside Operators licence	Prices
Staff car parking	£544.60 per pass per year (including £10 transport levy)
Airside Operators licence	£640 per licence per 2 year period

Staff ID passes	Prices	Notes
Critical part pass issue (including vetting) or reissue due to misuse	£80.00	Per pass
Landside pass issue or reissue 30 day escorted pass issue including vetting Reissue of critical part pass (non-misuse)	£40.00	Per pass
Vetting with no pass issue	£40.00	Per pass
Temporary 1 – 5 day escorted pass (non-contractor)_	£20.00	Per pass
Landside and controlled area lost/stolen replacement	£40.00	Per pass
Apron vehicle pass (all durations)	£20.00	Per pass
Un-surrendered pass (including vehicles)	£250.00	After 60 days

Appendix VII: Airside Coaching Charges

Units	Prices
Per Pax	£1.11
Per Crew	£16.00



Schedule 2: Price Commitment

- 1 For the purposes of this Schedule, the following definitions apply:
- 1.1 'Aggregate Blended Revenue' or ' R_t ' is the sum in a Relevant Year of:
- 1.1.1 revenue arising from Core Service Charges and Selected Ancillary Service Charges for relevant commercial passenger services operated under the terms of the published airport tariff set out in the Conditions of Use; and
- 1.1.2 revenue arising from charges equivalent to the Core Service Charge and Selected Ancillary Service Charges for relevant commercial passenger services operated under the terms of Bilateral Contracts but excluding revenue from any other charges not included within the definition of Core Service Charges or Selected Ancillary Service Charges whether levied under the terms of these Conditions or under the terms of Bilateral Contracts or separate commercial arrangements.
- 1.2 'Aggregate Core Revenue' or ' T_t ' means the sum in a Relevant Year of:
- 1.2.1 revenue arising from Core Service Charges and Selected Ancillary Service Charges for relevant commercial passenger services operated under the terms of the published airport tariff set out in the Conditions of Use; and
- 1.2.2 revenue arising from charges equivalent to the Core Service Charge and Selected Ancillary Service Charges for relevant commercial passenger services operated under the terms of Bilateral Contracts, but substituting for the actual revenue received the revenue that would have been received if such services had been offered and charged under the terms of the Schedule of Charges set out in the then applicable Conditions of Use but excluding revenue from any other charges not included within the definition of Core Service Charges or Selected Ancillary Service Charges whether levied under the terms of these Conditions or under the terms of Bilateral Contracts or separate commercial arrangements.
- 1.3 'Bilateral Contracts' means any contract relating to Airport Charges payable between an Operator and Gatwick Airport Limited other than the Conditions of Use.
- 1.4 'Core Services' means such services and facilities in connection with the landing, parking or taking off of aircraft at the airport as were provided as at 1st April 2013 in consideration of charges, whether specifically referable to such services or facilities or not, levied under Appendix I (Schedule of airport charges) of the Gatwick Airport Conditions of Use effective from 1st April 2013 including those charges determined by reference to number of passengers on board the aircraft, any separate charge for aerodrome navigation services and charges levied on aircraft passengers with their arrival at, or departure from, the airport by air. Services or facilities which would have been provided for such charges as at 1st April 2013 but for the facility or service being unserviceable or subject to refurbishment shall fall within the definition of Core Services.
- 1.5 'Core Service Charges' means those charges referred to in Appendix I of the Schedule of Charges as may be varied from time to time with the exception of any charges levied in respect of whole plane cargo flights, positioning flights and general and business aviation.
- 1.6 'Core Yield' means the Aggregate Core Revenue divided by the total number of Passengers using the airport in any Relevant Year.



- 1.7 'Blended Yield' means the Aggregate Blended Revenue divided by the total number of Passengers using the airport in any Relevant Year.
- 1.8 'Cumulative Gross Revenue Difference' or 'CGRD_t' is calculated as follows:

$$CGRD_t = (T_t - Q_t \cdot GY_t) + CGRD_{t-1} (1 + I_{t-1})$$
and where $CGRD_{2013/14} = 0$
- 1.9 'Cumulative Net Revenue Difference' or 'CNRD_t' is calculated as follows:

$$CNRD_t = (R_t - Q_t \cdot NY_t) + CNRD_{t-1} (1 + I_{t-1})$$
and where $CNRD_{2013/14} = 0$
- 1.10 'Indicative Net Yield Profile' for a Relevant Year or 'NY_t' is calculated as follows:

$$NY_t = U_t + S_t$$
- 1.11 'Indicative Gross Yield Profile' for a Relevant Year or '(GY_t)' is defined as:

$$GY_t = W_t + S_t$$
- 1.12 'I_{t-1}' means the annual percentage interest rate equal to the sum of:
- 1.12.1 the average of the UK Treasury Bill Discount Rate (expressed as an annual percentage interest rate) published weekly by the Bank of England, during the 12 months from the beginning of September in t-1 to the end of August in the Relevant Year; and
- 1.12.2 if the CNRD_{t-1} or the CGRD_{t-1} to which the indexation rate is being applied has a positive value, 3%, otherwise, 0%.
- 1.13 Selected Ancillary Service Charges means charges for other services provided by Gatwick Airport namely: Staff ID, airside licences, FEGP (net of the cost of electricity), Airside Parking, Hydrant Refuelling
- 1.14 'Q_t' means the total number of Passengers using the airport in a Relevant Year.
- 1.15 'Relevant Year' or 't' means the period of twelve months ending on 31 March in each year and 't-1' means the year immediately preceding 't'.
- 1.16 'RPI_{t-1}' means the percentage change (positive or negative) in the RPI All Items Index (CHAW): Jan 1987=100 published by Office for National Statistics between August in year t-1 and the immediately preceding August.
- 1.17 "S_t" means the permitted security cost per passenger in relevant year t, if any, being: the aggregate of:
- 1.17.1 90% of the amount by which the increase, or decrease, in security costs at the airport in year t, which arise as a result of a change in required security standards at the airport, exceeds £1.75m; and
- 1.17.2 the cost of installing new hold baggage screening equipment in order to meet the requirements of the Department for Transport, the European Commission or other aviation security regulator consulted on by Gatwick Airport Limited in accordance with the capital investment programme consultation process. The cost in year t will be calculated by amortising the capital costs and associated funding costs over the assessed life of the equipment, in equal annual amounts divided by (Q_t).



1.18 'U_t' is the underlying net yield in Relevant Year t, calculated as follows:

$$U_t = U_{t-1} (1 + RPI_{t-1}) \text{ where } U_{2013/14} = \text{£}8.894$$

1.19 "W_t" is the underlying gross yield in Relevant Year t, defined as:

$$W_t = W_{t-1} (1 + RPI_{t-1} + 1\%) \text{ and,}$$

$$W_{2013/14} = U_{2013/14}$$

- 2 The amount by which the actual Core Yield differs from the Indicative Gross Yield Profile in a Relevant Year will generate a revenue difference which, over the course of the Term, will give rise to the Cumulative Gross Revenue Difference (CGRD_t). Gatwick Airport Limited shall ensure that the Cumulative Gross Revenue Difference does not exceed:
- 2.1 £10 million in any Relevant Year during the Term; and
- 2.2 nil at the end of the Term.
- 3 The amount by which the actual Blended Yield differs from the Indicative Net Yield Profile in a Relevant Year will generate a revenue difference which, over the course of the Term, will give rise to the Cumulative Net Revenue Difference (CNRD_t). Gatwick Airport Limited shall ensure that the Cumulative Net Revenue Difference does not exceed nil at the end of the term.
- 4 The Indicative Net Yield Profile and the Indicative Gross Yield Profile represent the intended yield profiles of Gatwick Airport Limited in setting the Core Service Charges. They are indicative only and actual yield profiles may vary due to unanticipated circumstances, deliberate business decisions including responses to market conditions or to adjust for prior year under or over recoveries.
- 5 GAL shall set the Core Service Charge in any Relevant Year with the intent that the Core Yield in that year shall not exceed the Core Yield in the prior year by more than RPI + 10% unless it is required to do so to attain a CGRD_{2020/21} equal to zero.
- 6 Any amendment to the Indicative Gross Yield Profile may be made by Gatwick Airport Limited if:
- 6.1 consent to that amendment is given in writing by:
- 6.1.1 Operators carrying at least 67% of passengers (in the 12 months immediately preceding the date on which Gatwick Airport Limited notified Operators of the proposed amendment to the Indicative Gross Yield Profile) on airlines operating at the airport paying the Core Service Charge or under Bilateral Contracts (where such contracts adopt the airport tariff as a reference price index) and
- 6.1.2 by Operators representing at least 50% of the Operators responding in writing; or
- 6.2 following the completion of the work of the Airports Commission the Government support the development of a second runway at Gatwick Airport, to allow for the recovery of the reasonable costs (capital, operating and financing) of applying for planning permission for a second runway and the subsequent development of the second runway and associated airport infrastructure. Any amendment to the Gross Yield Profile for recovery of such costs will follow any policy guidance that may be issued by the CAA in relation to the recovery of costs of new runway development for price regulated airports.



- 7 When undertaking the annual consultation on airport charges, Gatwick Airport Limited will publish the Cumulative Gross Revenue Difference and the Cumulative Net Revenue Difference for prior years (updating using actuals data when available), and estimates of the Cumulative Gross Revenue Difference and the Cumulative Net Revenue Difference for the current year and the following year (including underlying assumptions and estimated data).
- 8 Gatwick Airport Limited shall notify the CAA and all Operators at the airport at least 2 years prior to the end of the Term of its intention with regards to the continuation of commitments, if any, on pricing, service standards, continuity of service, operational and financial resilience, investment consultation and financial information.
- 9 Gatwick Airport Limited shall make available Core Services to all Operators at the Core Service Charges rate as amended from time to time.
- 10 Subject to complying with paragraph 9 above Gatwick Airport Limited may offer enhancements or additions to the Core Services either under Bilateral Contracts or at charges separate from the Core Service Charges.



Schedule 3: Service Commitments

1. The Core Service Rebate to Qualifying Operators in the aggregate in month 'j' shall be calculated as:

$$\text{Core service rebate}_{T,j} = \text{Service Rebate Percentage}_{T,j} \times \text{Annual Core Service Charge}_T$$

Where:

$$\text{Annual Core Service Charge}_T =$$

in respect of terminal "T", in relevant financial year ending 31 March, the annual revenue arising from Core Service Charges or equivalent charges under Bilateral Contracts for relevant commercial passenger services operated by Qualifying Operators under the terms of the published airport tariff set out in the Conditions of Use.

The rebate by each terminal will be allocated to Qualifying Operators that used the terminal pro-rata with the Core Service Charges or equivalent charges under Bilateral Contracts payable by each Qualifying Operator in relation to that terminal in that month. The deduction to be made from this rebate amount if a Qualifying Operator fails to meet airline standards will be calculated as:

$$\text{Deduction from Core Service Rebate}_{a,T,j} = \text{Airline Standard Reduction Percentage}_{a,T,j} \times \text{Core Service Charge}_{a,T,j}$$

For the avoidance of doubt, the deduction only operates to reduce the Core Service Rebate (if any) payable by GAL to a Qualifying Operator; it cannot result in a payment due from the Qualifying Operator to GAL.

2. The Service Rebate Percentage in month 'j' for each terminal 'T' shall be calculated as follows:

$$\text{Service Rebate Percentage}_{T,j} = \frac{\sum_{\text{Standard } i} 2 \times (p_{i,T} / 12) \times (x_{i,T,j})}{2}$$

Where:

$p_{i,T}$ = the maximum potential Core Service Standard rebate percentage for standard "i", for terminal "T", as set out in Appendix 1 to this Schedule, if the standard "i", for terminal "T", in month "j" is greater than or equal to the Core Service Standard rebate level, as set out in Appendix 1 to this Schedule then $x_{i,T,j} = 0$ if the standard "i", for terminal "T", in month "j" is less than the Core Service Standard rebate level, as set out in Appendix 1 to this Schedule, then $x_{i,T,j} = 1$ or, 1.25, in relation only to Selected Passenger Facing Measures, if the relevant standard "i", for terminal "T", in months "j" and in each of the six immediately preceding months (i.e. "j-1", "j-2", "j-3", "j-4", "j-5", "j-6") is or was less than the Core Service Standard rebate level, as set out in Appendix 1 to this Schedule 3. Provided that the maximum aggregate Service Rebate Percentage payable in relation to all Selected Passenger Facing Measures shall not exceed 2.85% in any financial year ending 31 March; or 0, if prior to month "j" there have been any six or more months in a relevant financial year ending 31 March in which the standard "i", for terminal "T" was less than the service rebate level, as set out in Appendix 1 to this Schedule. This provision applies in precedence to, and overrides, the provisions above providing for the calculation of $x_{i,T,j} = 1$ or 1.25

For the purposes of this calculation, the Selected Passenger Facing Measures comprise: Departure Lounge Seat Availability; Cleanliness; Way-Finding; Flight Information; Central Passenger Search (times < 5 minutes, times < 15 minutes); Passenger Sensitive Equipment (General); Passenger Sensitive Equipment (Priority); and Arrivals Reclaim (Baggage Carousels).



3. Airline Standard Reduction Percentage for each airline "a" shall be calculated as:

$$\text{Airline Standard Reduction Percentage}_{a,T,j} = \sum_{\text{Standard } k} r_{k,T} \times z_{a,T,j,k}$$

Where:

$r_{k,T}$ = the potential Airline Service Standard Reduction Percentage per month for standard "k", for terminal "T", as set out in Appendix II to this Schedule.

$z_{a,T,j,k} = 0$ if the standard "k", for terminal "T", in month "j" is greater than or equal to the Airline Service Standard Target Level, as set out in Appendix II to this Schedule; or
1 if the standard "k", for terminal "T", in month "j" is less than the Airline Service Standard Target Level, as set out in Appendix II to this Schedule.

4. Gatwick Airport Limited shall be under no obligation to pay the Core Service Rebate to an Operator which has failed to pay Gatwick Airport Limited any amounts due and owing under these Conditions of Use.

Amendment

5. Any amendment to the Airline Service Standards or the Core Service Standards may be made by Gatwick Airport Limited following consultation with the Gatwick Airline Operators Committee and the Gatwick Airport Consultative Committee if consent to that change is given in writing by:
- 5.1 Operators carrying at least 67% of passengers (in the 12 months immediately preceding the date on which Gatwick Airport Limited notifies Operators of the proposed amendment) travelling through the airport on airlines operating at the airport paying the Core Service Charge or operating under Bilateral Contracts which have not waived or replaced these Core Service Standards provisions and by
- 5.2 by Operators representing at least 50% of the Operators responding in writing.

Monitoring

6. Gatwick Airport Limited shall monitor and publish on the Gatwick Airport website and in the terminals a monthly report in relation to certain airport-wide activities including:
- 6.1 The Core Service Standards
- 6.2 The Airline Service Standards
- 6.3 PRM service and notification
- 6.4 On-time performance (departures and arrivals)
- 6.5 Immigration performance; and
- 6.6 ACI Airport Service Quality ranking.
7. If Gatwick Airport Limited fails to meet any Core Service Standard for any six consecutive months it will prepare an improvement plan to address the failure and will consult with the Gatwick Airline Consultative Committee and the CAA on its proposals and will then implement the improvement plan.



Schedule 3: Appendix 1 Core Service Standards (rebates)

	Standard "i"	Metric	Rebate Level	Maximum potential rebate (both terminals, unless noted)
(i)	Passenger satisfaction measures			0.80%
1	Departure Lounge Seat Availability	Moving Average QSM Score	3.8	0.20%
2	Cleanliness		4.0	0.20%
3	Way-Finding		4.1	0.20%
4	Flight Information		4.2	0.20%
(ii)	Security			2.60%
5	Central Passenger Search	Times <5 Minutes & Times <15 Minutes	95% 98%	1.0%
6	Central Passenger Search*	Day when single time slice > 30 Minutes	Single event per day	0.05% per day (0.7% max per month)
7	Transfer Passenger Search	Times <10 Minutes	95%	0.20%
8	Staff Search(Terminals and Crew)	Times <5 Minutes	95%	0.35%
9	External Control Posts Search	Times <15 Minutes	95%	0.35%
(iii)	Passenger operational measures			1.05% (ST) 1.55% (NT)
10	Passenger Sensitive Equipment (General)	% Time Available	99%	0.05%
11	Passenger Sensitive Equipment (Priority)	% Time Available	99%	0.50%
12	Inter Terminal Shuttle System	% Time 1 Car Available & % Time 2 Cars Available	99% 97%	0.50% (NT)
13	Arrivals Reclaim (Baggage Carousels)	% Time Available	99%	0.50%
(iv)	Airline operational measures			1.60%
14 a	Outbound Baggage	OBP** Daily	97%	0.175% daily 0.70% monthly (0.7% max per month)
14 b	Outbound Baggage	OBP Monthly	99%	
15	Stands	% Time Available	99%	0.05%
16	Jetties	% Time Available	99%	0.30%
17	Pier Service	Moving annual average % passengers pier served	95%	0.50%
18	Fixed Electrical Ground Power	% Time Available	99%	0.05%
(v)	Aerodrome congestion term			0.70%
19	Airfield congestion / availability	[maximum cumulative movements deferred following a material event which has a material impact]	>3**	0.70%
	Total			7.25% (NT) 6.75% (ST)

*In a day when the single time slice is greater than 30 minutes the maximum daily penalty is 0.05% with a maximum monthly penalty of 0.70%

** Refer to Gatwick Airport Core Service Standards Handbook for detail. Calculation of the passenger satisfaction measures, the security queues, the Passenger operational measures and the Airline operational measures shall be undertaken in accordance with the "Gatwick Airport Core Service Standards Handbook" annexed to these Conditions which may be amended from time to time by agreement between Gatwick Airport Limited, the Gatwick Airline Operators Committee and the Gatwick Airport Consultative Committee.



Schedule 3: Appendix II – Airline Service Standards

Standard "k"	Metric	Target Level	Reduction Percentage
Check-in performance – queue time	Times <30 Minutes	95%	1.0%
Arrivals bag performance – last bag on carousel	Times <50 Minutes (long-haul) Times <35 Minutes (short-haul)	95%	0.50%

Calculation and measurement of the Airline Service Standards will be undertaken in accordance the "Gatwick Airport Airline Service Standards Calculation Guide" annexed to these Conditions which may be amended from time to time by agreement between Gatwick Airport Limited, the Gatwick Airline Operators Committee and the Gatwick Airport Consultative Committee.



Schedule 4: Capital Investment Consultation

1. Definitions

For the purposes of this Schedule the following definitions apply:

- 1.1 'Major Development Projects', means those individual projects or individual programmes of projects in excess of £10m (excluding the Asset Stewardship Programme) and the Second Runway Project;
- 1.2 'Minor Development Projects' means those individual projects or individual programmes of projects less than £10m (excluding both the Asset Stewardship Programme and Second Runway Project); and
- 1.3 'Asset Stewardship Programme' means all asset maintenance and replacement projects in the following asset groups: Airfield, Commercial, IT, Facilities and Compliance/Risk.
- 1.4 'Commercial Return Project' is any project with associated commercial revenues that has a positive Net Present Value not taking into account incremental Airport Charges.
- 1.5 'A Dedicated Airline Project' is a project undertaken for the benefit of one or more specified airlines and which is remunerated by a separate commercial arrangement or specific airport charge payable by users of the project
- 1.6 'ACC' means the Gatwick Airport Consultative Committee

2. Airline consultative groups

- 2.1 Consultation with the airlines will need to be undertaken at a number of different levels, with groups formed appropriately:
 - 2.1.1 ACC: to consider strategic matters involving the medium- to long-term development of the airport;
 - 2.1.2 Capital sub-committee of ACC: to consider tactical matters involving the delivery by GAL of the capital development programme; and
 - 2.1.3 Working groups (informal and formal): to consider operational impacts of projects on the day-to-day activities of the airlines operating at the airport. These working groups (where required) will be project specific, involve affected airlines, and may require a formally constituted working group for significant projects requiring a high degree of airline input into the design and execution planning (e.g. check-in transformation).

3. Master Plan

Before publishing a revised Master Plan for the Airport GAL will consult with Operators and the ACC as well as other business partners and the local community.



4. **Capital Investment Programme**

- 4.1 GAL will publish annually a rolling five year Capital Investment Programme (CIP). Before publishing the CIP GAL will consult with the ACC and with the Gatwick Passenger Advisory Group such consultation to address:
- 4.1.1 the principal business drivers behind the airport's development strategy, including service levels;
 - 4.1.2 forecast traffic demand and associated demand for airport capacities and services;
 - 4.1.3 the capacities that the airport intends to provide, taken in the context of forecasted demand; and
 - 4.1.4 the cost of the capital investment programme, and the resulting effect on the asset base of the airport.
- 4.2 The forecast cost of the capital investment programme will:
- 4.2.1 summarise expenditure on each of the Major Development Projects;
 - 4.2.2 summarise aggregate expenditure on the Asset Stewardship Programme (across all five elements);
 - 4.2.3 summarise aggregate expenditure on Minor Development Projects;
 - 4.2.4 be at a level of detail that reflects the planning horizon and Tollgate status for projects, with those in the short-term being more granular and certain than those in the final years of the forecast; and
 - 4.2.5 provide an explanation as to any material differences between the latest forecast and both the prior year forecast and the forecast incorporated in Appendix C of CAP 1139

5. **Individual Major Development Project consultation**

- 5.1 As part of the annual Capital Investment Programme consultation with the ACC, GAL will consult with airlines in relation to Major Development Projects (with the exception of Commercial Return Projects and Dedicated Airline Projects) covering:
- 5.1.1 high-level options for the development of Major Development Projects and the trade-offs involved between alternatives;
 - 5.1.2 the outputs that are expected to be delivered in terms of service, capacity, operating cost, and revenue;
 - 5.1.3 scope, programme and cost of the project required to deliver the business objectives; and
 - 5.1.4 the business case for the project.
- 5.2 GAL will consult with the Capital sub-committee of the ACC in relation to the Major Development Projects at Tollgate 2, Tollgate 3, and Tollgate 4. This will require meetings on a more frequent basis than annually.



- 5.3 Following Tollgate 4, progress with the delivery of Major Development Projects will be reviewed by the Capital sub-committee of the ACC as part of its annual Capital Investment Performance Review (see below).
- 5.4 GAL will consult with the Gatwick Passenger Advisory Group in relation to Major development Projects at appropriate times in the life cycle of such projects.
- 5.5 In this paragraph 5 of Schedule 4:
- 5.5.1 Master Plan refers to the plan prepared by GAL detailing how it intends to take forward its strategic framework in the form of airport specific proposals, designed to help inform the regional and local planning processes and facilitate engagement with a wide range of stakeholders and
- 5.5.2 Tollgates 2,3 and 4 respectively refer to the launch, design and deliver tollgate stages of GAL's current project development process or the similar stages of any revised process that GAL may adopt.
- 6. Annual Capital Investment Performance Review**
- 6.1 GAL will meet annually with the Capital sub-committee of the ACC and members of the Gatwick Passenger Advisory Group to review GAL's delivery of the Capital Investment Programme, specifically:
- 6.1.1 in relation to the following 12 months:
- 6.1.1.1 the schedule and expenditure for each Major Development Project;
- 6.1.1.2 the priorities and aggregate expenditure of the Asset Stewardship Programme across each of the five broad elements (separately identifying individual projects in excess of £1m).
- 6.1.1.3 the expenditure on Minor Development Projects (separately identifying individual projects in excess of £1m).
- 6.1.2 in relation to the preceding 12 months, works undertaken and progress with:
- 6.1.2.1 each Major Development Project;
- 6.1.2.2 Minor Development Projects (separately identifying individual projects in excess of £1m); and
- 6.1.2.3 Asset Stewardship Programme across each of the five broad elements (separately identifying individual projects in excess of £1m).



Schedule 5: Data

Reference data

1. The Operator shall, or shall ensure that it's appointed handling agent, furnish on demand, and in such form as Gatwick Airport Limited may from time to time determine:
 - 1.1 fleet details including Maximum Take Off Weight (MTOW in kilograms as per Condition 1.1.18), noise characteristics of each aircraft owned or operated by the Operator and engine specifications and associated NOx levels (as per Condition 1.1.7)
 - 1.2 new and amended ownership or registration details to be advised before the 20th of the month preceding first usage
 - 1.3 scheduled time of operation (in UTC) of all flights from point of origin to Gatwick Airport with flight durations greater than 4 hours
 - 1.4 flight plan call signs matched to flight number
This data will be used to determine the level of charges due pursuant to Condition 3. If an Operator believes that any charges have been demanded in error it shall notify Gatwick Airport Limited no later than three months after the date of the invoice making the relevant charge. No investigation into alleged erroneous charging may be made in respect of late claims.
 - 1.5 All Operators are required to complete the "All Up Weight Return" form as requested by Gatwick Airport Limited so that it may update our records for charging purposes.

Payload Data

2. The Operator shall, or shall ensure that it's appointed handling agent, furnish on demand, and in such form as Gatwick Airport Limited may from time to time determine:
 - 2.1 information relating to the movement of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of those movements. This will include the information about the total number of terminal and transit passengers (including children and infants) and the total weight of cargo and mail (expressed in Kilograms) embarked and disembarked at the airport
 - 2.2 details of the Maximum Take Off Weight in respect of each aircraft owned or operated by the Operator.
 - 2.3 details of the Aircraft's Ascertained NOx Emissions in respect of each aircraft owned by the Operator.
 - 2.4 the name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.

Operational Data

- 3.1 The Operator shall also provide or ensure that its handling agent provides to Gatwick Airport Limited details of all aircraft operations by the timely transmission of complete and accurate operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communications standards. The required operational data includes:



- 3.1.1 aircraft registration (including aircraft substitutions)
- 3.1.2 variations to schedule (including flight number, aircraft type, route and scheduled time of operation)
- 3.1.3 estimated times of operation
- 3.1.4 actual times of arrival (on runway)
- 3.1.5 actual times on and off stand and time of ATC clearance to start engines and push back
- 3.1.6 stand departure delays greater than 15 minutes including complete delay codes
- 3.1.7 turnaround linked flight numbers and registrations (including changes)
- 3.1.8 advance passenger details – forward booking information
- 3.1.9 baggage information messages (BIM’s): BTM, BSM, BPM, BUM, BNS, BCM
- 3.1.10 misconnected baggage information – MSF world tracer report

3.2 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 (cml)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
BSM	BAGGAGE SERVICE MESSAGE	IATA RP	1745
MSF	WORLD TRACER FAULT STATION LOG		

3.3 Gatwick Airport Limited 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	011
Form of INTERLINE BAGGAGE TAG	IATA RES	740

3.4 Messages to be sent as follows:

Address LGWPA7X MVT, LDM, SLS, DIV,ASM
 Address LGWPA7X PTM, MSE, PSM and forward booking information
 SITA MDS (Message Distribution Service) all Baggage Information Messages (BIM’s)

3.5 All Operators are asked to submit pre-notification data for their PRM passengers in the following way.

SITA address for INFORM: LGWOCCR



Email address for INFORM: If you do not have a SITA, OCS will have another real time option of pre-booking passengers for the PRM service at Gatwick by using email as follows:

Email address: LGWPRMControlCentre@ocs.co.uk

Format of the SITA/email needs to be in a recognised IATA format, the subject must start with PAL or CAL. The format detailed below should be followed as this is automatically picked up by the system:

PAL
ZB742/03 SEP LGW PART 1
1 HARRIS/RUTH. R/WCHR
END PAL

If passenger pre-notification is sent via email the email subject line must begin with either the words PAL or CAL. The body of the email must immediately begin with the PAL or CAL, with no salutations or line breaks. PRM email address is detailed above.

The SSR codes which are acceptable and will ensure correct allocation within the "Inform Allocation System" are detailed below. Please adhere to this list when notifying of a PRM passenger.

WCHR	Passenger cannot walk long distance, but can ascend/descend stairs
WCHS	Passenger cannot walk long distance, is unable to ascend/descend stairs but can move inside the cabin unaided
WCHC	Passenger unable to walk at all, cannot ascend/descend stairs and cannot move inside the cabin. Will need to be lifted in and out of seat on board the aircraft.
BLND	Passenger is blind or visually impaired
DEAF	Passenger is deaf or hearing impaired
DPNA	Passenger has a mental or sensory disability
PETC	Passenger is travelling with an assistance dog
STCR	Passenger is being transported in a medical stretcher on-board the aircraft. These passengers are often travelling with medical personnel and will be meeting a pre-arranged ambulance or transport
WCMP	To be used in addition to another SSR code, this will indicate passenger has their own wheelchair or mobility aid which is Manually Powered
WCBD	To be used in addition to another SSR code, this would indicate the passenger is travelling with their own wheelchair or mobility aid which is Battery powered with a Dry cell
WCBW	To be used in addition to another SSR code, this will indicate passenger is travelling with their own wheelchair or mobility aid which is Batter powered with a Wet cell
WCLB	To be used in addition to another SSR code, this will indicate passenger is travelling with their own wheelchair or mobility aid which is powered by a Lithium ion Battery

Check In Desk information

4. All Operators are required to submit within 14 days of the end of each month the details of "Departing Passenger Using Check in facilities" for that month, using the template obtainable from Gatwick Airport Limited. Details to be provided are outlined below.
 - 4.1 Departing passenger using check in facilities at the airport to complete passenger acceptance, using one of the following methods:
 - Traditional check in desk (attracts the "Departing Passenger Using Check in facilities")
 - CUSS terminal (attracts the "Departing Passenger Using Check in facilities")
 - Bespoke self-service at the airport (attracts the "Departing Passenger Using Check in facilities")



4.2 Departing passenger checking in off airport but completes a visa check at the airport to complete passenger acceptance (attracts the "Departing Passenger Using Check in facilities")

4.3 Departing passenger checking in off airport:

- Bag drop only (does not attract the "Departing Passenger Using Check in facilities ")
- Straight through to security (does not attract the "Departing Passenger Using Check in facilities ")
- Transfer passenger (does not attract the "Departing Passenger Using Check in facilities ")

Data verification

5.1 Gatwick Airport Limited may request, within 60 days of departure, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NOx emissions level. The Operator shall, following a request in writing made by Gatwick Airport Limited, supply it with the original copies of such documents.

5.2 Where the Operator, or its handling agent, fails to provide the information required in paragraph 2 of this Schedule (payload data) within the period stipulated herein Gatwick Airport Limited shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger capacity of the aircraft, the Maximum Take Off Weight and the maximum NOx emissions level of the aircraft type.

Data delivery

6. Queries regarding data delivery should be addressed to: Email: traffic.charging@gatwickairport.com

