

**Licence granted to**

**GATWICK AIRPORT LIMITED**

**by the Civil Aviation Authority**

**under section 15 of the Civil Aviation Act 2012**

**on 13 February 2014**

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Consolidated Version.

Date on which latest changes took effect:

18 June 2021

1 May 2014

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## Part A: Scope and interpretation of the Licence

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### 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**

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### **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

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### 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:
- (a) in the circumstances set out in the modification provisions of the Commitments (as defined in Condition C1.7(c)); or
  - (b) in accordance with Condition C1.6.
- C1.5 Modifications can be made to the Commitments under Condition C1.4(a) at any time.
- C1.6 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.

## Definitions

C1.7 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 C1.6 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; and
- (c) the modification provisions of the Commitments referred to in Condition C1.4(a) means the modification provisions set out at:

- (i) Condition 8.2 of the Conditions of Use (investment and consultation commitment);
- (ii) paragraph 3 of Schedule 2 to the Conditions of Use (price commitment);
- (iii) paragraph 5 of Schedule 3 to the Conditions of Use (service commitments); and
- (iv) the final paragraph in Schedule 3 Appendix I to the Conditions of Use (core service standards).

## Part D: Financial Conditions

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### 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;

(d) the shadow Regulatory Asset Base means the asset base calculated annually in accordance with guidance issued by the CAA from time to time and provided to the CAA on a confidential basis.

## Modifications to the Licence (not forming part of the Licence)

Date of modification	Effective date of modification	Condition(s)	Effect of modification
6 May 2021	18 June 2021	Condition C1 Condition D1.5 and D1.10  Appendix: Conditions of Use	Introduced new Commitments for the price control period from 1 April 2021 to 31 March 2025.  Minor drafting changes to provide clarity.
1 May 2014	1 May 2014	Appendix: Conditions of Use	Core service standards – pier service and outbound baggage daily performance targets.  Pier service metric and associated calculations.  Outbound baggage metric and associated calculations.  Amended trial information for check-in queue measurement.  Amended definition for arrivals baggage target.

## **Appendix: The Commitments, as set out in the Gatwick Conditions of Use**

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# Gatwick Airport: Conditions of Use 2021/22



Gatwick Airport Limited  
West Sussex, RH6 ONP

Telephone: 0844 335 1802 (General)

The registered office for this company is at:  
5th Floor  
Destinations Place  
South Terminal  
Gatwick Airport  
West Sussex, RH6 ONP



## Preface

(This is not part of the Conditions of Use)

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 1<sup>st</sup> April 2021.

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](http://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 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 'Jet aircraft' means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.1.16 'Legislation' means
- 1.1.16.1 all Acts of Parliament; and
- 1.1.16.2 all Statutory Instruments; and
- 1.1.16.3 any regulations or directions made pursuant to such Acts of Parliament or Statutory Instrument; and
- 1.1.16.4 all directly applicable EU Regulations; and
- 1.1.16.5 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.
- 1.1.17 '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.
- 1.1.18 'Non-Jet aircraft' means an aircraft which is not a jet aircraft.
- 1.1.19 'Operator' in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.1.20 'Passenger' means any persons carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.
- 1.1.21 'Schedule of Charges' means the Schedule of Charges annexed to as Schedule 1.
- 1.1.22 'Term' means the period from 1 April 2021 to 31 March 2025.
- 1.1.23 'Terminal Arriving Passenger' means any passenger aboard an aircraft at the time of landing other than a Transit Passenger.
- 1.1.24 'Terminal Departing Passenger' means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.



- 1.1.25 'Time of Landing' means the time recorded by the air navigation services provider as the time of touch down of an aircraft.
- 1.1.26 'Time of Take off' means the time recorded by the air navigation services provider as the time when the aircraft is airborne.
- 1.1.27 '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.
- 1.1.28 '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.
- 1.1.29 '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, except where required by legislation or to comply with a licence modification made by the CAA under Section 22 of the Civil Aviation Act 2012, no variation which has effect before 1st April 2025 may be made to the following Conditions and Schedules:
- Condition 1.1.22 (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) other than in accordance with Condition 8.2
  - Condition 9 (Financial Information Commitment)
  - Schedules 2, 3 and 4 other than in accordance with the variation provisions contained in paragraph 3 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.

**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 Subject to and save for condition 2.1.25 and the Cores Service Rebate provisions set out in condition 6 and Schedule 3, to the extent permitted by law neither Gatwick Airport Limited nor its employees, servants, agents shall have any liability (regardless of whether such liability arises in tort (including but not limited to liability for negligence), contract, under statute, a claim for contribution, or in any other way) to any Operator or be obliged to indemnify any Operator in respect of:
- i. indirect loss;
  - ii. consequential loss;
  - iii. any of the following (whether direct or indirect):
    - a. loss of revenue;
    - b. loss of goodwill;
    - c. loss of opportunity;
    - d. loss of business;
    - e. loss of data and use of data;
    - f. loss of use;
    - g. increased costs or expenses;
    - h. wasted expenditure; or
    - i. any other injury, loss, damages, claim, cost or expense (including but not limited to any damage to any aircraft, its parts or accessories or any property contained in the aircraft, occurring following the aircraft's departure from the airport or while the aircraft is on the airport or is in the course of landing or taking off at the airport)
- caused (or to the extent caused) by any act, omission, neglect, breach of contract or default of Gatwick Airport Limited or its employees, servants, suppliers or agents even if such loss was reasonably foreseeable or Gatwick Airport Limited had been advised of the possibility of the Operator incurring the injury, loss, damage, claim, cost or expense.



- 2.1.25 Nothing condition 2.1.24 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of Gatwick Airport Limited, its employees, servants, suppliers or agents (ii) fraud; or (iii) aircraft damage resulting from any act or omission of Gatwick Airport Limited, its employees, servants or agents done either with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 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 or reduce access to the public to the airport or the Operator to the airport or any part thereof without being in breach of these Conditions and without incurring any liability whatsoever and howsoever caused 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](http://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 Special Assistance Service provided at Gatwick Airport. Please refer to the current Special Assistance 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 5 (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.
- 2.4.2 From data supplied pursuant to Schedule 5 Gatwick Airport Limited may publish hourly and daily passenger forecast by terminal and direction but shall not publish or share with third parties, other than for operational purposes, forecast by airline or destination.

## 2.5 Data Protection

- 2.5.1 In this clause 2.5:
- 2.5.1.1 "GDPR" means the General Data Protection Regulation (EU) 2016/679 as applied, supplemented, modified and/or replaced by the laws of England (or, where applicable, those of a relevant EU member state) from time to time; and
- 2.5.1.2 Words and phrases which have defined meanings in GDPR will have the same meanings when used in this clause.
- 2.5.2 Each party agrees that:
- 2.5.2.1 the other party acts as a controller in its own right in processing personal data in connection with these Conditions of Use;
- 2.5.2.2 it will comply with its obligations under GDPR in processing personal data in connection with these Conditions of Use; and
- 2.5.2.3 if it receives a request or enquiry from a data subject or supervisory authority which in fact relates to personal data or a copy of personal data of which the other party is the controller, it will promptly inform the other party of that enquiry, and the other party will respond to and address that request accordingly.
- 2.5.3 In circumstance where Gatwick Airport Limited processes personal data on behalf of the Operator in order to deliver services in accordance with the Conditions of Use, Gatwick Airport Limited shall comply with Schedule 6.

## 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 demand charge will be assessed and payable based on the season, actual time of arrival or departure and the flight type (Commercial Passenger Services / General or Business Aviation / Helicopter).
- 3.1.3 Noise charges will be assessed and payable based on the season, actual time of arrival or departure and the noise performance of the aircraft. The noise performance of an aircraft will be assessed as set out in conditions 3.1.3.1 to 3.1.3.4 below based on the certified noise levels at each of the ICAO noise certification measurement points (flyover, lateral and approach) and the arithmetic sum of the



differences between certified levels and the Chapter 3 noise limits at the certification points; the 'cumulative margin'.

- 3.1.3.1 Chapter 14: To be eligible for a Chapter 14 charge, the margin at each of the certification measurement points must be greater than or equal to 1. An aircraft which satisfies this criteria will be eligible for a Chapter 14 Minus charge if the cumulative margin is greater than or equal to 23, a Chapter 14 Base charge if the cumulative margin is greater than or equal to 20 or a Chapter 14 High charge if the cumulative margin is greater than or equal to 17.
- 3.1.3.2 Chapter 4: To be eligible for a Chapter 4 charge, an aircraft must satisfy the following criteria: (i) the margin at each of the certification points must be greater than 0, (ii) the combined margin at any two certification measurement points must be greater than or equal to 2 and (iii) the cumulative margin must be greater than or equal to 10.
- 3.1.3.3 Chapter 3 & Below: Any aircraft that does not satisfy the criteria associated with the Chapter 4 charge will be subject to this charge.
- 3.1.3.4 Any Airbus A320 family aircraft (A318 / A319 / A320 / A321) which has not been declared on the 'All Up Weight Return' form detailed in Schedule 5 to this Conditions of Use as having the fuel over pressure protector (FOPP) modification – as described under Section 2.2 of Gatwick Airport Independent Arrivals Review Report dated 28 January 2016 ([https://www.gatwickairport.com/globalassets/publicationfiles/business\\_and\\_community/all\\_publications/2016/independent-arrivals-review-jan2016.pdf](https://www.gatwickairport.com/globalassets/publicationfiles/business_and_community/all_publications/2016/independent-arrivals-review-jan2016.pdf)) – will be subject to the Unmodified A320 Family charge set out in Appendix I of Schedule 1. If no information is provided on the All Up Weight Return form or by other relevant documentation, Gatwick Airport Limited will levy the Unmodified A320 Family charge pending submission of an appropriate declaration. GAL may exercise its discretion not to do so in exceptional circumstances. For the avoidance of doubt, the noise charge for A320 family aircraft which have the FOPP modification will not apply retrospectively and will only apply from the date GAL receives appropriate documentation.
- 3.1.3.5 Airlines must submit document attesting that the aircraft complies with the noise chapter being applied for. For the avoidance of doubt, aircraft will not need to be officially certified to the ICAO Chapter 4 or Chapter 14 standard to be eligible for the corresponding noise charge; it will be sufficient for airlines to provide the underlying noise measurements (noise level and limit) at each certification point (flyover, lateral and approach) which demonstrate compliance with the noise category claimed. If no documents are provided, Gatwick Airport Limited will use its discretion in levying a Chapter 3 charge or, for A320 family aircraft from 1 January 2018, the Unmodified A320 Family charge pending submission of 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, will qualify for a rebate. If the tow is performed by ground handling resource that is contracted directly by the airline, the rebate will be paid to the airline. If the tow is performed by ground handling resource that is contracted directly by GAL, the rebate will be retained by GAL and treated in accordance with separate arrangements put in place between GAL and the airline in relation to such tows. Tows undertaken for an airline at its own behest (e.g. for maintenance, technical issues, cleaning, de-icing) will not qualify for this rebate.
- 3.1.7 Aircraft Turn Performance Rebate: With effect from 1 April 2018, any departure that satisfies the following criteria will be eligible for a turn performance rebate equal to 25% of the applicable take-off charge: (i) the departure takes place during the summer season (1 April – 31 October), (ii) the departure is an Air Transport Movement but not a whole plane cargo flight, a positioning flight or a General or Business Aviation flight and (iii) the turn meets the scheduled turn success criteria set out below:
- 3.1.7.1 Based Aircraft, First Departure: If the aircraft is on stand at 04:00 UTC, the 'turn' associated with the first departure will be eligible for a rebate if the actual start request time (ASRT) is no later than the scheduled off block time (SOBT).
- 3.1.7.2 On Time or Early Arrival: If an aircraft arrives on stand on time or early – i.e. the actual in block time (AIBT) is equal to or before the scheduled in block time (SIBT) – the turn will be eligible for a rebate if the actual start request time (ASRT) is no later than the scheduled off block time (SOBT).
- 3.1.7.3 Late Arrival: If an aircraft arrives on stand late – i.e. the actual in block time (AIBT) is after the scheduled in block time (SIBT) – the turn will be eligible for a rebate if the difference between the actual start request time and the actual in block time is less than or equal to the scheduled block time (the difference between the scheduled off block time and the scheduled in block time).
- 3.1.7.4 Actual start request times (ASRT) will be sourced from Gatwick Airport's air traffic control (ATC) tower systems. Actual in block times (AIBT) will be sourced from Gatwick Airport's stand entry guidance systems. Scheduled block times (SIBT/ SOBT) will be sourced from Airport Coordination Limited.
- 3.1.7.5 Any rebates due will be paid monthly in arrears.

### **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 Designated 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 0500 UTC (GMT) and 2229 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 Ancillary Services, Special Assistance, Check-in, Contingency Aircraft De-icing Stock and Hold Baggage Screening**

- 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.

#### **Special Assistance charges**

- 3.4.5 Operators shall pay charges in relation to Special Assistance 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 Special Assistance charges are based on an Operator's pre-notification performance as supplied by the Special Assistance service provider. Pending receipt of such notification Operators shall pay the charges on a provisional basis at the highest rate per departing passenger. At Chief Executive Officer's discretion the provisional charges may be based on the Operator's historic performance. Special Assistance charges are levied on each of an Operator's departing passengers. The proportion that the number of an Operator's Special Assistance passengers in each pre-notification band (as set out in Appendix IV of the Schedule of Charges) bears to the Operator's total number of Special Assistance passengers 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 Special Assistance service provider. Any rebate or additional charge will be calculated and made on the basis of such reconciliation.
- 3.4.8 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 Special Assistance 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 2021 to 31 March 2022, timeslice and last bag performance data for the 12 month period from 1 January 2019 to 31 December 2019 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 data submitted by 31<sup>st</sup> January for the preceding 12 months ending 31<sup>st</sup> December each year. Charges for 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022 will be based on data submitted for the period 1<sup>st</sup> January 2019 to 31<sup>st</sup> December 2019. If a minimum of 3 months of data has not been submitted or is not available (including for new airlines) GAL will charge all departing passengers as on-airport check-in passengers.

3.4.14.2 In order for an airline’s 2021-22 on-airport check in passenger ratio to be set at a rate below 100% an airline must either submit a data return each month or complete the “Check in & baggage charges 2021-22 - departing passenger acceptance method return” (to be submitted to GAL by 31<sup>st</sup> January 2021). Monthly return data should be sent to [airline\\_data@gatwickairport.com](mailto:airline_data@gatwickairport.com) using the appropriate template.



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.

#### **Contingency Aircraft De-icing Stock Charges**

3.4.16 Operators shall pay charges in relation to the provision of contingency aircraft de-icing stock at the rates set out in Appendix VII of the Schedule of Charges. 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. These charges are separate from and additional to any charges agreed between airlines and their ground handling providers for the provision of an aircraft de-icing service.

3.4.17 Charges are levied on all aircraft movements (departures and arrivals) that take place in Gatwick Airport Limited's winter charging season (1 November to 31 March). The charges 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 calculating the contingency aircraft de-icing stock charges, the Maximum Take Off Weight has been divided into the following three bands:

- Less than 50 metric tonnes.
- Greater than or equal to 50 metric tonnes and less than or equal to 200 metric tonnes.
- Greater than 200 metric tonnes.

3.4.18 Contingency aircraft de-icing stock charges will apply regardless of whether or not the contingency stock has been used by the ground handlers providing aircraft de-icing services at the airport.

3.4.19 By 31 December in each year, Gatwick Airport Limited shall provide Operators with a statement of actual costs and revenues in respect of the provision of contingency aircraft de-icing stock for the year ending the previous 31 March.

#### **Hold Baggage Screening (HBS)**

3.4.20 Operators shall pay charges for the provision of the hold baggage screening service (the HBS ancillary service charge). The HBS ancillary service charge will be charged monthly in arrears. Operators' charges will be calculated in accordance with 3.4.21.

3.4.21 The total costs of providing the hold baggage screening service will be calculated for each month, comprising:

- a) The costs incurred by the HBS contractor appointed by Gatwick Airport Limited, currently ICTS Europe S.A. (HBS Contractor), for the relevant month which are calculated based on the actual number of man hours used in the provision of such services;
- b) The monthly AOC management fee in the administration of the HBS ancillary service charge; and
- c) 1/12<sup>th</sup> of the annual insurance premium incurred by the HBS Contractor in relation to its provision of the HBS services to Gatwick Airport Limited.

These costs will then be apportioned across the airlines operating at the airport according to their proportion of departing passengers in that month. GAL will provide the AOC with transparency on the costs and will provide the AOC with departing passenger volumes for the relevant month.

3.4.22 GAL will invoice Operators who shall pay the HBS ancillary service charge monthly in arrears.



#### 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 runway 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 Commitment**

- 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 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. Such plans and any amendments will have regard to any relevant guidance issued by the CAA.



- 7.3 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.
- 7.4 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.
- 7.5 All providers of air transport services and ground handlers shall use best endeavours to cooperate with Gatwick Airport Limited in implementing the plan(s)
- 7.6 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.
- 7.7 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
- 7.8 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 £720m (Seven Hundred and twenty million pounds) during the period commencing 1 April 2019 and ending 31 March 2025, save where condition 8.2 applies.
- 8.2 Gatwick Airport Limited may invest less than £720m during the period commencing 1 April 2019 and ending 31 March 2025 if consent to such a proposal is given in writing by:
- 8.2.1 Operators carrying at least 67% of Passengers in the 12 months immediately preceding the date on which Gatwick Airport Limited notified Operators of its proposal to invest less than £720m (during the period commencing 1 April 2019 and ending 31 March 2025); and
- 8.2.2 by Operators representing at least 50% of the Operators responding in writing.
- 8.3 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 nine months ended 31 December 2019.

## 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](http://www.gatwickairport.com)

### 10.2 Core Service Charges and Ancillary Service Charges

For all charges and pricing related enquiries please use the contact details outlined below. The 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 schedule of charges referred to in **Appendix I to Schedule 1** (Core Service Charges), please contact Nathan Smeaton:  
([nathan.smeaton@gatwickairport.com](mailto:nathan.smeaton@gatwickairport.com))

For any questions relating to the consultation process or the schedule of charges referred to in **Appendices II to VIII of Schedule 1** (Ancillary Service Charges), please contact Mark Wood  
([mark.wood@gatwickairport.com](mailto:mark.wood@gatwickairport.com))

### 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:  
Kevin Weymes: ([kevin.weymes@gatwickairport.com](mailto:kevin.weymes@gatwickairport.com)) / 01293 502 968

10.3.2 For questions relating to Check-in & Baggage:  
Senior Passenger Operations Manager: ([seniorpaxopsmanagers@gatwickairport.com](mailto:seniorpaxopsmanagers@gatwickairport.com))

10.3.3 For questions relating to Environment and Sustainability:  
Rachel Thompson: ([rachel.thompson@gatwickairport.com](mailto:rachel.thompson@gatwickairport.com)) / 01293 507 134

For questions relating to Staff Travel including alternative modes of travel:  
Kevin Weymes: ([kevin.weymes@gatwickairport.com](mailto:kevin.weymes@gatwickairport.com)) / 01293 502 968



10.3.4 For questions relating to Staff ID Passes:  
Andrew Brackpool: (andrew.brackpool@gatwickairport.com)

10.3.5 For questions relating to Airport Electricity, Water and Sewerage and Gas utility infrastructure:  
Martin Bilton: (martin.bilton@gatwickairport.com) / 01293 503 045

For questions related to Third Party Electricity, Water, Sewerage and Gas Invoicing  
Sue Coxon: (sue.coxon@gatwickairport.com)

10.3.6 Fixed Electric Ground Power:  
Paul Leonard: (paul.leonard@gatwickairport.com) / 01293 501 937

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 Special Assistance (formerly PRM)

##### 10.4.1 Assistance for passengers:

South Terminal Landside	Internal: 507618 (External Contact: 01293 507 618)
South Terminal Airside	Internal: 698574 (External Contact: 01293 508 574)
North Terminal Landside	Internal: 692007 (External Contact: 01293 502 007)
North Terminal Airside	Internal: 694313 (External Contact: 01293 504 313)

##### 10.4.2 Operational matters

1st Contact	Ops Coordinator/ODM (Ops Duty Managers) South ODM: 07741 143529 North ODM: 07834 625455
1st escalation	Gary Oakes, Terminal Operations Manager 07741 143 525 gary.oakes@wilsonjames.co.uk
Alternative 1 <sup>st</sup> escalation	Nick Gallé, Airport Services Director 07732 600 590 nick.galle@wilsonjames.co.uk
2nd escalation	GMC Leaders gmc.leaders@gatwickairport.com

10.5 **Data Delivery:** traffic.charging@gatwickairport.com

10.6 **AOC & ACC:** Jo Rettie (jo@lgwaoc.co.uk) / 07855 521 825

10.7 **Passenger Feedback:** passenger.experience@gatwickairport.com



## Schedule 1: Schedule of Charges

### Appendix I: Core Service Charges

#### Passenger Charges

The table below details the passenger charges that apply year round.

Charge Category	Charging Unit	Prices
Departing Passenger Charge	Per departing passenger	£14.95
Remote Stand Rebate	Per eligible passenger (departing / arriving)	-£3.48
Minimum Departure Charge (all flights)	Per movement	£279.51

#### Demand Charges including Turn Rebate

The table below defines the charging periods that apply to demand charges; all times are shown in UTC (GMT).

Season	Charge Category	Departure (Times in UTC)	Arrival (Times in UTC)
Summer (1 April – 31 October)	Peak	Jul & Aug: 05:00 – 08:59 Other Months: N/A	N/A
	Base	Jul & Aug: 09:00 – 18:59 Other Months: 05:00 – 18:59	05:00 – 18:59
	Off-peak	19:00 – 23:59 & 00:00 – 04:59	19:00 – 23:59 & 00:00 – 04:59
Winter (1 November – 31 March)	Off-peak	05:00 – 23:59 & 00:00 – 04:59	05:00 – 23:59 & 00:00 – 04:59

The table below details the demand charges that apply on take-off and landing.

Flight Type	Charge Category	Charging Unit	Summer (Apr – Oct)	Winter (Nov – Mar)
Commercial Passenger Services	Peak	Per movement	£1,372.56	-
	Base	Per movement	£915.05	-
	Off-peak	Per movement	£305.02	-
General & Business Aviation	Peak	Per movement	£1,372.56	-
	Base	Per movement	£915.05	-
	Off-peak	Per movement	£305.02	£305.02
Helicopter	Peak	Per movement	£1,372.56	-
	Base	Per movement	£915.05	-
	Off-peak	Per movement	£305.02	£305.02

The table below details the turn rebate that is available on departure. Please refer to clause 3.1.7 for full details of the rebate eligibility criteria. **The turn rebate is temporarily suspended for summer 2021.**

Flight Type	Charge Category	Rebate Unit	Summer (Apr – Oct)	Winter (Nov – Mar)
Commercial Passenger Services	Peak	Per departure	-	-
	Base	Per departure	-	-
	Off-peak	Per departure	-	-



<b>General &amp; Business Aviation</b>	<b>Peak</b>	Per departure	-	-
	<b>Base</b>	Per departure	-	-
	<b>Off-peak</b>	Per departure	-	-
<b>Helicopter</b>	<b>Peak</b>	Per departure	-	-
	<b>Base</b>	Per departure	-	-
	<b>Off-peak</b>	Per departure	-	-

## Aircraft Noise Charges

The table below provides an overview of the criteria associated with each aircraft noise charge category. Please refer to clause 3.1.3 for full details of the eligibility criteria associated with each noise charge category.

Charge Category	Noise Performance Criteria	Cumulative Margin (CM) Relative to ICAO Chapter 3 Limits
<b>Chapter 3 &amp; Below</b>	<ul style="list-style-type: none"> <li>Does not satisfy Chapter 4 criteria.</li> </ul>	-
<b>Chapter 4</b>	<ul style="list-style-type: none"> <li>Margin at each certification point is greater than 0.</li> <li>Combined margin at any two certification points is greater than or equal to 2.</li> <li>Cumulative margin relative to Chapter 3 limits is greater than or equal to 10.</li> </ul>	$10 \leq CM < 17$
<b>Chapter 14 High</b>	<ul style="list-style-type: none"> <li>Margin at each certification point greater than or equal to 1.</li> <li>Cumulative margin relative to Chapter 3 limits is greater than or equal to 17.</li> </ul>	$17 \leq CM < 20$
<b>Chapter 14 Base</b>		$20 \leq CM < 23$
<b>Chapter 14 Minus</b>		$CM \geq 23$

Noise charges vary by time of day (Day / Night). The Day and Night periods are defined in the table below; all times are shown in UTC (GMT).

Charge	Day (Times in UTC)	Night (Times in UTC)
<b>Summer (1 April – 31 October)</b>	05:00 – 22:29	22:30 – 04:59
<b>Winter (1 November – 31 March)</b>	06:00 – 23:29	23:30 – 05:59

The table below details the aircraft noise charges that apply on take-off and landing.

Season	Charge Category	Charging Unit	Day	Night
<b>Summer (1 April – 31 October)</b>	<b>Unmodified A320 Family*</b>	Per movement	£872.85	£2,291.25
	<b>Chapter 3 &amp; Below</b>	Per movement	£87.28	£2,291.25
	<b>Chapter 4</b>	Per movement	£43.65	£1,145.62
	<b>Chapter 14 High</b>	Per movement	£26.19	£687.37
	<b>Chapter 14 Base</b>	Per movement	£21.82	£572.80
	<b>Chapter 14 Minus</b>	Per movement	£17.45	£458.25
<b>Winter (1 November – 31 March)</b>	<b>Unmodified A320 Family*</b>	Per movement	£872.85	£2,291.25
	<b>Chapter 3 &amp; Below</b>	Per movement	£0.00	£2,291.25
	<b>Chapter 4</b>	Per movement	£0.00	£1,145.62
	<b>Chapter 14 High</b>	Per movement	£0.00	£687.37
	<b>Chapter 14 Base</b>	Per movement	£0.00	£572.80
	<b>Chapter 14 Minus</b>	Per movement	£0.00	£458.25



**\*Unmodified A320 Family Aircraft Noise Charge**

(1) Any Airbus A320 family aircraft (A318 / A319 / A320 / A321) which has not been declared on the 'All Up Weight Return' form detailed in Schedule 5 to this Conditions of Use as having the fuel over pressure protector (FOPP) modification – as described under Section 2.2 of Gatwick Airport Independent Arrivals Review Report dated 28 January 2016

([https://www.gatwickairport.com/globalassets/publicationfiles/business\\_and\\_community/all\\_public\\_publications/2016/independent-arrivals-review-jan2016.pdf](https://www.gatwickairport.com/globalassets/publicationfiles/business_and_community/all_public_publications/2016/independent-arrivals-review-jan2016.pdf)) –will be subject to the Unmodified A320 Family charge.

(2) If no information is provided on the All Up Weight Return form or by other relevant documentation, Gatwick Airport Limited will levy the Unmodified A320 Family charge pending submission of an appropriate declaration. GAL may exercise its discretion not to do so in exceptional circumstances. For the avoidance of doubt, the noise charge for A320 family aircraft which have the FOPP modification will not apply retrospectively and will only apply from the date GAL receives appropriate documentation.

**NOx Emissions Charge**

A NOx emissions charge applies to all aircraft over 8,618kg based on the aircraft ascertained NOx emission on landing and take-off. The charge applies to all movements, regardless of time of day and season.

Charge	Charging Unit	Prices
<b>NOx Emissions Charge</b>	Per kg NOx per movement	£3.81

**Aircraft Parking Charges**

Weight Category	Charging Unit	Prices
<b>&lt; 50 Metric Tonnes</b>	Per 5 minutes of chargeable parking time.	£2.67
<b>&gt;= 50 &amp; &lt;= 200 Metric Tonnes</b>	Per 5 minutes of chargeable parking time.	£5.34
<b>&gt; 200 Metric Tonnes</b>	Per 5 minutes of chargeable parking time.	£10.68

**Notes**

(1) Weight category is based on an aircraft's maximum take-off weight (MTOW).

(2) Parking is free between 22:30 and 04:59 UTC at all times of the year.

(3) A peak charge will apply to an aircraft which occupies a pier served stand between 05:00 and 22:29 UTC from 1 April to 31 October. During this period of time, each minute will count as three minutes for the purpose of calculating parking charges.

**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, will qualify for a rebate.

If the tow is performed by ground handling resource that is contracted directly by the airline, the rebate will be paid to the airline. If the tow is performed by ground handling resource that is contracted directly by GAL, the rebate will be retained by GAL and treated in accordance with separate arrangements put in place between GAL and the airline in relation to such tows.

Description	Rebate
Ground handling team contracted directly by the airline.	-£188.45
Ground handling team contracted directly by Gatwick Airport Limited.	£0.00

Tows undertaken for an airline at its own behest (e.g. tows required for maintenance, technical issues, cleaning, de-icing) will not qualify for this rebate.



## Appendix II: Utilities Charges

Utilities	Prices	Units
Electricity (supply and use of GAL LV infrastructure)	£0.2227	per KWh
Electricity (supply only)	£0.2055	per KWh
Electricity (network access & GAL LV infrastructure)	£0.1027	per KWh
Electricity (network access only)	£0.0856	per KWh
Water (supply and use of GAL waste water infrastructure)	£3.75	per cubic metre
Water (use of GAL waste water infrastructure only)	£1.37	per cubic metre
Gas	£0.0241	pence per KWh
Fixed Electrical Ground Power (FEGP)*	£12.55	per hour

\*The FEGP charge is quoted as a rate per hour but invoiced based on the chargeable period of consumption which is assessed to the nearest minute.

## Appendix III: Bus and Coach Charges

Bus and Coaching	Prices	Units
Scheduled	£6.22	per movement
Chartered	£17.25	per visit

## Appendix IV: Special Assistance Charges

Special Assistance Pre-notification Category	Prices	Units
>14 days notification	£0.263	per departing passenger
>48 hours notification	£0.446	
<48 hours notification	£1.750	



## Appendix V: Check-in and Baggage Charges

An Operator of a scheduled or chartered Air Transport Movement 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	£0.312	per passenger
Departing Hold Bag	£0.614	per bag
Transfer Bag	£0.137	per bag
Departing ATM (refer to 3.4.13)	£111.76	per ATM multiplied by the 'Airline combined baggage weighting factor'
Departing Passenger	£0.110	per passenger

## Appendix VI: Staff Car Parking, Airside Operators Licence, Airside Services and Staff ID Charges

Charge Category	Prices
Staff Car Parking	£642.27 per pass per year (including £10 transport levy)
Airside Operators Licence	£554.00 per annual licence
Airside Services	£0.00 per ATM

Staff ID passes	Prices	Notes
Critical part pass issue (including vetting) or reissue due to misuse	£10.00	Per pass
Critical part pass issue (including vetting) after re-submission	£15.00	Per pass
Landside pass issue or reissue 30 day escorted pass issue including vetting Reissue of critical part pass (non-misuse)	£10.00	Per pass
Vetting with no pass issue	£45.00	Per pass
Temporary 60 day escorted pass	£15.00	Per pass
Temporary 1 – 5 day escorted pass (non-contractor)	£15.00	Per pass
Landside and controlled area lost/stolen replacement	£10.00	Per pass
Apron vehicle pass (annual duration)	£20.00	Per pass
Apron vehicle pass (temporary duration)	£20.00	Per pass
Apron 'green' vehicle pass (all durations)	£0.00	Per pass
Apron vehicle pass safety levy	£10.00	Per pass
Un-surrendered pass (including vehicles)	£250.00	After 60 days



## Appendix VII: Contingency Aircraft De-icing Stock Charges

Weight Category	Charging Unit	Summer (Apr – Oct)	Winter (Nov-Mar)
< 50 Metric Tonnes	Per movement	-	£0.68
>= 50 & <= 200 Metric Tonnes	Per movement	-	£1.36
> 200 Metric Tonnes	Per movement	-	£2.72

### Notes

- (1) Weight category is based on an aircraft's maximum take-off weight (MTOW).
- (2) Charges will only apply to movements (departures and arrivals) in the winter season (01 November to 31 March).

## Appendix VIII: Hold Baggage Screening (HBS) Charges

Charge calculated in accordance with Section 3.4.21.



## Schedule 2: Price Commitment

- 1 For the purposes of this Schedule, the following definitions apply:
- 1.1 'Actual Gross Yield' means the Gross Yield determined following the completion of a Relevant Year.
- 1.2 'Bilateral Contracts' means any contract relating to Airport Charges payable between an Operator and Gatwick Airport Limited other than the Conditions of Use.
- 1.3 '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 1<sup>st</sup> April 2019 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 1<sup>st</sup> April 2019 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 1<sup>st</sup> April 2019 but for the facility or service being unserviceable or subject to refurbishment shall fall within the definition of Core Services.
- 1.4 '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.
- 1.5 'Gross Revenue' means the sum in a Relevant Year of:
- 1.5.1 revenue arising from Core Service Charges for relevant commercial passenger services operated under the terms of the published airport tariff set out in the Conditions of Use; and
- 1.5.2 revenue arising from charges equivalent to the Core 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 whether levied under the terms of these Conditions or under the terms of Bilateral Contracts or separate commercial arrangements.
- 1.6 'Gross Yield' means the Gross Revenue divided by the total number of Passengers using the airport in any Relevant Year.
- 1.7 'Maximum Gross Yield' for a Relevant Year or '(MY<sub>t</sub>)' is defined as:  
 $MY_t = U_t + S_t$
- 1.8 'Planned Gross Yield' refers to the Gross Yield assumed at the time the Core Service Charges for the Relevant year were set, as detailed in GAL's annual charges consultation documents. The Planned Gross Yield shall not exceed the Maximum Gross Yield.
- 1.9 'Q<sub>t</sub>' means the total number of Passengers using the airport in a Relevant Year.
- 1.10 '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'.



- 1.11 'RPI<sub>t-1</sub>' 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.
- 1.12 "S<sub>t</sub>" means the permitted security cost per passenger in relevant year t, if any, being: the aggregate of:
- 1.12.1 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
- 1.12.2 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 with the cost in year t calculated by amortising the capital costs and associated funding costs over the assessed life of the equipment, in equal annual amounts divided by the total number of Passengers using the airport(Q<sub>t</sub>). A methodology for recovering the costs associated with the EDS Standard 3 project was consulted on with the airline community in 2016. Full details can be found in '2017/18 Airport Charges Consultation, New Hold Baggage Screening Equipment, Explosive Detection Systems (EDS) Standard 3' published by GAL on 6 June 2016 and '2017/18 Airport Charges Consultation, New Hold Baggage Screening Equipment, Explosive Detection Systems (EDS) Standard 3, Decision Advice' published by GAL on 2 September 2016.
- 1.12.3 The capital and operating costs of implementing the Department for Transport mandate for Next Generation Security Checkpoints which includes new requirement for screening of passengers and staff and their belongings (i.e. body scanners and C3 cabin baggage technology). The capital costs and associated funding costs will be subject to consultation in accordance with Schedule 4 and a similar methodology to the amortisation of costs will be adopted as for hold baggage screening as outlined in paragraph 1.12.2.
- 1.13 "U<sub>t</sub>" in Relevant Year t, defined as the Underlying Gross Yield:
- $$U_t = U_{t-1} (1 + RPI_{t-1}) \text{ and,}$$
- Where U<sub>2018/19</sub> = £10.291
- 2 GAL shall set the Core Service Charges in any Relevant Year to recover the Planned Gross Yield.
- 2.1 Subject to paragraph 2.3 below, should the Actual Gross Yield be greater than the Maximum Gross Yield, a rebate will be issued to those carriers that paid Core Service Charges or operated under Bilateral Contracts where such contracts adopt the airport tariff as a reference price index in the Relevant Year. For each carrier, the value of the rebate for the Relevant Year will be equal to the Core Service Charges or equivalent paid by the carrier multiplied by the percentage difference between the Maximum Gross Yield and the Actual Gross Yield. Rebates will be issued to carriers by no later than 31 August following the Relevant Year, one month after the deadline for GAL to publish its price monitoring report for the Relevant Year to the CAA.
- 2.2 Should the Actual Gross Yield be less than or equal to the Maximum Gross Yield, no rebates will be due.
- 2.3 The provisions of paragraph 2.1 of this Schedule 2 shall not have effect before the Relevant Year ending 31 March 2023.
- 3 Any amendment to the Maximum Gross Yield may be made by Gatwick Airport Limited if consent to that amendment is given in writing by:
- 3.1 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 Maximum Gross



- Yield) on airlines operating at the airport paying the Core Service Charges or under Bilateral Contracts where such contracts adopt the airport tariff as a reference price index and
- 3.2 Operators representing at least 50% of the Operators responding in writing.
  - 4 When undertaking the annual consultation on airport charges, Gatwick Airport Limited will publish a comparison of the actual net yield, the Actual Gross Yield and the Maximum Gross Yield for the most recently completed year and estimates for the current year. Gatwick Airport Limited will also publish the Planned Gross Yield and the Maximum Gross Yield for the year which is subject to consultation.
  - 5 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.
  - 6 Gatwick Airport Limited shall make available Core Services to all Operators at the Core Service Charges rate as amended from time to time.
  - 7 Subject to complying with paragraph 6 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 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:

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

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 0, if prior to month “j” there have been any six or more months in a relevant 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  $x_{i,T,j} = 1$ .

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 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 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 Special Assistance service and notification
  - 6.4 On-time performance (departures and arrivals); and
  - 6.5 Immigration performance.
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.

#### **On Time Performance**

- 8.1 GAL will continue to seek ways to expand its capacity, resiliently, to meet the growing demand through innovation, investment and process improvements. GAL will provide leadership and focus in the drive for on-time performance, while recognising that punctuality is a product of efficient delivery from many organisations; airlines, ground handlers and air traffic controllers, as well as the airport operator.
- 8.2 Starting from the IATA Summer 2021 season, GAL will introduce new service targets to underpin its continuing focus on improving punctuality and operational resilience:
  - 8.2.1 Average departure punctuality-will have a target of least 70% in the summer season and 75% in the winter season. (Punctuality is defined as the percentage of scheduled flights which



depart from their stand no more than 15 minutes and 59 seconds after their scheduled departure time.)

- 8.2.2 GAL will report to airlines and their ground handlers on the punctuality performance of each season within one month after its conclusion and publish results on its website.
- 8.2.3 If the reported seasonal punctuality drops below the relevant target set out in 8.2.1, then GAL will within three months of the publication of the punctuality performance set out in 8.2.2 consult with the airlines, their handlers and PAG on a root cause analysis of the airport's and airlines' collective performance over the season, and then develop with airlines a punctuality improvement plan for the following equivalent season. If appropriate, GAL may invest in a portfolio of operational incentives and financial incentives for airlines and/or their ground handlers.
- 8.3 For avoidance of doubt, it is the responsibility of airlines operating at Gatwick to ensure that they procure sufficient ground handling resources to enable them to operate their schedule and deliver baggage to their customers in a reasonable time. GAL will design any measures to not disadvantage those airlines who already run a resilient operation at Gatwick.

### Periodic Review

- 9.1 By 31<sup>st</sup> March 2023 Gatwick will undertake a consultation with the Airline Consultative Committee and Passenger Advisory Group regarding the structure and content of the Service Commitments (set out in Appendix I and II of this Schedule 3) to ensure these remain appropriate and relevant and present relevant passenger research and evidence to inform the consultation. Any changes will be subject to the change process set out in paragraph 5 of this Schedule 3.
- 9.2 To inform the consultation detailed in paragraph 9.1, GAL will commission an audit of the robustness of the rebate calculations.



## Appendix I: Core Service Standards (Rebates)

	Standard	Metric	Target Level	Maximum potential rebate (both terminals, unless noted)
<b>(i)</b>	<b>Passenger satisfaction measures</b>			<b>0.70%</b>
	Departure Lounge Seat Availability	Moving Quarterly Average QSM score	3.8*	0.20%
	Cleanliness		4.0	0.20%
	Way-Finding		4.1	0.20%
	Flight Information		4.2	0.10%
	Passenger Wi-Fi		4.0	N/A
	Special Assistance	Moving Quarterly Average PRM survey	4.0	N/A
<b>(ii)</b>	<b>Security</b>			<b>2.60%</b>
	Central Passenger Search	Times <5 Minutes & Times <15 Minutes	95%*** 98%***	1.0%
	Central Passenger Search**	Day when single time slice > 30 Minutes	Single event per day***	0.05% per day (0.7% max per month)
	Transfer Passenger Search	Times <10 Minutes	95%	0.20%
	Staff Search (Atlantic and Jubilee)	Times <5 Minutes	97%	0.175%
	Staff Search (Terminals)	Times <5 Minutes	95%	0.175%
	External Control Posts Search	Times <10 Minutes	95%	0.35%
<b>(iii)</b>	<b>Passenger operational measures</b>			<b>0.55% (ST) 1.05% (NT)</b>
	Passenger Sensitive Equipment (General)	% Time Available	99%	0.05%
	Passenger Sensitive Equipment (Priority)	% Time Available	99%	0.50%
	Inter Terminal Shuttle System	% Time 1 Car Available & % Time 2 Cars Available	99% 97%	0.50% (NT)
<b>(iv)</b>	<b>Airline operational measures</b>			<b>1.60%</b>
	Stands	% of required occasions (arriving aircraft)	99.5%****	0.15%
	Jetties	% of required occasions (arriving aircraft)	99%****	0.30%
	Pier Service	Moving annual average % passengers pier served	95%	0.50%
	Fixed Electrical Ground Power	% of required occasions (arriving aircraft)	99.5%****	0.15%
	Runway Availability	Number of unavailable events	Single event metric	Duration of runway not available penalty:  Up to 15 minutes: No penalty 15min-45min: £50,000



				>45min: £100,000
				Up to 0.50%
	Airfield Travel Time	Reporting metric	n/a	Reputational only
<b>(v)</b>	<b>Baggage Measures</b>			<b>1.20%</b>
	Arrivals Reclaim (Baggage Carousels)	% Time Available	98.5%	0.50%
	Outbound Baggage	OBP Daily	98%	0.175% daily 0.70% monthly (0.7% max per month)
	Outbound Baggage	OBP Monthly	99%	
<b>(vi)</b>	<b>IT Measures</b>			<b>0.10%</b>
New	Flight Information Display Screen system	% Time Available	99.9%	0.10%
	<b>Total</b>			<b>7.25% (NT)</b> <b>6.75% (ST)</b>

\* Scores of less than 4.00 will be published as “amber”, rather than “green” (pass).

\*\* 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%.

\*\*\* Or alternative metric following agreement with the ACC.

\*\*\*\* To be reviewed once data from a sufficient period of normal operations is available.

Calculation and measurement of the Core Service Standards will be undertaken in accordance 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.

## 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 (large aircraft) Times <35 Minutes (small/medium aircraft)	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 'ACC' means the Airport Consultative Committee. This is the airlines' consultative body at Gatwick Airport. It should not be confused with GATCOM, which is the Airport Consultative Committee in the meaning of Section 35 of the Civil Aviation Act 1982.
- 1.2 'PAG' means the GATCOM Passenger Advisory Group – a sub-group of GATCOM (the Gatwick Airport Consultative Committee – constituted to meet the requirements of Section 35 of the Civil Aviation Act 1982).
- 1.3 'Major Projects, means:
  - 1.3.1 individual projects or programmes of projects with a budget in excess of £5m; and
  - 1.3.2 individual projects or programmes of projects with a budget of less than £5m which in the reasonable opinion of Gatwick Airport Limited (GAL) and/or the ACC have a particular impact on customer service, operations or are of strategic importance.
- 1.4 'Minor Projects' means those individual projects or programmes of projects with a budget of less than £5m other than those referred to in paragraph 1.3.2 above.
- 1.5 'Asset Stewardship Programme' means all asset maintenance and replacement projects.
- 1.6 'Commercial Return Project' is any project with associated commercial revenues that has a positive Net Present Value not taking into account incremental Airport Charges.
- 1.7 '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.

### 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 and to consider tactical matters involving the delivery by GAL of the capital development programme; and
  - 2.1.2 Working groups: to input into the design and development of specific projects or programmes and consider operational impacts of projects on the day-to-day activities of the airlines operating at the airport. Which projects and programmes require working groups will be agreed between GAL and the ACC, recognising that they require a high degree of airline input.

### 3. Master Plan

Before publishing a revised Master Plan for the Airport GAL will consult with airline operators through 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 PAG, 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.
- 4.2 The forecast cost of the capital investment programme will:
- 4.2.1 summarise expenditure on each of the Major Projects;
  - 4.2.2 summarise aggregate expenditure on the Asset Stewardship Programme;
  - 4.2.3 summarise aggregate expenditure on Minor 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 the prior year forecast.

#### 5. Individual Major 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 Projects (with the exception of Commercial Return Projects and Dedicated Airline Projects). The process for consultation will be as follows:
- 5.1.1 Initiation of a project will be through the creation of a project datasheet by either GAL, the ACC or the PAG. This will provide the problem/opportunity statement to be addressed and the proposed scope, if known. This will usually reflect a Tollgate 0 in GAL's project development process.
  - 5.1.2 Tollgate 0 project datasheets will be consulted upon to determine the level of engagement required by the airlines and/or the PAG on the project (eg through a dedicated working group or through normal operational forums oversight (eg Joint Operations Group (JOG))).
  - 5.1.3 Major Project working groups will consult on the following:
    - 5.1.3.1 scope, programme and cost of the project required to deliver the business objectives
    - 5.1.3.2 the outputs that are expected to be delivered in terms of service and capacity
    - 5.1.3.3 high-level options for the development of Major Projects and the trade-offs involved between alternatives.with the frequency of meetings agreed by the working group members, but anticipated to be more often than annually.
- 5.2 All projects will continue through GAL's internal project development governance process with updates given at AAG meetings, where required, following achievement of Tollgates 2 and 4 (and Tollgate 3 by exception if the project has materially changed).
- 5.3 Following Tollgate 4, progress of the delivery of Major Projects will be reviewed by the ACC and the PAG as part of GAL's annual Capital Investment Performance Review (see below).



- 5.4 In this paragraph 5 of Schedule 4:
- 5.4.1 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
  - 5.4.2 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 ACC and members of the PAG 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 Project;
    - 6.1.1.2 the aggregate expenditure of the Asset Stewardship Programme (separately identifying individual projects in excess of £1m).
    - 6.1.1.3 the expenditure on Minor 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 Project;
    - 6.1.2.2 Minor Projects (separately identifying individual projects in excess of £1m); and
    - 6.1.2.3 Asset Stewardship Programme (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 1.1.17), noise performance of each aircraft owned or operated by the Operator (as per Condition 3.1.3) 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 (cnl)
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 Special Assistance passengers in the following way.

SITA address for INFORM:           LGWPR7X



Email address for INFORM: If you do not have a SITA, OCS will have another real time option of pre-booking passengers for the Special Assistance service at Gatwick by using email as follows:  
 Email address: [LGWPR7X@sita.gsmmail.com](mailto:LGWPR7X@sita.gsmmail.com)

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  
 -ALC  
 1 HARRIS/RUTH. R/WCHR  
 ENDPAL

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. Special Assistance 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 Special Assistance 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")

#### Booked Load Data

- 5.1 The Operator (unless an exception is agreed) shall provide or ensure that its handling agent provides to Gatwick Airport Limited booked load data by flight for 32 days, every Tuesday evening or Wednesday morning, to cover a Thursday (Day 1) to a Sunday (Day 32), by email to [lgwairline.bookinginfo@gatwickairport.com](mailto:lgwairline.bookinginfo@gatwickairport.com). The required booked load data should include departure or arrival date, departure or arrival time, flight number, destination or origin, bookings data (direct and transfer), and bookings by class if applicable (business/first, premium, economy).
- 5.2. Exceptions may be agreed where annual passenger numbers are expected to be below 50,000 passengers.

#### Data verification

- 6.1 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.
- 6.2 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

7. Queries regarding data delivery should be addressed to: Email: [traffic.charging@gatwickairport.com](mailto:traffic.charging@gatwickairport.com)



## Schedule 6: Data Protection

### 1. INTERPRETATION

- 1.1 In this Schedule: "GDPR" means the General Data Protection Regulation (EU) 2016/679 as applied, supplemented, modified and/or replaced by the laws of England (or, where applicable, those of a relevant EU member state) from time to time.
- 1.2 Words and phrases which have defined meanings in GDPR will have the same meanings when used in this Schedule.

### 1 GENERAL

- 2.1 Each party agrees that:
  - 2.1.1 in respect of Special Assistance and baggage services provided by Gatwick Airport Limited to the Operator, Gatwick Airport Limited is the Operator's processor; and
  - 2.1.2 in all other circumstances each party is a controller of personal data in its own right.
- 2.2 Each party agrees that:
  - 2.2.1 in processing personal data in connection with these Conditions of Use, it will comply with its obligations under GDPR; and
  - 2.2.2 if it receives a request or enquiry from a data subject or supervisory authority which in fact relates to personal data or a copy of personal data of which the other party is the controller, it will promptly inform the other party of that enquiry, and the other party will respond to and address that request accordingly.

### 2 DATA PROCESSING

Where Gatwick Airport Limited acts as the Operator's processor (as set out in paragraph 2.1):

- 3.1 For the purposes of Article 28(3) GDPR:
  - 3.1.1 the nature and purpose of processing is the provision by Gatwick Airport Limited of Special Assistance and baggage services to the Operator (provided that the relevant Charges are paid);
  - 3.1.2 the duration of processing is the Term;
  - 3.1.3 the types of personal data are:
    - 3.1.3.1 in respect of Special Assistance, name, passenger ID, baggage ID, flight details (flight ID, flight number, flight operator) and assistance requirements (which may include personal data relating to the Passenger's physical or mental health); and
    - 3.1.3.2 in respect of baggage services, name, passenger ID, baggage ID and flight details (flight ID, flight number, flight operator, date and seat assignment/class of travel); and
  - 3.1.4 the categories of data subjects are the Operator's Passengers.
- 3.2 Gatwick Airport Limited will:
  - 3.2.1 process such personal data only on the written instructions of the Operator (and the Operator hereby instructs Gatwick Airport Limited to process such personal data as reasonably necessary to provide Special Assistance and baggage services in accordance with these Conditions of Use);
  - 3.2.2 take the measures required pursuant to Article 32 GDPR, provided that the Operator provides to Gatwick Airport Limited all information necessary for Gatwick Airport Limited to make the necessary assessments (and the Operator will ensure that all such information is correct, complete and not misleading);



- 3.2.3 ensure that its staff who process that personal data have committed themselves to confidentiality;
- 3.2.4 ensure that each sub-contractor processing personal data is bound by a written contract binding on it with regard to the data controller and imposing on it obligations which are (at least) equivalent to those imposed on Gatwick by this clause. Gatwick Airport Limited will, promptly following a written request from the Operator, provide the Operator with a list of all sub-contractors (whether specifically or by category).
- 3.2.5 be liable for the acts and omissions of its subcontractors as if they were the acts or omissions of Gatwick Airport Limited itself;
- 3.2.6 assist the Operator, at the Operator's cost, through appropriate technical and organisational measures (insofar as possible) to respond to a request by a data subject to exercise his or her rights in respect of that personal data but only to the extent that any required information is not already available to the Operator and is available to Gatwick Airport Limited;
- 3.2.7 assist the Operator, at the Operator's cost, in ensuring compliance with Articles 32 to 36 GDPR, taking into account the nature of the processing and the information available to Gatwick Airport Limited;
- 3.2.8 make available to the Operator all information necessary to demonstrate Gatwick Airport Limited's compliance with this paragraph 3, and where it is not possible to demonstrate compliance solely through provision of information, allow for and contribute to audits solely by means of giving the Operator, a supervisory authority or another auditor mandated by the Operator access to relevant Gatwick Airport Limited personnel, and provided always that:
  - 3.2.8.1 any information obtained pursuant to this clause 3.2.8 will be the confidential information of Gatwick Airport Limited and the Operator may not make any use of it other than verification of Gatwick Airport Limited's compliance with this clause 3;
  - 3.2.8.2 the Operator will reimburse Gatwick Airport Limited for reasonable costs it incurs as a result of making its personnel available, including in respect of those personnel's time; and
  - 3.2.8.3 Gatwick Airport Limited or its personnel will not be required to divulge information which:
    - 3.2.8.3.1 cannot be divulged under applicable law;
    - 3.2.8.3.2 might negatively impact the Airport's security; or
    - 3.2.8.3.3 might negatively impact the Airport's operational performance;and
- 3.2.9 upon expiry or termination of these Conditions of Use for any reason, delete or return such personal data to the Operator (as the Operator may elect), unless the laws of England or (where relevant) an EU member state require its retention.

