Licence granted to

HEATHROW AIRPORT LIMITED

by the Civil Aviation Authority

under section 15 of the Civil Aviation Act 2012

on 13 February 2014

Consolidated Version

Date on which latest changes took effect:

26 October 2026

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Part A Scope and Interpretation of the Licence

A1 Scope

A1.1 The CAA has made a market power determination under section 7 of the Act on 10 January 2014 that means, for the purposes of section 3 of the Act, Heathrow 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 Heathrow 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 Northern Receipt Fuel Facility, the Southern Receipt Facility, the Sandringham Road Fuel Farm, the Perry Oaks Fuel Farm, the Airport Transfer Pipes and the Fuel Hydrant Systems;

(b) the passenger terminals; and

(c) the cargo processing areas.

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 Interpretations

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 this Licence comes into force.

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 so 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

B2.1 In this Licence:

(a) airport charges has the meaning assigned to it by regulation 3(1) of the Airport Charges Regulations 2011 (2011 No.2491);

(b) the CAA means the Civil Aviation Authority;

(c) the Act means the Civil Aviation Act 2012;

(d) airlines means providers of air transport services;

(e) the AOC means Heathrow Airline Operators Committee, a company limited by guarantee representing all airlines at the Airport. Agreement of the AOC shall be decided according to the AOC's governance arrangements;

(f) H7 means the period of the price control set by the CAA in relation to the five Regulatory Years ending on 31 December 2026;

(g) the Regulatory Year means the twelve month period beginning on 1 January and ending on 31 December; and

(h) groundhandling has the meaning assigned to it by regulation 2(1) of the Airports (Groundhandling) Regulations 1997 (1997 No.2389).

Part B General Conditions

B1 Payment of Fees

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

B2 Licence Revocation

B2.1 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;

(ii) the Airport Area ceases to be a dominant airport area; or

(iii) the Airport ceases to be a dominant airport; or

(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:

1. the proceedings relating to any appeal under section 47 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);

2. the proceedings relating to any appeal under sections 47 or 55 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.

B3 Promoting Economy and Efficiency

B3.1 The Licensee shall conduct its business and its activities that relate to the provision of airport operation services at the Airport so as to secure the economical and efficient:

(a) operation and maintenance; and

(b) timely and appropriate enhancement and development of the Airport.

B3.2 In complying with Condition B1.1, the Licensee shall seek to secure that the reasonable demands of users of air transport services regarding the range, availability, continuity, cost and quality of airport operation services provided by the Licensee at the Airport are met. In so doing, the Licensee shall carry out appropriate consultation with users, airlines and other relevant stakeholders, including providing timely and accurate information to them, so that they can assist the Licensee to identify the reasonable demands for airport operation services.

B3.3 In complying with its obligations under this Condition, the Licensee shall take into account all relevant circumstances, including the need for it to finance its provision of airport operation services at the Airport.

Part C The Price Control Conditions

C1 Price Control

C1A Regulatory Year 2026

C1A.1 When the Licensee fixes the amounts to be levied by it by way of airport charges in respect of relevant air transport services in the Regulatory Year 2023 it shall fix those charges at the levels best calculated to secure that; in that Regulatory Year, the total revenue at the Airport from such charges divided by the total number of passengers using the Airport does not exceed the maximum revenue yield per passenger, which shall be £31.57.

C1A.2 If the Licensee has fixed the amounts to be levied by it by way of airport charges in respect of relevant air transport services in the Regulatory Year 2023 at levels that exceed the maximum yield per passenger set out in Condition C1A.1, the Licensee shall, within one month of Condition Price Control C1 coming into effect in relation to the Regulatory Year 2023, consult airlines under the Airport Charges Regulations 2011 (2011 No.2491) to reset its prices to a level calculated to secure compliance with Condition C1A.1.

C1A.3 The Licensee shall maintain the governance arrangements and the Q6 Capital Investments Triggers Handbook in relation it is core capex projects and development capex projects.

C1A.4 When the Licensee fixes the amounts to be levied by it by way of airport charges in respect of relevant air transport services in the Regulatory Year 2024, it shall fix those charges at the levels best calculated to secure that, in that Regulatory Year, the total revenue at the Airport from such charges divided by the total number of passengers using the Airport does not exceed the maximum revenue yield per passenger, which shall be calculated as follows:

$$M_{2024} = Y_{2023} \times (1 + CPI_{2024} + X_{2024} + B_{2022}) + \frac{AC_{2024}}{Q_{2024}} - \frac{T_{2024}}{Q_{2024}} + \frac{TDO_{2024}}{Q_{2024}} - AK_{2024} - K_{2024}$$

where:

(a) M_{2024} is the maximum revenue yield per passenger using the Airport in Regulatory Year 2024 expressed in pounds sterling;

(b) Y_{2023} is the maximum revenue yield per passenger using the Airport in

Regulatory Year 2023, as defined in Condition C1A.6(a);

(c) CPI_{2024} is the percentage change between:

(i) the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year 2024; and

(ii) the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year 2023;

(d) $\mathrm{X}_{2024} = -20.07\%$;

(e) B_{2022} is the bonus factor in Regulatory Year 2024, based on the Licensee's service quality performance in Regulatory Year 2022, as defined in Condition C1A.9;

(f) AC_{2024} is the Licensee's allowed capex adjustment in the Regulatory Year 2024, as defined in Condition C1A.10 to C1A.15;

(g) Q_{2024} is the number of passengers using the Airport in the Regulatory Year 2024;

(h) T_{2024} is the capital trigger factor in the Regulatory Year 2024, as defined in Condition C1A.16 to C1A.17;

(i) TDO_{2024} is the terminal drop-off charge factor in Regulatory Year 2024, as defined in Condition C1A.18 to C1A.19;

(j) AK_{2024} is the additional correction factor for Regulatory Year 2024, as defined in Condition C1A.22; and

(k) K_{2024} is the correction factor in Regulatory Year 2024, as defined in Condition C1A.24.

C1A.5 On each occasion on which the Licensee fixes the amounts to be levied by it by way of airport charges in respect of relevant air transport services in each of the subsequent Regulatory Years starting on 1 January 2025 and ending on 31 December 2026, the Licensee shall fix those charges at the levels best calculated to secure that, in each Regulatory Year, total revenue at the Airport from such charges divided by the total number of passengers using the Airport does not exceed the amount set in accordance with the formula below:

$$M_t = Y_{t-1} \times (1 + CPI_t + X_t + B_{t-2}) + \frac{AC_t}{Q_t} - \frac{T_t}{Q_t} + \frac{TDO_t}{Q_t} + \frac{TRS_t}{Q_t} - AK_t + H7_t + \frac{RPEC_t}{Q_t} + \frac{HWLPEC_t}{Q_t} - K_t$$

where:

(a) M_t is the maximum revenue yield per passenger using the Airport in Regulatory Year t expressed in pounds sterling;

(b) Y_{t-1} is the average revenue yield per passenger in Regulatory Year $t-1$, as defined in Condition C1A.6;

(c) CPI_t is the percentage change between:

(i) the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year t; and

(ii) the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year $t-1$;

(d) X_t = 0;

(e) B_{t-2} is the bonus factor in Regulatory Year t, based on the Licensee's service quality performance in Regulatory Year $t-2$, as defined in Condition C1A.9;

(f) AC_t is the Licensee's allowed capex adjustment in the Regulatory Year t, as defined in Condition C1A.10 to C1A.15;

(g) Q_t is the number of passengers using the Airport in the Regulatory Year t;

(h) T_t is the capital trigger factor in the Regulatory Year t, as defined in Condition C1A.16 to C1A.17;

(i) TDO_t is the terminal drop-off charge factor in Regulatory Year t, as defined in Condition C1A.18 to C1A.19;

(j) TRS_t is the traffic risk sharing factor in Regulatory Year t, as defined in Condition C1A.20 to C1A.21;

(k) AK_t is the additional correction factor for Regulatory Year t, as defined in Condition C1A.22;

(l) $H7_t$ is the H7 factor for Regulatory Year t, as defined in Condition C1A.23; and

(m) K_t is the correction factor in Regulatory Year t, as defined in Condition C1A.24.

(n) $RPEC_t$ is the Return on provisional early costs factor in the Regulatory Year t. For Regulatory Year 2026 it shall be calculated in accordance with Condition C1A.25, and in all other Regulatory Years it shall take the value 0;

(o) $HWLPEC_t$ is the Heathrow West Limited provisional early costs factor in the Regulatory Year t. For Regulatory Year 2026 it shall be calculated in accordance with Condition C1A.26, and in all other Regulatory Years it shall take the value 0.

Average revenue yield per passenger Y_{t-1}

C1A.6 Y_{t-1} is the average revenue yield per passenger in Regulatory Year $t-1$ calculated in accordance with the following formula:

$$Y_{t-1} = Y_{t-2} \times (1 + CPI_{t-1} + X_{t-1}) + S_{t-1}$$

where:

(a) $Y_{2023} = £31.570 + S_{2023}$;

(b) CPI_{t-1} is the percentage change between:

(i) the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year $t-1$; and

(ii) the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year $t-2$;

(c) X_t has the same value as in Condition C1.5(d), except that in respect of Regulatory Year 2024, X_{2024} has the same value as in Condition C1A.4(d); and

(d) S_{t-1} is the allowable security and/or health and safety cost per passenger in Regulatory Year $t-1$, as defined in Condition C1A.7 to C1A.8.

Allowable security and/or health and safety cost per passenger S_{t-1}

C1A.7 S_{t-1} is the allowable security and/or health and safety cost per passenger in Regulatory Year $t-1$ arising as a result of changes to security and/or health and safety standards. Additional costs from such changes shall be positive

values; reductions in costs from such changes shall be negative values. This mechanism applies only when the expected cumulative cost ("EC") associated with changes to security and/or health and safety standards are:

(a) above a cumulative £22.12m "deadband" figure; or

(b) below a cumulative -£22.12m "deadband" figure.

C1A.8 S_{t-1} is calculated in accordance with Table C1A.1 below:

Table C1A.1: Calculation of S_{t-1}

For each relevant Regulatory Year $t-1$	
If EC is a positive number, then:	If EC is a negative number, then:
if: $\lvert \mathrm{EC}_{t-1} \rvert > £22.12\mathrm{m}$ and $\lvert \mathrm{EC}_{t-2} \rvert > £22.12\mathrm{m}$ then: $\mathrm{S}_{t-1} = 0.9 \times \mathrm{C}_{t-1}$	if: $\lvert \mathrm{EC}_{t-1} \rvert > £22.12\mathrm{m}$ and $\lvert \mathrm{EC}_{t-2} \rvert > £22.12\mathrm{m}$ then: $\mathrm{S}_{t-1} = 0.9 \times \mathrm{C}_{t-1}$
OR: if: $\lvert \mathrm{EC}_{t-1} \rvert > £22.12\mathrm{m}$ and $\lvert \mathrm{EC}_{t-2} \rvert < £22.12\mathrm{m}$ then: $\mathrm{S}_{t-1} = 0.9 \times \frac{(\mathrm{EC}_{t-1} - £22.12\mathrm{m})}{\mathrm{TimeFactor} \times \mathrm{Q}_{t-1}}$	OR: if: $\lvert \mathrm{EC}_{t-1} \rvert > £22.12\mathrm{m}$ and $\lvert \mathrm{EC}_{t-2} \rvert < £22.12\mathrm{m}$ then: $\mathrm{S}_{t-1} = 0.9 \times \frac{(\mathrm{EC}_{t-1} + £22.12\mathrm{m})}{\mathrm{TimeFactor} \times \mathrm{Q}_{t-1}}$
OR: if: $\lvert \mathrm{EC}_{t-1} \rvert < £22.12\mathrm{m}$ and $\lvert \mathrm{EC}_{t-2} \rvert > £22.12\mathrm{m}$ then: $\mathrm{S}_{t-1} = -0.9 \times \frac{(\mathrm{EC}_{t-2} - £22.12\mathrm{m})}{\mathrm{TimeFactor} \times \mathrm{Q}_{t-1}}$	OR: if: $\lvert \mathrm{EC}_{t-1} \rvert < £22.12\mathrm{m}$ and $\lvert \mathrm{EC}_{t-2} \rvert > £22.12\mathrm{m}$ then: $\mathrm{S}_{t-1} = -0.9 \times \frac{(\mathrm{EC}_{t-2} + £22.12\mathrm{m})}{\mathrm{TimeFactor} \times \mathrm{Q}_{t-1}}$
Otherwise: $\mathrm{S}_{t-1} = 0$	Otherwise: $\mathrm{S}_{t-1} = 0$

where:

(a) Q_{t-1} is the number of passengers using the Airport in Regulatory Year $t-1$;

(b) $\mathrm{TimeFactor}$ is a time variable, which is defined in Table C1A.2 below:

Table C1A.2: $\mathrm{TimeFactor}$

Regulatory Year t	2022	2023	2024	2025	2026
$\mathrm{TimeFactor}$	5	4	3	2	1

(c) C_{t-1} is the total allowable security and/or health and safety claim per passenger using the Airport in Regulatory Year $t-1$ (whether of a positive or negative value) expressed in pounds sterling, compared to security and/or health and safety costs per passenger in Regulatory Year $t-2$;

(d) EC_t is the expected cumulative security and/or health and safety claim in Regulatory Year t, which shall be calculated in accordance with Table C1A.3 below:

Table C1A.3: Calculation of annualised allowable security and/or health and safety costs (EC_t)

Changes in Regulatory Year	Regulatory Year				
	2022	2023	2024	2025	2026
2022	$5 \times C_{2022} \times Q_{2022}$	$5 \times C_{2022} \times Q_{2022}$	$5 \times C_{2022} \times Q_{2022}$	$5 \times C_{2022} \times Q_{2022}$	$5 \times C_{2022} \times Q_{2022}$
2023	0	$4 \times C_{2023} \times Q_{2023}$	$4 \times C_{2023} \times Q_{2023}$	$4 \times C_{2023} \times Q_{2023}$	$4 \times C_{2023} \times Q_{2023}$
2024	0	0	$3 \times C_{2024} \times Q_{2024}$	$3 \times C_{2024} \times Q_{2024}$	$3 \times C_{2024} \times Q_{2024}$
2025	0	0	0	$2 \times C_{2025} \times Q_{2025}$	$2 \times C_{2025} \times Q_{2025}$
2026	0	0	0	0	$1 \times C_{2026} \times Q_{2026}$
EC_t =	Sum rows	Sum rows	Sum rows	Sum rows	Sum rows

where:

(i) C_t is the total allowable security and/or health and safety claim per passenger using the Airport in Regulatory Year t (whether of a positive or negative value) expressed in pounds sterling, compared to security and/or health and safety costs per passenger in Regulatory Year $t-1$; and

(ii) Q_t bears the same meaning as in Condition C1A.5(g).

Bonus factor B_{t-2}

C1A.9 B_{t-2} is the bonus factor based on performance achieved in respect of the specified elements k and bonus measures bm of the Licensee's service quality performance as each such term is defined in Condition D1. The bonus factor shall be calculated in accordance with Schedule 1 of this Licence.

Allowed capex adjustment AC_t

C1A.10 AC_t is the capex adjustment, which adjusts the maximum revenue yield per passenger in Regulatory Year t to account for the changes in revenue requirement associated with allowed capex projects. AC_t shall be calculated in accordance with Table C1A.4 below.

Table C1A.4: Allowed capex adjustment

For projects in Regulatory Year	Adjustment for revenue requirement in Regulatory Year		
	2024	2025	2026
2022	$\frac{P_{2024}}{P_{2022}} \times d_{2022}$	$\frac{P_{2025}}{P_{2022}} \times d_{2022}$	$\frac{P_{2026}}{P_{2022}} \times d_{2022}$
2023	$\frac{P_{2024}}{P_{2023}} \times d_{2023}$	$\frac{P_{2025}}{P_{2023}} \times d_{2023}$	$\frac{P_{2026}}{P_{2023}} \times d_{2023}$
2024	$0.5 \times d_{2024}$	$\frac{P_{2025}}{P_{2024}} \times d_{2024}$	$\frac{P_{2026}}{P_{2024}} \times d_{2024}$
2025	0	$0.5 \times d_{2025}$	$\frac{P_{2026}}{P_{2025}} \times d_{2025}$
2026	0	0	$0.5 \times d_{2026}$
	Sum Rows $\times$ RWACC	Sum Rows $\times$ RWACC	Sum Rows $\times$ RWACC

where:

(a) P_t is the average value of the Office for National Statistics monthly CHAW Retail Price Index over Regulatory Year t;

(b) d_t is the allowed capex adjustment in Regulatory Year t as defined in Condition C1A.11; and

(c) RWACC is the pre-tax RPI-real weighted average cost of capital which shall have a value of 4.01%.

C1A.11 For the purposes of Condition C1.10, the allowed capex adjustment ($\mathrm{d_t}$) in Regulatory Year t is an amount equal to the difference between the capex allowance included in the H7 settlement and the total capex associated with capex projects in Regulatory Year t, and is to be calculated as follows:

$$\mathrm{d_t} = \mathrm{IC_t} - \mathrm{AV_t} \times \frac{\mathrm{P_t}}{\mathrm{P_{2018}}} + \mathrm{AddC_t} \times \mathrm{InfAddC_t}$$

where:

(a) $\mathrm{IC_t}$ is the total capex incurred by the Licensee in Regulatory Year t in accordance with the governance arrangements;

(b) $\mathrm{AV_t}$ is the available capex allowance in Regulatory Year t in 2018 RPI-real prices; and is given by

(i) £339.643 million for 2022;

(ii) £509.400 million for 2023;

(iii) £625.871 million for 2024;

(iv) £902.086 million for 2025; and

(v) £850.509 million for 2026.

(c) $\mathrm{P_t}$ bears the same meaning as in Condition C1.10(a);

(d) $\mathrm{P_{2018}}$ is the average value of the Office for National Statistics monthly CHAW Retail Price Index over Regulatory Year 2018 and is equal to 281.58;

(e) $\mathrm{AddC_t}$ is additional capex allowance for Regulatory Year t determined by the CAA through the Capex Adjustment Mechanism in accordance with Condition C1A.12. It shall have the value zero unless otherwise directed by the CAA in accordance with that condition; and

(f) $\mathrm{InfAddC_t}$ is the inflation adjustment applicable to $\mathrm{AddC_t}$ for Regulatory Year t as set out in Condition C1A.15(b)(i).

C1A.12 The Licensee may seek a decision by the CAA to direct a value for one or more capex allowances for inclusion in the calculation of $\mathrm{AddC_t}$ in Condition C1A.11. The Licensee may apply to the CAA for a decision to make such a direction

where it considers that the following criteria (the "Capex Adjustment Criteria") are both met:

(a) the Licensee considers that it is in the interests of consumers for it to undertake capex projects that were not included in the calculation of $\mathrm{AV_t}$. Such capex projects may include, but are not limited to, capex projects to reduce, control or mitigate the adverse environmental effects of the Airport; and

(b) over the H7 period, the Licensee expects to incur a cumulative capex of a value more than the H7 total available capex allowance, calculated in accordance with the following formula:

$$\sum_{t=2022}^{t=2026} \mathrm{AV_t}$$

where $\mathrm{AV_t}$ shall bear the meaning given to that term in Condition C1A.14.

C1A.13 Except where the CAA has given consent in writing, the Licensee may make an application under Condition C1A.12 only during the following periods:

(a) 1 February 2024 to 31 March 2024; and/or

(b) 1 February 2025 to 31 March 2025

C1A.14 For the purposes of Condition C1A.12, the Licensee must support any application with comprehensive evidence setting out:

(a) the scope of the capex project(s) that are the subject matter of its application (the "Project(s)");

(b) the costs that the Licensee expects to incur during the H7 period in relation to each Project which is the subject of its application;

(c) the basis on which the Licensee considers that the Project(s) (individually or cumulatively) meet each of the Capex Adjustment Criteria;

(d) evidence setting out how airlines have been consulted in relation to each Project in accordance with the governance arrangements; and

(e) a report setting out airlines' views on the matters consulted on under Condition C1A.14(d).

The Licensee shall make any application in accordance with the requirements of any additional guidance on the form or content of applications that the CAA may publish.

C1A.15 Where the Licensee has made an application under Condition C1A.12, the CAA will:

(a) before making a direction under Condition C1A.12, publish on its website:

(i) the Licensee's application that does not contain information that the CAA considers is confidential to the Licensee;

(ii) the text of any proposed direction that it is proposing to make;

(iii) the reasons for the proposed direction; and

(iv) a period during which representations may be made on the proposed direction, which will not be less than 28 days.

(b) after the period for representations set in accordance with this Condition has ended, make a decision to direct on:

(i) such adjustment or adjustments to the value of $\mathrm{AddC_t}$, and such value for the inflation adjustment applicable to it ($\mathrm{InfAddC_t}$) as it considers appropriate in the interests of consumers, and the Regulatory Years to which any such adjustment and/or inflation adjustment relate;

(ii) rejecting the Licensee's application; or

(iii) requesting more information from the Licensee.

Trigger factor $\mathrm{T_t}$

C1A.16 $\mathrm{T_t}$ is the trigger factor in Regulatory Year t, which is a change in the maximum revenue yield per passenger occurring when the Licensee achieves specific capital investment milestones associated with relevant projects earlier or later than the milestone month in the Capital Investment Triggers Handbook. For the purposes of $\mathrm{T_t}$, a "relevant project" is any project to which triggers apply which passed through Gateway 3:

(a) in accordance with the governance arrangements applicable to it at that time; and

(b) prior to the either the governance arrangements being modified as a result of guidance issued during 2023 in accordance with Condition For 31 December 2023, whichever is the earlier.

T_t shall be calculated as follows:

$$T_t = \sum_i TM_{it} TF_{it}$$

where for any specific trigger i:

(i) TF_{it} is the number of months between the milestone month and either:

1. for capex projects completed later than the milestone month, the earlier of the project completion date or the end of Regulatory Year t; or

2. for capex projects completed earlier than the milestone month, the later of the project completion date or the start of Regulatory Year t.

in either case, TF_{it} shall bear a maximum value of 12.

(ii) TM_{it} is the trigger payment associated with each trigger in Regulatory Year t and is defined as:

$$TM_{it} = MTP_i \times \frac{P_t}{P_{2018}}$$

where:

1. MTP_i is the monthly trigger payment which is defined for each relevant project;

2. P_t bears the same meaning as in Condition C1A.10(a); and

3. P_{2018} bears the same meaning as in Condition C1A.11(d).

C1A.17 The triggers, milestone month and monthly trigger payments shall bear the same meaning as set out in the Capital Investment Triggers Handbook applicable to the relevant project at the time when the triggers were set and may be modified in accordance with the modification processes set out in that handbook.

Terminal drop-off charge $\mathbf{TDO_t}$

C1A.18 $\mathrm{TDO_t}$ is the Terminal drop-off charge factor that:

(a) implements risk sharing; and

(b) provides protection to the Licensee from the risk that a change to legislation that substantially alters the basis upon which the CAA makes its forecasts on revenue from Terminal drop-off charges in Regulatory Year t.

C1A.19 $\mathrm{TDO_t}$ shall be calculated in accordance with Table C1A.5 below.

Table C1A.5: Calculation of the Terminal drop-off charge

If $\mathrm{w_t}$ = 0	If $\mathrm{w_t}$ = 1
$-0.65 \times (\mathrm{OTDO_t} - \mathrm{FTDO_t})$	$-1.00 \times (\mathrm{OTDO_t} - \mathrm{FTDO_t})$

where:

(a) $\mathrm{w_t}$ = 1 if a change to legislation comes into force in Regulatory Year t that prevents the Licensee from recovering the full amount of the Forecast, and

$\mathrm{w_t}$ = 0 otherwise;

(b) $\mathrm{OTDO_t}$ is the outturn revenue collected by the Licensee from Terminal drop-off charges in Regulatory Year t; and

(c) $\mathrm{FTDO_t}$ is CAA's forecast of the revenue that the Licensee is expected to collect from Terminal drop-off charges in Regulatory Year t and is set out in the CAA's final decision setting the price control applicable to the Licensee for H7.

Traffic risk sharing adjustment $\mathbf{TRS_t}$

C1A.20 $\mathrm{TRS_t}$ is the traffic risk sharing adjustment in Regulatory Year t, which adjusts the maximum revenue yield per passenger in Regulatory Year t to take account of the number of passengers using the Airport in previous Regulatory Years being either higher or lower than the number forecast by the CAA and set out in Table C1A.8 in Condition C1A.21. It shall be calculated in accordance with Table C1A.6 below.

Table C1A.6: Traffic Risk Sharing Adjustment

Adjustment for outturn in	Regulatory Year	
	2025	2026
Regulatory Year 2023	$\frac{\mathrm{ARS}_{2023}}{10} \times \frac{\mathrm{P}_{2025}}{\mathrm{P}_{2023}} \times (1 + \mathrm{RWACC})^2$	$\frac{\mathrm{ARS}_{2023}}{10} \times \frac{\mathrm{P}_{2026}}{\mathrm{P}_{2023}} \times (1 + \mathrm{RWACC})^3$
Regulatory Year 2024	0	$\frac{\mathrm{ARS}_{2024}}{10} \times \frac{\mathrm{P}_{2026}}{\mathrm{P}_{2024}} \times (1 + \mathrm{RWACC})^2$
TRS_t	Sum Rows	Sum Rows

where:

(a) ARS_t is the annual risk share with respect to traffic outturns in Regulatory Year t, as defined in Condition C1A.21;

(b) P_t bears the same meaning as in Condition C1A.10(a); and

(c) RWACC bears the same meaning as in Condition C1A.10(c).

C1A.21 For the purposes of Condition C1A.20, ARS_t is the annual risk share with respect to traffic outturns in Regulatory Year t, which is calculated in accordance with the formula below:

$$\mathrm{ARS}_t = \sum_{i=1}^{i=4} \mathrm{RS}_{it}$$

where RS_{it} is calculated in accordance with Table C1A.7 below:

Table C1A.7: Annual Risk Share

	if	then	otherwise
RS_{1t}	$\mathrm{OAR}_t < 0.9 \times \mathrm{FAR}_t$	$(0.9 \times \mathrm{FAR}_t - \mathrm{OAR}_t) \times 1.05$	0
RS_{2t}	$\mathrm{OAR}_t < \mathrm{FAR}_t$	$\{\mathrm{FAR}_t - \max[(0.9 \times \mathrm{FAR}_t), \mathrm{OAR}_t]\} \times 0.5$	0
RS_{3t}	$\mathrm{OAR}_t > \mathrm{FAR}_t$	$\{\mathrm{FAR}_t - \min[(1.1 \times \mathrm{FAR}_t), \mathrm{OAR}_t]\} \times 0.5$	0
RS_{4t}	$\mathrm{OAR}_t > 1.1 \times \mathrm{FAR}_t$	$(1.1 \times \mathrm{FAR}_t - \mathrm{OAR}_t) \times 1.05$	0

where:

(a) OAR_t is the outturn allowed revenue in Regulatory Year t calculated in accordance with the formula below:

$$OAR_t = MY_t \times Q_t$$

where:

(i) MY_t is the maximum allowed yield (excluding adjustments) in Regulatory Year t defined as:

For t = 2023: $MY_{2023} =$ £31.570

For t = 2024: $MY_t = MY_{t-1} \times (1 + CPI_{2024} + X_{2024})$

For t > 2024: $MY_t = MY_{t-1} \times (1 + CPI_t + X_t)$

where:

1. CPI_t bears the same meaning as in Condition C1A.5(c); and

2. X_t has the same value as in Condition C1A.5(d), except that in respect of Regulatory Year 2024, X_{2024} has the same value as in Condition C1A.4(d)

(ii) Q_t bears the same meaning as in Condition C1A.5(g).

(b) FAR_t is the forecast allowed revenue in Regulatory Year t calculated in accordance with the formula below:

$$FAR_t = MY_t \times Q_t^f$$

where:

(i) MY_t bears the same meaning as in Condition C1A.21(a)(i); and

(ii) Q_t^f is the forecast number of passengers using the Airport in Regulatory Year t, as set out in Table C1A.8 below.

Table C1A.8: Traffic Risk Sharing Adjustment

Regulatory Year	Forecast number of passenger
2023	73,008,769
2024	78,890,705
2025	80,653,561
2026	81,318,198

Additional correction factor $\mathbf{AK_t}$

C1A.22 AK_t is the additional correction factor to be made in Regulatory Year t to return in full during Regulatory Years 2025 to 2026 the Licensee's over recovery of revenue from airport charges compared with M_{2020} and M_{2021}. AK_t is calculated as follows:

$$AK_t = \frac{0.5}{Q_t} \times \left[OR_{2020} \times \frac{P_t}{P_{2020}} \times (1 + RWACC)^{t-2020} + OR_{2021} \times \frac{P_t}{P_{2021}} \times (1 + RWACC)^{t-2021} \right]$$

where:

(a) Q_t bears the same meaning as in Condition C1A.5(g);

(b) OR_t is the over-recovered airport charges revenue and has the following values:

(i) OR_{2020} is equal to £29 million in 2020 RPI-real prices; and

(ii) OR_{2021} is equal to £48 million in 2021 RPI-real prices;

(c) P_t bears the same meaning as in Condition C1A.10(a);

(d) P_{2020} is the average value of the Office for National Statistics monthly CHAW Retail Price Index over Regulatory Year 2020 and is equal to 293.14;

(e) P_{2021} is the average value of the Office for National Statistics monthly CHAW Retail Price Index over Regulatory Year 2021 and is equal to 305.00; and

(f) $RWACC$ bears the same meaning as in Condition C1A.10(c).

C1A.23 $H7_t$ is the H7 adjustment factor to be made in Regulatory Year t to adjust in full during Regulatory Years 2025 to 2026 the Licensee's allowed revenue to reflect the CAA's decisions in 2024 on the exclusion of the index-linked debt premium from the calculation of the weighted average cost of capital, and the revisions to the Licensee's revenues in relation to pension deficit repair costs and pod parking revenues. $H7_t$ has the following values:

(a) for 2025, $H7_{2025}$ = -0.798; and

(b) for 2026, $H7_{2026}$ = -0.825.

Correction factor $\mathbf{K_t}$

C1A.24 K_t is the correction factor (whether positive or negative value) to be made in Regulatory Year t, which is calculated as follows:

$$K_t = \frac{1}{Q_t} \times (R_{t-2} - Q_{t-2} \times M_{t-2}) \times \left(1 + \frac{I_{t-2}}{100}\right)^2$$

where:

(a) R_{t-2} is the total revenue from airport charges in respect of relevant air transport services levied at the Airport in Regulatory Year $t-2$ expressed in pounds sterling;

(b) Q_{t-2} is the number of passengers using the Airport in Regulatory Year $t-2$;

(c) M_{t-2} is the maximum revenue yield per passenger using the Airport in Regulatory Year $t-2$ expressed in pounds sterling, except that in respect of Regulatory Year 2022, M_{2022} it shall bear the value £30.19;

(d) I_{t-2} is the appropriate interest rate for Regulatory Year $t-2$, which is equal to:

(i) the specified rate plus 3% where K_t is positive; or

(ii) the specified rate where K_t is negative.

Return on provisional early costs factor $\mathbf{RPEC_t}$

C1A.25 For Regulatory Year 2026 $RPEC_t$ shall be calculated as follows:

$$RPEC_{2026} = (1.5 \times PEC_{2025} + 0.5 \times PEC_{2026}) \times RWACC$$

where:

(a) PEC_{2025} is the Provisional early costs incurred by HAL in 2025 (in 2026 RPI-real prices), and is calculated as:

$$PEC_{2025} = £33\text{million} \times \frac{CPIIndex_{2025}}{CPIIndex_{2024}} \times \frac{P_{2026}}{P_{2025}}$$

where:

(i) $CPIIndex_t$ is the average value of the Office for National Statistics

monthly D7BT Consumer Price Index over Regulatory Year t; and

(ii) P_t is the average value of the Office for National Statistics monthly CHAW Retail Price Index over Regulatory Year t;

(b) PEC_{2026} is the Provisional early costs incurred by HAL in 2026 (in 2026 RPI-real prices), and is calculated as:

$$PEC_{2026} = £287\text{million} \times \frac{CPIIndex_{2026}}{CPIIndex_{2024}}$$

where:

(i) $CPIIndex_t$ bears the same meaning as in Condition C1A.25(a)(i)

(c) $RWACC$ bears the same meaning as in Condition C1A.10(c).

Heathrow West Limited provisional early costs factor $HWLPEC_t$

C1A.26 For Regulatory Year 2026 $HWLPEC_t$ shall be calculated as follows:

$$HWLPEC_{2026} = £4.3\text{million} \times \frac{P_{2026}}{P_{2025}} \times (1 + RWACC)$$

where:

(a) P_t bears the same meaning as in Condition C1A.25(a)(ii); and

(b) $RWACC$ bears the same meaning as in Condition C1A.10(c).

C1A.27 The Licensee shall pay Heathrow West Limited the revenue recovered through 2026 aeronautical charges and attributable to the Heathrow West Limited Provisional early costs factor $HWLPEC_t$, no later than 31 December 2027. The maximum amount of payment shall be capped at £4.47 million (2025 RPI-real prices) and uplifted by inflation and an allowed return to the year in which payment is made. Within the limit of this overall cap the level of the payment made by HAL under this paragraph will be determined by the CAA in a written direction provided to HAL.

C1B Regulatory Year 2027

C1B.1 When the Licensee fixes the amounts to be levied by it by way of airport charges in respect of relevant air transport services in the Regulatory Year 2027 it shall fix those charges at the levels best calculated to secure that; in that Regulatory Year, the total revenue at the Airport from such charges divided by

the total number of passengers using the Airport does not exceed the maximum revenue yield per passenger, which shall be calculated in accordance with Condition C1B.4.

C1B.2 If the Licensee has fixed the amounts to be levied by it by way of airport charges in respect of relevant air transport services in the Regulatory Year 2027 at levels that exceed the maximum yield per passenger set out in Condition C1B.1, the Licensee shall, within one month of Condition C1 Price Control coming into effect in relation to the Regulatory Year 2027, consult airlines under the Airport Charges Regulations 2011 (2011 No.2491) to reset its prices to a level calculated to secure compliance with Condition C1B.1.

C1B.3 The Licensee shall maintain the governance arrangements and the Q6 Capital Investments Triggers Handbook in relation it is core capex projects and development capex projects.

C1B.4 The maximum revenue yield per passenger for Regulatory Year 2027 shall be calculated as follows:

$$\mathrm{M}_{2027} = \mathrm{Y}_{2026} \times (1 + \mathrm{CPIH}_{2027} + \mathrm{X}_{2027} + \mathrm{B}_{2025}) - \mathrm{K}_{2027}$$

where

(a) M_{2027} is the maximum revenue yield per passenger using the Airport in Regulatory Year 2027 expressed in pounds sterling;

(b) Y_{2026} is the average revenue yield per passenger using the Airport in Regulatory Year 2026, as defined in Condition C1B.6;

(c) CPIH_{2027} is the percentage change between:

(i) the average value of the Office for National Statistics monthly L522 Consumer Prices Index including owner occupiers' housing costs over Regulatory Year 2027;

(ii) the average value of the Office for National Statistics monthly L522 Consumer Prices Index including owner occupiers' housing costs over Regulatory Year 2026;

(d) $\mathrm{X}_{2027} = 3.043\%$;

(e) B_{2025} is the bonus factor in Regulatory Year 2027, based on the Licensee's service quality performance in Regulatory Year 2025, as defined in Condition C1B.9; and

(f) [NOT USED]

(g) [NOT USED]

(h) [NOT USED]

(i) [NOT USED]

(j) [NOT USED]

(k) K_{2027} is the correction factor in Regulatory Year 2027, as defined in Condition C1B.24.

C1B.5 [NOT USED]

Average revenue yield per passenger Y_{2026}

C1B.6 Y_{2026} is the average revenue yield per passenger in Regulatory Year 2026 calculated in accordance with the following formula:

$$Y_{2026} = Y_{2025} \times (1 + CPI_{2026} + X_{2026}) + S_{2026}$$

where

(a) $Y_{2025} = £26.913$;

(b) CPI_{2026} is the percentage change between:

(i) the average value of the Office for National Statistics monthly D7BT Consumer Prices Index over Regulatory Year 2026;

(ii) the average value of the Office for National Statistics monthly D7BT Consumer Prices Index over Regulatory Year 2025;

(c) $X_{2026} = 0$; and

(d) $S_{2026} = 0$.

Allowable security and/or health and safety cost per passenger S_{t-1}

C1B.7 [NOT USED]

C1B.8 [NOT USED]

Bonus factor B_{2025}

C1B.9 B_{2025} is the bonus factor based on performance achieved in respect of the specified elements k and bonus measures bm of the Licensee's service quality performance as each such term is defined in Condition D1. The bonus factor shall be calculated in accordance with Schedule 1 of this Licence.

Allowed capex adjustment $\mathbf{AC_t}$

C1B.10 [NOT USED]

C1B.11 [NOT USED]

C1B.12 [NOT USED]

C1B.13 [NOT USED]

C1B.14 [NOT USED]

C1B.15 [NOT USED]

Trigger factor $\mathbf{T_t}$

C1B.16 [NOT USED]

C1B.17 [NOT USED]

Terminal drop-off charge $\mathbf{TDO_t}$

C1B.18 [NOT USED]

C1B.19 [NOT USED]

Traffic risk sharing adjustment $\mathbf{TRS_t}$

C1B.20 [NOT USED]

C1B.21 [NOT USED]

Additional correction factor $\mathbf{AK_t}$

C1B.22 [NOT USED]

C1B.23 [NOT USED]

Correction factor $\mathbf{K_{2027}}$

C1B.24 K_{2027} is the correction factor (whether positive or negative value) to be made in Regulatory Year 2027, which is calculated as follows:

$$K_{2027} = \frac{1}{Q_{2027}} \times (R_{2025} - Q_{2025} \times M_{2025}) \times \left(1 + \frac{I_{2025}}{100}\right)^2$$

where

(a) R_{2025} is the total revenue from airport charges in respect of relevant air transport services levied at the Airport in Regulatory Year 2025 expressed in pounds sterling;

(b) Q_{2025} is the number of passengers using the Airport in Regulatory Year 2025;

(c) M_{2025} is the maximum revenue yield per passenger using the Airport in Regulatory Year 2025 expressed in pounds sterling;

(d) I_{2025} is the appropriate interest rate for Regulatory Year 2025, which is equal to:

(i) the specified rate plus 3% where K_{2027} is positive; or

(ii) the specified rate where K_{2027} is negative.

Definitions

C1.28 In this Condition C1:

(a) **allowable security and/or health and safety claim per passenger** means the annual equivalent of the increase or decrease in security and/or health and safety costs at the Airport in the relevant Regulatory Year which arise as a result of a change in required security and/or health and safety standards at the Airport, where the CAA agrees in writing that the relevant standard has changed, divided by the number of passengers using the Airport in that Regulatory Year;

(b) **average revenue yield per passenger** means the revenue from airport charges levied in respect of relevant air transport services in the relevant Regulatory Year, before any deduction of rebates under the Measures, Targets and Incentives Scheme in Schedule 1 of this Licence, divided by the total number of passengers using the Airport in the relevant Regulatory Year;

(c) the **Capital Investment Triggers Handbook** means the handbook published by the Licensee in accordance with Condition F1.1(a) which contains details of the triggers, milestone months and monthly trigger payments for capex projects and details of how future changes to those elements can be made with the agreement of the Licensee and the airlines;

(d) **capex project** is any project that is being taken forward in accordance with the governance arrangements;

(e) **the governance arrangements** means the arrangements set out in the Capital Efficiency Handbook published by the Licensee as required in accordance with Condition F1.1(a);

(f) A **passenger** using the Airport is a passenger who

(i) boards an aircraft at the Airport as the origin of their journey;

(ii) arrives at the Airport as the final destination of their journey;

(iii) is a transferring passenger who changes from one aircraft to another at the Airport; or

(iv) is a transiting passenger who arrives at the Airport on an aircraft with one flight number, remains airside, and departs from the Airport on the same flight number;

(g) **project completion date** is the date when, in accordance with the governance arrangements, the Licensee has achieved the trigger criteria as defined for each project in the Capital Investment Triggers Handbook;

(h) **relevant air transport services** means air transport services carrying passengers that join or leave an aircraft at the Airport, including air transport services operated for the purpose of business or general aviation;

(i) **specified rate** means the average of the three month Treasury Bill Discount Rate (expressed as an annual percentage interest rate) published by the UK Debt Management Office (www.dmo.gov.uk/data/treasury-bills/tender-results/), during the 12 months from the beginning of May in Regulatory Year $t-2$ to the end of April in Regulatory Year $t-1$;

(j) **Terminal drop-off charge** means the per vehicle charge for accessing the drop off area for departures from any terminal at the Airport, as set by the Licensee from time to time.

(k) **early costs** means the costs incurred in relation to developing expansion, which were not otherwise taken into account in the calculation of the H7 price control and shall include the costs associated with:

(i) gathering information for and preparing an application for development consent under the Planning Act 2008 and associated materials;

(ii) the acquisition of land and other real property to support the timely delivery of expansion in the event that development consent is granted to the Licensee for expansion; and

(iii) planning for enabling works to support the timely delivery of expansion in the event that development consent is granted to the Licensee for expansion;

(l) **expansion** means plans for the expansion of the Airport by means of the construction of a new runway and associated infrastructure.

C2 Charges for Other Services

C2.1 By 30 September in each Regulatory Year, the Licensee shall provide to the CAA and users of the Specified Facilities details of the methodology it uses to allocate the costs it incurs in the provision of the Specified Facilities ("the cost allocation methodology").

C2.2 The CAA may, by notice published no later than 31 October in any Regulatory Year and following a reasonable period of consultation, require the Licensee to amend the cost allocation methodology referred to in Condition C2.1 in the manner, or to achieve the outcomes, specified in the notice provided that such amendments will not result in the Licensee failing to recover all costs in accordance with the rules and processes set out in the ORC governance arrangements.

C2.3 Where the CAA has required the Licensee to amend the cost allocation methodology under Condition C2.2, the Licensee must make the changes specified in the notice before the start of the next Regulatory Year.

C2.4 The Licensee shall facilitate and pay for an independent review of the appropriateness of the cost allocation methodology to validate that the cost allocation methodology ensures that the costs of the Specified Facilities are allocated between airlines and non-airline users of the Specified Facilities on a fair and reasonable basis. The terms of reference of the review shall be set by the CAA after consultation with the Licensee and users of the Specified Facilities. The independent reviewer for this purpose will be appointed by the Licensee following consultation with the CAA and users of Specified Facilities, and shall report to the CAA and copies of that report shall be made available to users of the Specified Facilities. The Licensee may recover its costs for this review through ORC charges.

C2.5 By 30 September in each Regulatory Year, the Licensee shall provide to the CAA and users of the Specified Facilities statements of the actual costs it has

incurred and the revenues it has generated in respect of each of the Specified Facilities for the preceding Regulatory Year in a form, and to a sufficient degree of detail, as set out in the governance arrangements, to enable the CAA and users of the Specified Facilities to be reasonably satisfied that the charges that the Licensee proposes to apply to the Specified Facilities are derived in accordance with the cost allocation methodology. This obligation only applies in respect of those elements of the Specified Facilities which formed part of the Specified Facilities in the preceding Regulatory Year.

C2.6 By 31 December in each Regulatory Year, the Licensee shall provide to the CAA and to users of the Specified Facilities, prior to implementing any changes to the charges for the Specified Facilities, a statement ("the pricing principles"):

(a) confirming the principles it shall use for calculating the charges it levies for each Specified Facility, as set out in the governance arrangements; and

(b) setting out the assumptions and relevant cost information in a form, and to a sufficient degree of detail, as set out in the governance arrangements, to enable the CAA and users of the Specified Facilities to be reasonably satisfied that the charges that the Licensee proposes to apply to the Specified Facility are derived in accordance with the pricing principles.

C2.7 Where charges for the Specified Facilities are not established in relation to the cost allocation methodology or the pricing principles, the Licensee shall provide to the CAA and to users of the Specified Facilities a statement of:

(a) the reasons for using an alternative methodology and/or approach to charging; and

(b) the methodology and principles that the Licensee has used to set those charges

in a form, and to a sufficient degree of detail, as set out in the governance arrangements, to enable the CAA and users of the Specified Facilities to understand the calculation of such charges, including details of comparable charges for similar services provided by the Licensee or other providers.

C2.8 Where, in respect of any Regulatory Year, the revenue that the Licensee generates from any of the Specified Facilities differs from the revenue that the Licensee generated from that Specified Facility in the preceding Regulatory Year, the Licensee shall provide to the CAA and to users of the Specified Facilities detailed reasons for those differences.

C2.9 The CAA may by notice modify the list of Specified Facilities in this Condition C2 with immediate effect where there is written agreement from the Licensee and the AOC on the nature of the modification to be made.

C2.10 The modifications that can be made under Condition C2.9 shall be limited to any modifications to the list of Specified Facilities to include particular facilities in (or exclude them from) the list in Condition C2.12(a).

C2.11 Modifications can be made to the list of Specified Facilities in this Condition C2 under Condition C2.9 at any time.

Definitions

C2.12 In this Condition C2

(a) the Specified Facilities are:

(i) [NOT USED]

(ii) Baggage System and Screening;

(iii) [NOT USED]

(iv) services for Passengers with reduced mobility (PRMs);

(v) staff car parking;

(vi) staff identity cards;

(vii) fixed electrical ground power;

(viii) pre-conditioned air;

(ix) airside licences;

(x) waste, recycling and refuse collection;

(xi) taxi feeder park;

(xii) utility services (including electricity, water and sewerage); and

(xiii) the Licensee's contribution to the funding of the AOC.

(b) the governance arrangements means the arrangements set out in the ORC Protocol published as required in accordance with Condition F1.1(a); and

(c) users of the Specified Facilities are

(i) airlines (including the AOC) that the Licensee charges directly for use of the Specified Facilities; and

(ii) any other person that the Licensee charges directly for use of the Specified Facilities including, but not limited to, suppliers of groundhandling services, retailers, hotels, UK Border Force and hire car operators, or their representatives.

C3 Procurement of Capital Projects

C3.1 The Licensee shall, so far as is reasonably practicable, secure the procurement of capital projects in an efficient and economical manner, taking account of value for money including scope, aggregated direct and indirect costs for the airlines affected by the project, programme timing risk and benefit to users of air transport services.

C3.2 The following obligations in this Condition C3 are without prejudice to the generality of Condition C3.1 and compliance with the following obligations shall not necessarily be treated in itself as sufficient to secure compliance with Condition C3.1. In fulfilling these obligations, the Licensee shall at all times comply with Condition C3.1.

Publication of a Procurement Code of Practice

C3.3 By 1 October 2014 the Licensee shall publish a Procurement Code of Practice setting out the principles, policies and processes by which it will comply with Condition C3.1.

C3.4 As a minimum, the Procurement Code of Practice shall include the following information:

(a) the acquisition principles, which shall ensure that the design and delivery of relevant capital projects are carried out in a manner which provides an appropriate balance of responsibility between the parties for cost certainty, risk, schedule and specification;

(b) the options for acquisition models that the Licensee intends to apply;

(c) the critical criteria that the Licensee intends to apply for adopting a particular acquisition model; and

(d) the key principles that the Licensee will apply to all contractors with

regards to the operational requirements of airlines and the Licensee's own airport operation services.

C3.5 The information required under Condition C3.4 shall demonstrate how the Licensee will:

(a) further the objective for procurement in Condition C3.1;

(b) incentivise efficiency by its contractors; and

(c) take account of the overall performance of its contractors in awarding additional projects.

C3.6 The Licensee shall, in consultation with airlines, review the Procurement Code of Practice from time to time and update it as necessary, or if directed by the CAA by notice to do so.

C3.7 The Licensee shall publish by 1 February in each Regulatory Year a report identifying instances where significant capital investment work has not been procured in line with the Procurement Code of Practice, providing in each case evidence and analysis as to why an alternative procurement method better met the objective.

Definitions

C3.8 In this Condition C3, significant capital investment work means a capital project with a value of over £20 million.

C4 Charges for Cargo Only Operators

C4.1 In any Regulatory Year, the Licensee shall not levy airport charges in respect of air services that do not fall within the definition of passenger air services that are higher than are levied in respect of equivalent air services falling within that definition.

Definitions

C4.2 In this Condition C4 passenger air services means air services carrying passengers that join or leave an aircraft at the Airport, including air services operated for the purpose of business or general aviation.

Part D Service Quality Conditions

D1 Service Quality Measures, Targets, Incentives and Publication

D1.1 The Licensee shall comply with the Statement of service quality Measures, Targets and Incentives ("the Statement") set out in Schedule 1 of this Licence.

D1.2 The Statement set out at Schedule 1 of this Licence includes its Annexes and, subject to the following provisions of this Condition, is a condition of this Licence.

D1.3 The Licensee shall maintain records of the actual quality of service, rebates that it pays, and bonuses that it accrues in each Regulatory Year in such form and detail that the performance can be independently audited against the requirements set out in the Statement.

D1.4 The Licensee shall publish relevant information about service quality performance in accordance with the requirements specified in the Statement.

D1.5 The Licensee shall facilitate and pay for regular, independent audits of the adequacy, measurement and workings of the service quality Measures, Targets and Incentives scheme set out in Schedule 1, including the surveys included within it. The independent auditors for this purpose will be appointed by the CAA and shall report to the CAA.

D1.6 The CAA may by notice modify the Statement with immediate effect where there is written agreement from both the Licensee and the AOC on the nature of the modification to be made.

D1.7 The modifications that can be made under Condition D1.6 are any modifications to the Statement except:

(a) any modifications to the calculation of the bonus factor set out in the Statement; and

(b) any modifications to Table 7.

D1.8 Modifications can be made to the Statement under Condition D1.6 at any time.

D2 Operational Resilience

D2.1 The purpose is to secure the availability and continuity of airport operation services at the Airport, particularly in times of disruption, to further the interests of users of air transport services in accordance with best practice and in a timely, efficient and economical manner.

D2.2 The Licensee shall achieve the purpose so far as is reasonably practicable having regard to all relevant circumstances.

D2.3 The following obligations in this Condition D2 are without prejudice to the generality of Condition D2.2 and compliance with the following obligations shall not necessarily be treated in itself as sufficient to secure compliance with Condition D2.2. In fulfilling these obligations the Licensee shall at all times comply with Condition D2.2.

Resilience plans

D2.4 By 1 October 2014 the Licensee shall publish one or more plan(s) or other documents setting out the principles, policies and processes by which it will comply with Condition D2.2.

D2.5 As a minimum, the plan(s) shall include those elements set out in any relevant guidance issued by the CAA as revised from time to time.

D2.6 In particular, the plan(s) shall include details on how the Licensee, in cooperation with airlines using the Airport, will seek to ensure the welfare of users of air transport services during disruption.

D2.7 Prior to publishing any plan(s) or other documents under Condition D2.4, the Licensee shall consult all relevant parties on those plans or documents.

D2.8 The Licensee shall allow a reasonable time for relevant parties to respond to any consultation issued under Condition D2.7.

D2.9 The Licensee shall, from time to time or when so directed by the CAA, review and, if necessary and following consultation, revise any plan(s) or other documents published under Condition D2.4 so that they may better comply with Condition D2.2.

D2.10 No revision of any CAA guidance under Condition D2.5 or CAA direction under Condition D2.9 shall have effect unless the CAA has first consulted the Licensee and any relevant parties.

Coordination and cooperation

D2.11 The Licensee shall, so far as is reasonably practicable, coordinate and cooperate with all relevant parties at the Airport to meet the requirements of Condition D2.2.

D2.12 The Licensee shall set up and facilitate a committee of relevant parties or organisations representing those relevant parties. All relevant parties shall have the right to be on this committee or, if they so wish, to be represented on it by an organisation appointed to that effect.

D2.13 The Licensee shall develop rules of conduct for airlines and suppliers of groundhandling services to follow, particularly during disruption, in consultation with those parties. The rules of conduct shall be set out in the Licensee's Conditions of Use and in any written arrangements, including licences issued by the Licensee, for the supply of groundhandling services and shall comply with the following principles:

(a) they shall be applied in a proportionate manner to the various airlines and suppliers of groundhandling services; and

(b) they shall relate to the purpose in Condition D2.1.

D2.14 The Licensee shall use all reasonable endeavours to ensure that airlines and suppliers of groundhandling services comply with the rules of conduct developed under Condition D2.13.

Provision of information

D2.15 In the event of service disruption, however caused, the Licensee shall so far as is reasonably practicable:

(a) coordinate the communication of timely, accurate, clear and relevant operational information, conditions and decisions to relevant parties, in relation to its own operations and, where available to the Licensee, the operations of other relevant parties;

(b) provide, or ensure the provision of timely, accurate, clear and relevant information about its operations to, and adequate communication with, users of air transport services; and

(c) provide timely, accurate, clear and relevant information to users of air transport services including, but not limited to, information about their relevant rights under the Denied Boarding Regulations during disruption.

Definitions

D2.16 In this Condition D2

(a) **Conditions of Use** means the Heathrow Airport Conditions of Use including Airport Charges, as reviewed and published by the Licensee on an annual basis;

(b) The **Denied Boarding Regulations** means UK Regulation (EU) No 261/2004 (the UK Denied Boarding Regulations) and The Air Passengers Rights and Air Travel Organisers Licensing (Amendment) (EU Exit) Regulations 2019 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights; and

(c) **relevant parties** means those providing a service to users of air transport services at the Airport including airlines, suppliers of groundhandling services, the provider of aerodrome air navigation services, fuel and energy suppliers and the UK Border Force.

Part E Financial Conditions

E1 Regulatory Accounting Requirements

E1.1 This Condition applies for the purpose of making available, in a form and to a standard reasonably satisfactory to the CAA, such audited regulatory accounting information as will, in furtherance of the requirements of this Licence:

(a) enable the CAA, airlines and users of air transport services to assess on a consistent basis the financial position of the Licensee and the financial performance of provision of airport operation services and associated services provided in connection with the Airport;

(b) assist the CAA, airlines and users of air transport services to assess performance against the assumptions underlying the price control conditions in Conditions C1 and C2 of this Licence; and

(c) inform future price control reviews.

E1.2 The Licensee shall keep and, so far as it is able, procure that any related undertaking keeps the accounting records required by the Companies Act 2006 to keep in such form as is necessary to enable the Licensee to comply with this Condition and the Regulatory Accounting Guidelines.

E1.3 The Licensee shall prepare on a consistent basis from the accounting records referred to in Condition E1.2, in respect of any Regulatory Year, regulatory accounts in conformity with the Regulatory Accounting Guidelines for the time being in force in accordance with this Condition.

E1.4 The Regulatory Accounting Guidelines prepared pursuant to Condition E1.3 shall, without limitation:

(a) provide that, except so far as the CAA reasonably considers otherwise, the regulatory accounts shall be prepared in accordance with applicable law and International Financial Reporting Standards (IFRS) as adopted by the EU from time to time; and

(b) state the accounting policies to be adopted.

E1.5 The Licensee shall:

(a) procure, in respect of the regulatory accounts prepared in accordance with Condition E1.3 in respect of a Regulatory Year, a report by the Auditors addressed to the CAA which provides their opinion on those accounts. The opinion should be worded in the form required by those professional bodies accountable for prescribing the form of audit reports on regulatory accounts and should reference compliance with the Condition and the Regulatory Accounting Guidelines;

(b) deliver to the CAA the Auditors' report referred to in Condition E1.5(a) and the regulatory accounts referred to in Condition E1.3 as soon as reasonably practicable, and in any event not later than six months after the end of the Regulatory Year to which they relate; and

(c) arrange for copies of the regulatory accounts and Auditors' report referred to in Conditions E1.5(a) and (b), respectively, to be made publicly available and, so far as reasonably practicable, to do so when the annual statutory accounts of the Licensee are made available.

E1.6 The Licensee shall also:

(a) make reasonable endeavours to secure agreement between itself, the CAA and the Auditors on Agreed Upon Procedures which are designed to provide the CAA with factual findings, where, from time to time, the CAA reasonably considers such procedures are relevant to the fulfilment of its duties and proportionate to any concerns of the CAA in respect of its fulfilment of those duties.

(b) procure, as required from time to time by the CAA, in respect of the regulatory accounts prepared in accordance with Condition E1.3, a report by the Auditors addressed to the CAA which states that they have carried out Agreed Upon Procedures and which sets out their findings.

Definitions

E1.7 In this Condition E1 **Regulatory Accounting Guidelines** means the guidelines, published from time to time by the CAA so as to fulfil the purpose set out in Condition E1.1, which govern the format and content of such regulatory accounts and the basis on which they are to be prepared.

E1.8 In this Condition E1 **Agreed Upon Procedures** means procedures which are from time to time agreed between the CAA, the Auditors and the Licensee and which the Auditors carry out and report on factual findings.

E2 Financial Resilience

E2.1 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, operational and staff resources, to enable it to provide airport operation services at the Airport and do so in accordance with this licence.

Certificate for the CAA in relation to financial resources

E2.2 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 relevant Regulatory 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) Financial Resources Certificate 1

"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):

(i) any dividend or other distribution which might reasonably be expected to be declared or paid;

(ii) any amounts of principal and interest due under any loan facilities; and

(iii) any actual or contingent risks which could reasonably be material to their consideration

sufficient financial and other resources and financial and operational facilities to:

(i) enable the Licensee to provide airport operation services at London Heathrow Airport of which the Licensee is aware or could reasonably be expected to make itself aware; and

(ii) do so in accordance with the licence obligations to which the Licensee can reasonably expect to be subject

for a period of two years from the date of this certificate."

(b) Financial Resources Certificate 2

"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):

(i) any dividend or other distribution which might reasonably be expected to be declared or paid;

(ii) any amounts of principal and interest due under any loan facilities; and

(iii) any actual or contingent risks which could reasonably be material to their consideration,

sufficient financial resources and financial facilities to:

(i) enable the Licensee to provide airport operation services at London Heathrow Airport of which the Licensee is aware or could reasonably be expected to make itself aware; and

(ii) do so in accordance with the licence obligations to which it is or will be the Licensee can reasonably expect to 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 Heathrow Airport for that period…"

(c) Financial Resources Certificate 3

"In the opinion of the directors of the Licensee, the Licensee will not have available to it sufficient financial resources and financial facilities to:

(i) provide airport operation services at London Heathrow Airport of which the Licensee is aware or of which it could reasonably be expected to make itself aware; and

(ii) do so in accordance with the licence obligations to which the Licensee can reasonably expect to be subject

for a period of two years from the date of this certificate."

Certificate for the CAA in relation to operational resources

E2.3 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 relevant Regulatory Year. Each certificate shall be in one of the following forms:

(a) Operational Resources Certificate 1

"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 sufficient operational resources, including (without limitation) management, personnel, fixed and moveable assets, rights, licences, consents and facilities, on such terms and with all such rights, to:

(i) enable the Licensee to provide airport operation services at London Heathrow Airport of which the Licensee is aware or could reasonably be expected to make itself aware; and

(ii) do so in accordance with the licence obligations to which the Licensee can reasonably expect to be subject

for a period of two years from the date of this certificate."

(b) Operational Resources Certificate 2

"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 sufficient operational resources, including (without limitation) management, personnel, fixed and moveable assets, rights, licences, consents and facilities, on such terms and with all such rights, to:

(i) enable the Licensee to provide airport operation services at London Heathrow Airport of which the Licensee is aware or could reasonably be expected to make itself aware; and

(ii) do so in accordance with the licence obligations to which the Licensee can reasonably expect to 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 expectation set out above…"

(c) Operational Resources Certificate 3

"In the opinion of the directors of the Licensee, the Licensee will not have available to it sufficient operational resources, including (without limitation) management, personnel, fixed and moveable assets, rights, licences, consents and facilities, on such terms and with all such rights to:

(i) enable the Licensee to provide airport operation services at London Heathrow Airport of which the Licensee is aware or could reasonably be expected to make itself aware; and

(ii) do so in accordance with the licence obligations to which the Licensee can reasonably expect to be subject

for a period of two years from the date of this certificate."

E2.4 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 either Condition E2.2 or Condition E2.3.

E2.5 The Licensee shall obtain and submit to the CAA with each certificate provided under Condition E2.2 and Condition E2.3 a report prepared by its Auditors stating whether or not the Auditors are aware of any inconsistencies between, on the one hand, those certificates and the statement submitted with them and, on the other hand, any information which they obtained during their audit of the relevant year end accounts of the Licensee.

E2.6 Where the Licensee has submitted a certificate to the CAA under Condition E2.2 or Condition E2.3 in either the form of Financial Resources Certificate 2 or Operational Resources Certificate 2, such certificate(s) shall be accompanied by a statement setting out information on business forecasting scenarios that the directors have used in the preparation of the certificates and which have caused them to draw the CAA's attention to the matters referred to in the relevant certificate. In each such statement, the Licensee shall provide a range of plausible outcomes for the matters to which they are drawing the CAA's attention, including, as a minimum, a central case, with positive and negative sensitivities together with their assessment of the impact of each of them on the sufficiency of its financial and/or operational resources.

E2.7 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 shall inform the CAA within 3 working days.

E2.8 The Licensee shall inform the CAA by email to economicregulation@caa.co.uk (or such other email address as the CAA may specify to the Licensee from time to time in writing) when it has placed new information for bondholders and/or investors on its website.

Restriction on activities

E2.9 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

E2.10 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) ensure each subsidiary of the Covenantor that holds records that the Licensee may reasonably require to carry on the activities permitted under Condition E2.9 maintains those records to enable the Covenantor to comply with paragraph (c) of this condition; and

(c) 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.

E2.11 The undertaking required by Condition E2.10 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.

E2.12 The Licensee shall:

(a) deliver to the CAA, within seven days of obtaining the undertaking required by Condition E2.10, 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.

E2.13 The Licensee shall write to each director of the Covenantor appointed after that date within one week of their appointment as a director of the Covenantor appraising that director of the terms of the undertaking that the Covenantor has given.

Change to banking ringfence

E2.14 The Licensee shall not amend, vary, supplement or modify or concur in the amendment, variation, supplementation or modification of any of the 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. The Licensee shall, as soon as reasonably practicable:

(a) notify the CAA of the possibility of any such Variation; and

(b) provide a summary of the executed change.

E2.15 The provisions of Condition E2.10 shall not apply to any administrative or procedural Variation.

Definitions

E2.17 In this Condition E2:

(a) **the Covenantor** means the holding company of the Licensee which is not itself a subsidiary of another company. For the purposes of this definition, "holding company" and "subsidiary" shall bear the meanings given to those terms in section 1159(1) of the Companies Act 2006.

(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 the definition in Condition E2.17(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 the infrastructure development thereof); and

(iii) any other business, provided always that the average of any expenses incurred in connection with such businesses during any one financial year is not more than 2% of the value of the regulatory asset base (RAB) at the start of the financial year.

E3 Continuity of Service Plan

E3.1 The purpose of the continuity of service plan shall be to describe in detail the legal, regulatory, operational and financial information that an administrator, receiver, new management or similar could reasonably be expected to require in order for the administrator to efficiently carry out its functions and to remain compliant with this Licence and the Licensee's aerodrome licence.

E3.2 The Licensee shall prepare and at all times maintain a continuity of service plan fulfilling the requirements of Condition E3.1.

E3.3 The continuity of service plan prepared under Condition E3.2 shall be submitted to the CAA as follows:

(a) the first continuity of service plan shall be submitted as soon as practicable, and in any event not later than 1 October 2014;

(b) subsequent continuity of service plans within 20 business days of the CAA's written request.

E3.4 The form, scope and level of detail of the plan referred to in this Condition shall be approved by the CAA, (such approval not to be unreasonably withheld or delayed).

E3.5 At least every 12 months the Licensee shall review the appropriateness of its continuity of service plan and submit to the CAA 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 relevant Regulatory Year in the following form:

"The Licensee has reviewed its continuity of service plan. In the opinion of the directors of the Licensee the continuity of service plan is fit for purpose and complies with its obligations under its Licence."

Part F Consultation and Governance Conditions

F1 Consultation and Governance

F1.1 The Licensee shall:

(a) develop, consult on and use reasonable endeavours to agree with Relevant Parties governance and consultation arrangements (including such protocols and handbooks as are appropriate) that establish clear rules, processes and information requirements, including consultation requirements, to allow Relevant Parties to scrutinise, challenge and collaborate with the Licensee to drive efficient costs and appropriate service levels and to propose and, where relevant, agree amendments to:

(i) the Licensee's proposals for future investment in the short, medium and long term that have the potential to affect those Relevant Parties;

(ii) the Licensee's proposals for the development and delivery of key capital projects identified in its future investment proposals in Condition F1.1(a)(i);

(iii) the Licensee's charges that are subject to Condition C2 in relation to users of Specified Facilities in Condition C2.12(c)(i); and

(iv) the service quality regime in Condition D1, including the Statement of Measures, Targets and Incentives in Schedule 1 of this Licence.

(b) consult Relevant Parties for a period of no less than 28 days (or such other time period as may be agreed with Relevant Parties) on, as a minimum, any proposed changes to its:

(i) charges that are subject to Condition C2 in relation to users of Specified Facilities in Condition C2.12(c)(ii);

(ii) traffic forecasts;

(iii) operational resilience activities in Condition D2;

(iv) Terminal drop-off charge in excess of 10 per cent of the charge applicable in Regulatory Year 2022; and

(v) its policies and proposals for any other airport operation service it provides

so that those parties have sufficient information to take an informed view of the proposed changes.

F1.2 Before making any changes following a consultation referred to in Condition F1.1, the Licensee must provide to the Relevant Parties and the CAA a report setting out:

(a) the revisions originally proposed;

(b) a summary of any representations made in writing and not expressly withdrawn; and

(c) details of how it has taken those representations into account, including any changes to the revisions originally proposed as a result of such representations.

F1.3 The Licensee shall within the Regulatory Year 2023 consult on, use reasonable endeavours to agree, and make available to Relevant Parties and the CAA, one or more protocols, handbooks or other arrangements setting out how it will satisfy the obligations in Condition F1.1(a) and, to the extent those protocols, handbooks or other arrangements have been agreed, the Licensee shall comply with them.

F1.4 As a minimum, the protocols, handbooks or other arrangements referred to in Condition F1.1(a) shall include those elements set out in any relevant guidance issued from time to time by the CAA.

F1.5 No CAA guidance under Condition F1.4 shall have effect unless the CAA has first consulted the Licensee and any other relevant parties on that guidance or any revision of it (whether or not such consultation commenced prior to this condition coming into effect).

F1.6 In compliance with Condition F1.3, the Licensee may use any protocol, handbook or other arrangement that meets the requirements of Condition F1.1(a) and was agreed with Relevant Parties prior to 1 January 2022, subject to any revisions required under Condition F1.7.

F1.7 The Licensee shall, in consultation with Relevant Parties, review the protocols, handbooks or other arrangements it has in place to meet the requirements of Condition F1.1(a) from time to time or if directed by the CAA by notice to do so and, update them as necessary in accordance with that Condition.

F1.8 Where the Licensee cannot reach agreement with the Relevant Parties under Conditions F1.1(a), F1.3 or F1.7, it may refer the matter to the CAA for determination and, following such a referral, the CAA may, by notice, make a determination on the matter so referred.

F1.9 In this Condition F1, Relevant Parties means those stakeholders that need to be consulted for the Licensee to comply with the relevant obligation under this Condition F1, including any groups or boards already established for the purpose of developing protocols.

Part G Expansion

G1 The Licensee shall develop its plans for expansion in an economical and efficient manner that takes account relevant uncertainties over the scope and requirements for the scheme for expansion to be developed, including (but not limited to) the need to take appropriate account of any revisions, or likely proposed revisions, to the national policy statement relating to airports designated under section 5 of the Planning Act 2008 (as amended from time to time).

G2 The Licensee shall appoint, in consultation with the CAA and airlines, one or more independent technical experts to provide the CAA with specialist advice. The scope of the work of the technical experts shall include the Licensee's strategy for, and approach to, the acquisition of land and other real property and such other matters as the CAA may specify from time to time. The terms of reference for, and identity of, any technical experts shall be approved by the CAA prior to their appointment. The terms of such appointment shall include provision requiring any technical expert to provide the CAA with factual findings within the scope of its terms of reference on a fair and reasonable basis. Any technical experts appointed shall be paid for by the Licensee.

G3 The Licensee shall, by a date to be agreed in writing with the CAA, prepare a comprehensive business plan setting out the detail of its plans for the delivery of expansion for the period from 2027 to the date when it expects to obtain development consent for expansion in accordance with the Planning Act 2008.

G4 The business plan that the Licensee prepares under condition G3 must include, as a minimum:

(a) detailed commentary of the areas in which it expects to incur early costs;

(b) detailed forecasts of the level of early costs that it expects to incur in each area, together with the total early costs it expects to incur;

(c) clear and comprehensive commentary and justification on why it would be necessary and in the interests of consumers for the Licensee to incur costs in the areas set out under Condition G4(a);

(d) clear and comprehensive commentary and justification on why it would be efficient for the Licensee to incur the level of costs set out under Condition G4(b);

(e) details of how the Licensee is seeking to finance its expenditure on early costs and assurance over the Licensee's ability to finance those early costs; and

(f) how the Licensee intends to take account of the uncertainties over the precise nature of the scheme for expansion to be developed in accordance with the Licensee's obligation under Condition G1.

G5 The business plan that the Licensee prepares under Condition G3 must include such detail as may be set out in any relevant guidance issued from time to time by the CAA after consultation with the Licensee and any other relevant parties on that guidance or any revision of it (whether or not such consultation commenced prior to this condition coming into effect).

G6 The Licensee shall provide to the CAA and airlines that are members of the AOC[1], in format and to a level of detail approved by the CAA, the reports required by paragraphs (a) to (c) below:

(a) a quarterly report, setting out

(i) the early costs incurred by the Licensee in the relevant quarter;

(ii) the total early costs incurred by the Licensee to the end of the relevant quarter;

(iii) a comparison of the costs reported under Condition G6(a)(i) and Condition G6(a)(ii) to the forecasts of early costs provided to the CAA in July 2025 and any subsequent updates to those costs; and

(iv) commentary explaining the level of costs incurred, and any variances from, the forecasts provided to the CAA for the purposes of Condition G6(a)(iii);

(b) a report by the Licensee's auditors to accompany, and be submitted on the same date as, the regulatory accounts prepared for the purposes of Condition E1.1, confirming that the level of early costs that the Licensee has incurred in the previous Regulatory Year meet the definition of early costs set out in Condition C1.28(k) and have been excluded from any other costs of the Licensee set out in the regulatory accounts. The licensee will discuss the appropriate scope and content of the report with the CAA and then follow the written guidance (which may be amended

[1] Each of "airlines" and "AOC" is defined in Condition A3.

from time to time) to be provided by the CAA in relation to these matters; and

(c) any other information held by HAL or any independent technical experts appointed for the purposes of Condition G2 that the CAA may reasonably require for the purpose of monitoring and assessing the Licensee's performance and progress in preparing to obtain development consent for expansion pursuant to the Planning Act 2008.

G7 In this condition:

(a) "early costs" and "expansion" shall bear the meanings set out in Condition C1.28(k) and C1.28(l);

(b) "quarterly report" means a report relating to the three-month periods ending at the end of March, June, September and December respectively in each Regulatory Year and submitted to the CAA before the end of the month immediately following the end of the quarter to which it relates.

Schedule 1 Statement of Measures, Targets and Incentives

1. Introduction

1.1 This Schedule and its Annexes set out the service quality Measures, Targets and Incentives scheme referred to in Conditions C1 and D1 of this Licence. This scheme is referred to throughout this Schedule and its Annexes as the "MTI scheme".

1.2 The components of the MTI scheme consist of the measures, metrics, targets, rebate incentives, bonus incentives and publication requirements set out in Table 1 to Table 8 of this Schedule.

1.3 The remaining parts of this Schedule are:

(a) Measures (section 2);

(b) Metrics (section 3);

(c) Targets (section 4);

(d) Rebate incentives (section 5);

(e) Bonus incentives (section 6);

(f) Publication requirements (section 7); and

(g) Tables (section 8).

1.4 The following Annexes attached to this Schedule form part of this Schedule and the Licensee shall comply with the requirements and other matters set out in those Annexes:

(a) General matters (Annex 1);

(b) Survey questions (Annex 2);

(c) Exclusions (Annex 3); and

(d) Runway operational resilience (Annex 4).

2. Measures

2.1 The measures in the MTI scheme are subject to either:

(a) financial incentives (rebates or bonuses or both) with publication requirements; or

(b) reputational incentives (with publication requirements)

in each case, as specified in this Schedule and the Annexes attached to this Schedule.

2.2 For measures subject to financial incentives, the Licensee's performance shall be measured against targets. The Licensee shall also report on its performance for these measures against those targets in the manner and with the frequency specified in section 7 and Table 8 of this Schedule. The Licensee shall calculate its performance against those targets in accordance with the relevant formulae specified in section 3.

2.3 For measures subject to reputational incentives, the Licensee shall report on performance for those measures in the manner and with the frequency specified in section 7 and Table 8 of this Schedule and in accordance with the relevant formulae in section 3. Where a target has not been set in this Schedule, the Licensee shall report on performance for the measures without reference to targets.

2.4 The measures to which the Licensee's obligations in paragraphs 2.2 and 2.3 of this Schedule apply are the "terminal measures" (applicable to Terminal 2, Terminal 3, Terminal 4 and Terminal 5) or the "airport-wide measures" (applicable to the Airport as a whole) that are set out in Table 1 to Table 5 of this Schedule.

3. Metrics

3.1 For the purposes of this section 3, the measures forming the MTI scheme are grouped into the following metric categories:

(a) survey-based;

(b) queuing times;

(c) availability-based; and

(d) other metrics.

3(a) Survey-based

3.2 The Licensee shall take the data it uses for the calculation of performance for the survey-based metrics from the Quality of Service Monitor ("QSM"), Surface Access Customer Satisfaction ("SACS") Survey and the Special Assistance Quality of Service Monitor ("SpA QSM") as specified in Annex 2 to this Schedule.

Quality of Service Monitor (QSM) – moving annual average score

3.3 The Licensee shall use the results of the Quality of Service Monitor (QSM) survey – moving annual average score to provide the basis for its performance for the following measures:

F1	Cleanliness	F3	Helpfulness/attitude of security staff
F2	Wayfinding	F4	Wi-Fi performance
R1	Overall satisfaction	R7	Helpfulness/attitude of airport staff

3.4 The Licensee shall measure performance using, for the latest available month, moving annual average score weighted by the moving annual average number of passengers in the relevant terminal, using the following formulae:

(a) For a passenger terminal that has been offering air transport services for the carriage of passengers for a period of more than 12 months, or for a passenger terminal where the Licensee has conducted the QSM surveys for a period of more than 12 months, the Licensee shall calculate performance for measure i in month j in terminal a as follows:

$$\text{Performance}_{i,j,a} = \frac{\sum_{m=1}^{m=12}\left[\pi_{j-m+1,a} \times \text{Monthly survey results}_{i,j-m+1,a}\right]}{\sum_{m=1}^{m=12}\pi_{j-m+1,a}}$$

(b) For a newly opened or reopened passenger terminal, for the first 12 months after air transport services for the carriage of passengers commence (or recommence) at that terminal, or for a passenger terminal where the Licensee has conducted the QSM surveys for a period of 12 months or less, the Licensee shall calculate performance for measure i in month j in terminal a as follows:

$$\text{Performance}_{i,j,a} = \frac{\sum_{m=1}^{m=\mu}\left[\pi_{j-m+1,a} \times \text{Monthly survey results}_{i,j-m+1,a}\right]}{\sum_{m=1}^{m=\mu}\pi_{j-m+1,a}}$$

where:

(i) $\pi_{j,a}$ is the number of passengers in month j in terminal a;

(ii) $\text{Monthly survey results}_{i,j,a}$ is the performance of measure i in month j in terminal a;

(iii) m is a counter of the 12 months ending in month j;

(iv) μ is a counter of months so that:

1. the first full month in which air transport services for the carriage of passengers are provided at terminal a or the first full month in which QSM surveys are carried out = 1;

2. the second full month in which air transport services for the carriage of passengers are provided at terminal a or the second full month in which QSM surveys are carried out = 2, and each subsequent month shall be identified accordingly; and

3. the twelfth full month in which air transport services for the carriage of passengers are provided at terminal a or the twelfth full month in which QSM surveys are carried out = 12.

Quality of Service Monitor (QSM) – moving annual average percentage of favourable responses

3.5 The Licensee shall use the results of the Quality of Service Monitor (QSM) survey – moving annual average percentage of favourable responses to provide the basis for its performance for the following measures:

R2	Customer effort (ease)	R4	Airport that meets my needs
R3	Enjoy my time at the airport	R5	Feel safe and secure

3.6 The Licensee shall measure performance using, for the latest available month, moving annual average of favourable responses (that is, a score of 4 or 5 on a scale of 1-5) in the relevant terminal, using the following formulae:

(a) For a passenger terminal that has been offering air transport services for the carriage of passengers for a period of more than 12 months, or for a passenger terminal where the Licensee has conducted the QSM surveys for a period of more than 12 months, the Licensee shall calculate performance for measure i in month j in terminal a as follows:

$$\text{Performance}_{i,j,a} = \frac{\sum_{m=1}^{m=12} \text{FavourableResponses}_{i,j-m+1,a}}{\sum_{m=1}^{m=12} \text{TotalResponses}_{i,j-m+1,a}}$$

(b) For a newly opened or reopened passenger terminal, for the first 12 months after air transport services for the carriage of passengers commence (or recommence) at that terminal, or for a passenger terminal where the Licensee has conducted the QSM surveys for a period of 12 months or less, the Licensee shall calculate performance for measure i in month j in terminal a as follows:

$$\text{Performance}_{i,j,a} = \frac{\sum_{m=1}^{m=\mu} \text{FavourableResponses}_{i,j-m+1,a}}{\sum_{m=1}^{m=\mu} \text{TotalResponses}_{i,j-m+1,a}}$$

where:

(i) $\text{FavourableResponses}_{i,j,a}$ is the number of favourable answers (that is, a score of 4 or 5 on a scale of 1-5) for measure i in month j in terminal a;

(ii) $\text{TotalResponses}_{i,j,a}$ is the number of answers for measure i in month j in terminal a;

(iii) m is a counter of the 12 months ending in month j;

(iv) μ is a counter of months so that:

1. the first full month in which air transport services for the carriage of passengers are provided at terminal a or the first full month in which QSM surveys are carried out = 1;

2. the second full month in which air transport services for the carriage of passengers are provided at terminal a or the second full month in which QSM surveys are carried out = 2, and each subsequent month shall be identified accordingly; and

3. the twelfth full month in which air transport services for the carriage of passengers are provided at terminal a or the twelfth full month in which QSM surveys are carried out = 12.

Surface Access Customer Satisfaction Survey (SACS) – moving annual average score

3.7 The Licensee shall use the results of the SACS survey as specified in Annex 2 to this Schedule to provide the basis for its performance for Measure R6 Ease of access to the airport.

3.8 The Licensee shall measure performance using, for the latest available quarter, moving annual average score weighted by the moving annual average number of direct departing passengers arriving at the Airport by surface transport, using the following formulae:

(a) where the Licensee has conducted the SACS survey for a period of four quarters or more, the Licensee shall calculate performance in quarter q as follows:

$$\text{Performance}_r = \frac{\sum_{q=1}^{q=4}\left[\pi_{r-q+1} \times \text{Quarterly survey results}_{r-q+1}\right]}{\sum_{q=1}^{q=4}\pi_{r-q+1}}$$

(b) where the Licensee has conducted the SACS survey for a period of less than four quarters, the Licensee shall calculate performance in quarter q as follows:

$$\text{Performance}_r = \frac{\sum_{q=1}^{q=\alpha}\left[\pi_{r-q+1} \times \text{Quarterly survey results}_{r-q+1}\right]}{\sum_{q=1}^{q=\alpha}\pi_{r-q+1}}$$

where:

(i) π_r is the number of direct departing passengers arriving at the Airport by surface transport in quarter r;

(ii) $\text{Quarterly survey results}_r$ is the performance of measure R6 in quarter r;

(iii) q is a counter of the four quarters ending in quarter r; and

(iv) α is a counter of quarters so that:

1. the quarter in which SACS surveys start = 1;
2. the quarter after SACS surveys start = 2;
3. the second quarter after SACS surveys start = 3; and
4. the third quarter after SACS surveys start = 4.

Special Assistance Quality of Service Monitor (SpA QSM) survey – moving annual average score

3.9 The Licensee shall use the results of the SpA QSM survey as specified in Annex 2 to this Schedule to provide the basis for its performance for Measure R8 Passengers with reduced mobility (PRM) – overall satisfaction.

3.10 The Licensee shall measure performance using, for the latest available month, moving annual average score weighted by the moving annual average number of passengers using the Special Assistance Service, using the following formulae:

(a) where the Licensee has conducted the SpA QSM survey for a period of 12 months or more, the Licensee shall calculate performance in month j as follows:

$$\text{Performance}_j = \frac{\sum_{m=1}^{m=12}\left[\pi_{j-m+1} \times \text{Monthly survey results}_{j-m+1}\right]}{\sum_{m=1}^{m=12}\pi_{j-m+1}}$$

(b) where the Licensee has conducted the SpA QSM survey for a period of less than 12 months, the Licensee shall calculate performance in month j as follows:

$$\text{Performance}_j = \frac{\sum_{m=1}^{m=\mu}\left[\pi_{j-m+1} \times \text{Monthly survey results}_{j-m+1}\right]}{\sum_{m=1}^{m=\mu}\pi_{j-m+1}}$$

where:

(i) π_j is the number of passengers using the service for passengers with reduced mobility per terminal in month j;

(ii) $\text{Monthly survey results}_{i,j}$ is the performance of measure R8 in month j;

(iii) m is a counter of the 12 months ending in month j; and

(iv) μ is a counter of months so that:

1. the first full month in which SpA QSM surveys are carried out = 1;

2. the second full month in which SpA QSM surveys are carried out = 2, and each subsequent month shall be identified accordingly; and

3. the twelfth month in which SpA QSM surveys are carried out = 12.

3(b) Queuing times

3.11 The Licensee shall collect data for queuing times for passengers and staff (security) using the method specified in paragraph 3.18.

3.12 The Licensee shall collect data for queuing times for passengers (immigration) in accordance with paragraph 3.24.

3.13 The Licensee shall collect data for queuing times for vehicles (security) using the method specified in paragraph 3.20 and 3.21.

3.14 The Licensee shall use queuing times metrics to measure its performance against targets for the following measures subject to financial incentives:

Passengers and staff (security)	
F5a	Security queue time – Central search (percentage of queue times measured once every 15 minutes that are less than 5 minutes)
F5b	Security queue time – Central search (percentage of queue times measured once every 15 minutes that are less than 10 minutes)
F6	Security queue time – Transfer search (percentage of queue times measured once every 15 minutes that are less than 10 minutes)
F7	Security queue time – Staff search (percentage of queue times measured once every 15 minutes that are less than 10 minutes)
Vehicles (security)	
F8	Control posts vehicle queuing times (percentage of vehicles at each control post group, measured as the average queue time for all vehicles arriving in each 15 minute period, which have a waiting time of less than 15 minutes)

3.15 The Licensee shall use the queuing times metrics to determine its reporting of performance against targets for the following measures subject to reputational incentives:

Passengers (immigration)	
R16a	Immigration queue times for non-EEA passengers using staffed gates (percentage of queuing times measured once every 15 minutes that are less than 45 minutes)

Passengers (immigration)	
R16b	Immigration queue times for EEA passengers using staffed gates (percentage of queuing times measured once every 15 minutes are less than 25 minutes)

Queuing times for passengers and staff (security)

3.16 The Licensee shall calculate queuing time for passengers and staff (security) using the following formula:

$$A - B + C$$

where:

(a) A is the elapsed time between passengers or staff passing a defined entry portal and reaching the security roller bed (the exit point);

(b) B is an allowance for the free flow transit time from the point when passengers or staff reach the entry portal to the point where they reach the security roller bed (including an allowance for any intermediate processes conducted between the portal and the roller bed). This is referred to as the 'unimpeded walk time'; and

(c) C is any additional time that passengers or staff spend in the queue for search before reaching the defined entry portal.

3.17 The unimpeded walk times, the inclusion of any uni-queue or maze systems, process delay times, entry and exit points allowed for in the above equation shall be agreed locally for each search area in accordance with the governance arrangements required under Condition F1.1(a)(iv).

3.18 The method of data collection shall be agreed locally for each search area in accordance with the governance arrangements required under Condition F1.1(a)(iv). Where the Licensee measures queues by the Manual method agreed by the CAA, the Licensee shall record the times manually noting the queue time of the first passenger or staff member presenting themselves to either:

(a) the portal (if the queue does not extend to the portal); or

(b) the back of the queue (if the queue extends beyond the portal) after a clockwise 15-minute period.

For example, this shall be achieved by the Licensee taking four measurements in every hour at hh:mm, hh:mm+15, hh:mm+30, hh:mm+45 where mm lies

between 0 and 14) during the relevant time over which its performance is measured, up to the point that the passenger or staff reaches the security roller bed.

Queuing times for vehicles (security)

3.19 The Licensee shall collect data for control post vehicle queuing times using the method specified in paragraphs 3.20 and 3.213.21 to measure its performance against the targets for control posts specified in Table 2 of this Schedule.

3.20 Queuing times shall be recorded by the Licensee using an automatic number plate recognition (ANPR) system. The ANPR system used by the Licensee for this purpose must be able to determine the percentage of vehicles at each control post group measured as the average queue time for all vehicles arriving in each 15 minute period, which have a waiting time less than 15 minutes.

3.21 Waiting time is defined as the elapsed time from when a vehicle first joins a queue to access a control post until when it travels into the control post sterile area.

3.22 Passing the overall control post standard shall require the Licensee passing the control post standard in each of the control post groups. The control post groups shall be defined as follows:

(a) CTA : CP5, CP8

(b) Cargo : CP10, CP10a, CP25a

(c) Eastside : CP12, CP16

(d) Southside : CP24, CP24a

(e) Terminal 5 : CP18, CP19, CP20.

Queuing times for passengers (immigration)

3.23 The Licensee shall calculate the queuing time for passengers (immigration) in accordance with the following formula:

$$D - E$$

where:

(a) D is the time a passenger enters the queue for a staffed immigration desk; and

(b) E is the time that the same passenger leaves the queue maze to approach a staffed immigration desk.

3.24 The Licensee shall ensure that appropriate measurement methods are employed.

3(c) Availability-based

3.25 The Licensee shall collect data for availability-based metrics from its operational systems.

3.26 For the purposes of availability-based metrics, availability shall be defined as 'serviceable and available for use, independent of any other measures'. The Licensee shall use availability-based metrics to measure its performance against targets for the following measures that are subject to financial incentives:

Financially incentivised measures in the availability-based metric group	
F9	Availability of lifts, escalators and travelators
F10	Availability of check-in infrastructure
F11	Availability of arrivals baggage carousels
F12a	Availability of Terminal 5 track transit system (percentage of one train serviceable and available for use, independent of any other measures)
F12b	Availability of Terminal 5 track transit system (percentage of two trains serviceable and available for use, independent of any other measures)
F13	Availability of stands
F14	Availability of jetties
F15	Availability of fixed electrical ground power
F16	Availability of stand entry guidance
F17	Availability of pre-conditioned air

3.27 For measures F9 to F17, $\mathrm{Performance}_{\mathrm{I,j,a}}$ of availability of relevant facilities is defined for measure i in month j in terminal a as:

$$\mathrm{Availability}_{\mathrm{i,j,a}} = 100 \times \left(1 - \frac{\sum_{\mathrm{e}=1}^{\mathrm{e}=\mathrm{n}_{\mathrm{i,a}}} \mathrm{TU}_{\mathrm{b,j,a}}}{\mathrm{n}_{\mathrm{i,a}} \times \mathrm{Time}_{\mathrm{j}}}\right)$$

where:

(a) $\text{Availability}_{i,j,a}$ is the percentage availability of measure i in month j in terminal a;

(b) $TU_{b,j,a}$ is the relevant time elapsed in month j during which asset b in terminal a is unavailable as set out in paragraph 3.28;

(c) Time_j is the total relevant time in month j as defined in Table 1 of this Schedule;

(d) e is a counter of the number of assets: for measure F10, each Self Service Bag Drop kiosk (with associated software) and each Common Use Self-Service kiosk is counted separately as one asset; and

(e) $n_{i,a}$ is the number of assets included in measure i in terminal a.

3.28 The Licensee shall measure the time elapsed during which an asset is unavailable from when a fault is reported by automatic back indication, by inspection or by a third party report, subject to the Exclusions specified in Annex 3.

3(d) Other metrics

3.29 The Licensee shall use the metrics set out in paragraphs 3.31 to 3.33 to measure its performance against targets for the following measures subject to financial incentives:

Financially incentivised measures in the other metrics group	
F18	Pier-served stand usage
F19	Runway operational resilience
F20a	Hygiene safety testing (percentage of Amber ATP test results resolved within 12 hours each month)
F20b	Hygiene safety testing (percentage of Red ATP test results resolved within 2 hours each month)

3.30 The Licensee shall use the metrics set out in paragraphs 3.34 to 3.41 to measure performance for the following measures subject to reputational incentives:

Reputationally incentivised measures in the other metrics group	
R9	Timely delivery from departures baggage system
R10	Baggage misconnect rate
R11	Departures flight punctuality
R12	Airport departures management
R13	Airport arrivals management
R14	% of UK population within 3 hours (and one interchange) of Heathrow by public transport
R15	Passenger injuries
R17	Carbon emissions

F18 Pier-served stand usage

3.31 The Licensee shall collect data for pier-served stand usage from its operational systems for Measure F18 in Table 1. The Licensee shall calculate performance in month j in terminal a in accordance with the following formula:

$$\text{Performance}_{j,a} = \frac{\sum_{m=1}^{m=12} \text{PierPax}_{j-m+1,a}}{\sum_{m=1}^{m=12} \text{TotalPax}_{j-m+1,a}}$$

where:

(a) $\text{PierPax}_{j,a}$ is the number of arriving and departing passengers accessing a pier served stand in month j in terminal a;

(b) $\text{TotalPax}_{j,a}$ is the number of arriving and departing passengers in month j in terminal a; and

(c) m is a counter of the 12 months ending in month j.

F19 Runway operational resilience

3.32 The Licensee shall collect data for runway operational resilience to measure its performance against the targets for measure F19 in Table 3 in the manner set out in Annex 4.

F20 Hygiene safety testing

3.33 The Licensee shall undertake a minimum of 10 random adenosine triphosphate (ATP) hygiene tests per day in each terminal to provide data to measure its performance against the targets for measures F20a and F20b in Table 1 in month j in terminal a:

(a) For Amber ATP test results:

$$\text{Performance}_{j,a} = \frac{\text{TimelyAmberATP}_{j,a}}{\text{TotalAmberATP}_{j,a}}$$

where:

(i) $\text{TimelyAmberATP}_{j,a}$ is the number of Amber ATP test results resolved within 12 hours in month j in terminal a; and

(ii) $\text{TotalAmberATP}_{j,a}$ is the total number of Amber ATP test results in month j in terminal a.

(b) For Red ATP test results:

$$\text{Performance}_{j,a} = \frac{\text{TimelyRedATP}_{j,a}}{\text{TotalRedATP}_{j,a}}$$

where:

(i) $\text{TimelyRedATP}_{j,a}$ is the number of Red ATP test results resolved within two hours in month j in terminal a; and

(ii) $\text{TotalRedATP}_{j,a}$ is the total number of Red ATP test results in month j in terminal a.

R9 Timely delivery from departures baggage system

3.34 The Licensee shall collect data for timely delivery from the departure baggage system from its operational systems. The Licensee shall calculate performance for measure R9 in Table 4 in month j in terminal a by recording the percentage of bags delivered from the baggage system to the baggage make up area (or facility) not less than 30 minutes before the scheduled time of departure of their intended flight.

R10 Baggage misconnect rate

3.35 The Licensee shall collect data for the baggage misconnect rate from its operational systems to calculate performance for measure R10 in Table 5. For a bag to qualify as having missed its intended departing flight, it must meet the following criteria via algorithm: (a) the Licensee must receive a subsequent scan from the baggage system that indicates the bag is still present in the Airport after the flight has departed, (b) the Outbound Passenger ('OB pax') status equals 'Boarded' or 'Checked-In', and (c) aircraft status equals 'Airborne'.

R11 Departures flight punctuality

3.36 The Licensee shall collect data for departures flight punctuality from its operational systems to calculate performance for measure R11 in Table 5. The Licensee shall calculate performance for this measure for each month by recording the proportion of scheduled passenger flights whose actual time of operation is less than or equal to their scheduled time of operation plus 15 minutes, where the actual and scheduled times of operation are measured as chocks on/off.

R12 Airport departures management

3.37 The Licensee shall collect data for airport departures management from its operational systems for measure R12 in Table 5. For each month, the Licensee shall record the average time taken (across all departing passenger flights) between the Actual Start Request Time and the Actual Take-Off Time of an aircraft, and calculate performance in accordance with the following formula:

$$\text{Performance}_{\text{j}} = \frac{\text{ActualStartRequestTime}_{\text{j}} - \text{ActualTakeOffTime}_{\text{j}}}{\text{DepartingPaxFlights}_{\text{j}}}$$

where:

(a) $\text{ActualStartRequestTime}_{\text{j}}$ is the Actual Start Request Time in month j;

(b) $\text{ActualTakeOffTime}_{\text{j}}$ is the Actual Take-Off Time in month j; and

(c) $\text{DepartingPaxFlights}_{\text{j}}$ is the total number of passenger flights departing Heathrow Airport in month j.

R13 Airport arrivals management

3.38 The Licensee shall collect data for airport arrivals management from its operational systems for Measure R13 in Table 5. For each month, the Licensee

shall record the average time taken (across all arriving passenger flights) between the wheels of an aircraft touching down on a runway and roll-retarding chocks being placed against the aircraft wheels, after the aircraft's brakes have been applied on stands, and calculate performance in accordance with the following formula:

$$\text{Performance}_{j} = \frac{\text{TouchingDownTime}_{j} - \text{ChocksToWheelsTime}_{j}}{\text{ArrivingPaxFlights}_{j}}$$

where:

(a) $\text{ToucingDownTime}_{j}$ is the time when the wheels of an aircraft touching down on a runway in month j;

(b) $\text{ChocksToWheelsTime}_{j}$ is the time when roll-retarding chocks being placed against the aircraft wheels after the aircraft's brakes have been applied on stands in month j; and

(c) $\text{ArrivingPaxFlights}_{j}$ is the total number of passenger flights arriving at Heathrow Airport in month j.

R14 Percentage of UK population within 3 hours (and one interchange) of Heathrow by public transport

3.39 The Licensee shall collect data for the percentage of the UK population within three hours (and one interchange) of the Airport by public transport from geographic information system (GIS) data to calculate measure R14 in Table 5. The Licensee shall calculate performance for this measure in Regulatory Year t by:

$$\text{Performance}_{t} = \frac{\text{Population} < 3\text{hrs}_{t}}{\text{TotalPopulation}_{t}}$$

where:

(a) $\text{Population} < 3\text{hrs}_{t}$ is the UK population who live within three hours (and one interchange) of the Airport by public transport in Regulatory Year t; and

(b) $\text{TotalPopulation}_{t}$ is the total UK population in Regulatory Year t.

R15 Passenger injuries

3.40 The Licensee shall collect data for passenger injuries for Measure R15 in Table 5. The Licensee shall calculate performance in month j in accordance with the following formula:

$$\text{Performance}_{j} = \frac{\sum_{m=1}^{m=12} \text{InjuredPax}_{j-m+1}}{\sum_{m=1}^{m=12} \pi_{j-m+1} \times \frac{1}{1{,}000{,}000}}$$

where:

(a) InjuredPax_{j} is the number of passenger injuries reported to HAL's operational systems (excluding ill health) in month j;

(b) $\pi_{j,a}$ is the number of passengers in the Airport in month j; and

(c) m is a counter of the 12 months ending in month j.

R17 Carbon emissions

3.41 The Licensee shall collect data for R17 Carbon emissions in Table 5 and calculate performance in accordance with the following formula:

$$\text{Performance}_{t} = \text{TotalCarbonEmissions1}_{t} + \text{TotalCarbonEmissions2}_{t} + \text{TotalCarbonEmissions3}_{t}$$

where:

(a) $\text{TotalCarbonEmissions1}_{t}$ is the Total Carbon Emissions (Scope 1) in Regulatory Year t as Tonnes CO_2 equivalent per year;

(b) $\text{TotalCarbonEmissions2}_{t}$ is the Total Carbon Emissions (Scope 2) in Regulatory Year t as Tonnes CO_2 equivalent per year; and

(c) $\text{TotalCarbonEmissions3}_{t}$ is the Total Carbon Emissions (Scope 3) in Regulatory Year t as Tonnes CO_2 equivalent per year.

4. Targets

For measures applicable to a terminal (terminal measures), for which a target has been set, and reported monthly

4.1 The Licensee shall meet the target if:

$\text{Performance}_{i,j,a} \geq \text{Target}_{i,j,a}$

where:

(a) $\text{Performance}_{i,j,a}$ is the recorded performance of measure i in month j in terminal a; and

(b) $\text{Target}_{i,j,a}$ is the relevant target of measure i in month j in terminal a as defined in Table 1 and Table 4 of this Schedule.

4.2 For each measure i, $\text{Performance}_{I,j,a}$ and $\text{Target}_{I,j,a}$ are defined in the same way by the corresponding metric formulae in the relevant paragraphs in section 3. The targets are set out in Table 1 and Table 4 of this Schedule.

4.3 Paragraphs 4.1 and 4.2 apply to all measures in Table 1 and Table 4 of this Schedule for which targets have been set.

For measures applicable to the whole Airport (airport-wide measures), for which a target has been set, and reported monthly

4.4 The Licensee shall meet the target if:

$\text{Performance}_{i,j} \geq \text{Target}_{i,j}$

where:

(a) $\text{Performance}_{i,j}$ is the recorded performance of measure i in month j; and

(b) $\text{Target}_{i,j}$ is the relevant target of measure i in month j.

4.5 For any measure i, $\text{Performance}_{I,j}$ and $\text{Target}_{I,j}$ shall be defined in the same way as the corresponding metric formulae in the relevant paragraphs in section 3. Relevant targets are set out in Table 2, Table 3 and Table 5 of this Schedule.

4.6 Paragraphs 4.4 and 4.5 apply to the following measures:

Airport-wide measures reported monthly	
F8	Control posts vehicle queue times
F19	Runway operational resilience
R8	Passengers with reduced mobility (PRM) – overall satisfaction
R11	Departures flight punctuality

For measures applicable to the whole Airport (airport-wide measures), for which a target has been set, and reported quarterly

4.7 The Licensee shall meet the target if:

$$\text{Performance}_{i,r} \geq \text{Target}_{i,r}$$

where:

(a) $\text{Performance}_{i,r}$ is the recorded performance of measure i in quarter r; and

(b) $\text{Target}_{i,r}$ is the relevant target of measure i in quarter r.

4.8 For any measure i, $\text{Performance}_{i,r}$ and $\text{Target}_{i,r}$ shall be defined in the same way as the corresponding metric formulae in the relevant paragraphs in section 3. The levels of the targets are set out in Table 5 of this Schedule.

4.9 Paragraph 4.8 applies to measure R6 (ease of access to the Airport).

5. Rebate Incentives

5.1 The Licensee shall pay rebates to Relevant Parties in accordance with this Schedule as modified from time to time.

Payment

5.2 This Schedule sets out the total level of rebates that shall accrue over each relevant Regulatory Year. The Licensee shall pay rebates to the Relevant Parties on a monthly basis in the month following the month in which those rebates accrue.

5.3 The Licensee shall allocate rebates to each Relevant Party in each month on the following basis:

(a) rebates relating to measures F8 (Control post vehicle queuing times) and F19 (Runway operational resilience) for each month shall be allocated to the Relevant Parties *pro rata* with the Airport Charges incurred for air transport services for the carriage of passengers in that month; and

(b) all other rebates shall be calculated separately for each terminal and for each month and shall be allocated to the Relevant Parties *pro rata* with the Airport Charges incurred for those air transport services for the carriage of passengers that used the terminal in that month.

5.4 The Licensee shall base the payments it makes to Relevant Parties on a month-by-month basis on its best estimate of the total Airport Charges that will be paid in respect of air transport services for the carriage of passengers in the relevant Regulatory Year.

5.5 To address any differences between the sum of rebates paid to Relevant Parties and the total rebates that the Licensee is required to pay by this Schedule in the same Regulatory Year:

(a) where the sum of rebates paid to Relevant Parties in a Regulatory Year is less than the total rebates that the Licensee is required to pay by this Schedule in the same Regulatory Year, the Licensee shall pay such further amounts to the Relevant Parties that have received rebates so that the amount of rebates paid in respect of the relevant Regulatory Year is brought up to the level required by this Schedule. The Licensee shall pay such additional amounts to the Relevant Parties in the same proportion as the rebates already paid in the course of the Regulatory Year and shall pay them as soon as practicable and no more than three calendar months after the publication of the Licensee's audited accounts in respect of that Regulatory Year. The Licensee shall not be required to make such payments where the CAA has received a letter from the AOC to the effect that the sum is so small that to enforce payment would incur disproportionate processing costs for the Relevant Parties; and

(b) where the sum of rebates paid to Relevant Parties in a Regulatory Year is greater than the total rebates that the Licensee is required to pay by this Schedule in the same Regulatory Year, the Licensee may recover the difference between the amount paid and the required amount from the Relevant Parties that have received rebates pro rata with the rebates paid.

Calculation

5.6 The Licensee shall calculate the rebates that it pays to Relevant Parties under this section 5 of this Schedule in accordance with the following formula:

$$\mathrm{Rebate}_{\mathrm{Total,t}} = \sum_{a=2}^{a=5} \left(\mathrm{Rebate}_{\mathrm{Terminal,t,a}} \times \mathrm{R}_{\mathrm{t,a}}\right) + \mathrm{Rebate}_{\mathrm{CP,t}} \times \mathrm{R}_{\mathrm{t}} + \mathrm{Rebate}_{\mathrm{ROR,t}} \times \mathrm{R}_{\mathrm{t}}$$

where:

(a) $\mathrm{Rebate}_{\mathrm{Total,t}}$ is the total aggregate rebate payable for Regulatory Year t;

(b) $\text{Rebate}_{\text{Terminal,t,a}}$ is the aggregate percentage rebate in Regulatory Year t in terminal a for measures F1-F7, F9-F18 and F20;

(c) $\text{Rebate}_{\text{CP,t}}$ is the aggregate percentage rebate in Regulatory Year t for measure F8 (Control posts vehicle queuing time); and

(d) $\text{Rebate}_{\text{ROR,t}}$ is the aggregate percentage rebate in Regulatory Year t for measure F19 (Runway operational resilience);

(e) $R_{t,a}$ is the total revenue from Airport Charges in respect of air transport services for the carriage of passengers levied in terminal a in Regulatory Year t; and

(f) R_t is the total revenue from Airport Charges in respect of air transport services for the carriage of passengers levied at the Airport in Regulatory Year t.

$\text{Rebate}_{\text{Terminal,t}}$

5.7 The Licensee shall calculate $\text{Rebate}_{\text{Terminal,t}}$ separately for each terminal in respect of its performance at each individual terminal against the targets set out for that terminal in accordance with the following formula:

$$\text{Rebate}_{\text{Terminal,t}} = \sum_{j=\text{January}}^{j=\text{December}} \sum_{i} \text{Min}\left(R_{i,j}RY \times x_{i,j,a}\ , \text{ANNMAX}_i\right)$$

where:

(a) ANNMAX_i is the maximum percentage of Airport Charges (relating to air transport services for the carriage of passengers) payable by the Licensee as rebates for any service failure in measure i in Regulatory Year t as specified in Table 1 of this Schedule;

(b) $R_{i,j}RY$ is a proportion of ANNMAX_I for any service failure in measure i in month j for any relevant Regulatory Year. During any Regulatory Year, the Licensee shall pay a percentage rebate of $R_{i,j}RY$ for the first six service failures of measure i in Regulatory Year t as specified in Table 1 of this Schedule; and

(c) $x_{i,j,a}$ = 0 if $\text{Target}_{i,j,a}$ for measure i in month j in terminal a is met as defined in paragraph 4.1; or

= 1 otherwise.

(d) $\mathrm{ANNMAX_i}$ is the maximum percentage of Airport Charges (relating to air transport services for the carriage of passengers) payable by the Licensee as rebates for any service failure in measure i in Regulatory Year t as specified in Table 1 of this Schedule;

(e) $\mathrm{R_{i,j}RY}$ is a proportion of $\mathrm{ANNMAX_i}$ for any service failure in measure i in month j for any relevant Regulatory Year. During any Regulatory Year, the Licensee shall pay a percentage rebate of $\mathrm{R_{i,j}RY}$ for the first six service failures of measure i in Regulatory Year t as specified in Table 1 of this Schedule; and

(f) $\mathrm{x_{i,j,a}}$ = 0 if $\mathrm{Target_{i,j,a}}$ for measure i in month j in terminal a is met as defined in paragraph 4.1; or

= 1 otherwise.

(g) i = F1 to F7, F9 to F18, F20 as specified in Table 1 of this Schedule.

$\mathbf{Rebate_{CP,t}}$

5.8 The Licensee shall calculate $\mathrm{Rebate_{CP,t}}$ across the whole Airport based on the performance of F8 (Control post vehicle queuing time, relevant to each individual control post group) against the targets set out for control posts.

5.9 The Licensee shall aggregate $\mathrm{Rebate_{CP,t}}$ across all months for Regulatory Year t and shall calculate it as follows:

$$\mathrm{Rebate_{CP,t}} = \sum_{\mathrm{j=January}}^{\mathrm{j=December}} \mathrm{Min}\left(\mathrm{R_{CP,j}RY} \times \mathrm{x_{CP,j}}\,, \mathrm{ANNMAX_{CP}}\right)$$

where:

(a) $\mathrm{ANNMAX_{CP}}$ is the maximum percentage of Airport Charges (relating to air transport services for the carriage of passengers) payable by the Licensee as rebates for any service failure in control posts in Regulatory Year t as specified in Table 2 of this Schedule;

(b) $\mathrm{R_{CP,j}RY}$ is a proportion of $\mathrm{ANNMAX_{CP}}$ for any service failure in month j for any relevant Regulatory Year. During any Regulatory Year, the Licensee shall pay a percentage rebate of $\mathrm{R_{CP,j}RY}$ for the first six service failures in Regulatory Year t as specified in Table 2 of this Schedule; and

(c) $\mathrm{x_{CP,j}}$ = 0 if $\mathrm{Target_{CP,j}}$ in month j is met as defined in paragraph 4.4; or

= 1 otherwise.

$\mathbf{Rebate_{ROR,t}}$

5.10 The Licensee shall calculate $\mathrm{Rebate_{ROR,t}}$ across the whole Airport based on the performance of F19 (Runway operational resilience) against the target for this measure.

5.11 The Licensee shall calculate $\mathrm{Rebate_{ROR,t}}$ as follows:

$$\mathrm{Rebate_{ROR,t}} = \mathrm{Min}\left[100 \times \left(\frac{\mathrm{Rebate_{ARR,t}} + \mathrm{Rebate_{DEP,t}}}{\mathrm{R_t}}\right), \mathrm{MAXRebate_{ROR}}\right]$$

where:

(a) $\mathrm{Rebate_{ARR,t}} = \sum_{\text{All material events}} \mathrm{v_{ARR_d}}$ is the element of this term related to arrival movements at the Airport in Regulatory Year t;

(b) $\mathrm{Rebate_{DEP,t}} = \sum_{\text{All material events}} \mathrm{v_{DEP_d}}$ is the element of this term related to departure movements at the Airport in Regulatory Year t;

(c) $\mathrm{R_t}$ is the total revenue from airport charges in respect of relevant air transport services levied at the Airport in Regulatory Year t expressed in pounds sterling; and

(d) $\mathrm{MAXRebate_{ROR}}$ is the maximum percentage rebate for Regulatory Year t as specified in Table 3 of this Schedule.

5.12 For each **Material Event** d:

(a) $\mathrm{v_{ARR_d}}$ shall have the value set out in Table 3 of this Schedule, dependent on the Maximum Cumulative Arrival Movements Deferred for the $\mathrm{d^{th}}$ relevant Material Event adjusted by inflation in the manner specified in paragraph 5.13; and

(b) $\mathrm{v_{DEP_d}}$ is the value in Table 3 of this Schedule, dependent on the Maximum Cumulative Departure Movements Deferred for the $\mathrm{d^{th}}$ relevant Material Event adjusted by inflation in the manner specified in paragraph 5.13.

5.13 For $\left(\mathrm{Rebate_{ARR,t}} + \mathrm{Rebate_{DEP,t}}\right)$ incurred in the relevant Regulatory Year t, the amount payable shall be inflated to outturn prices by the formula:

$$\left(\mathrm{Rebate_{ARR,t}} + \mathrm{Rebate_{DEP,t}}\right) = \left(\mathrm{Rebate_{ARR,2020}} + \mathrm{Rebate_{DEP,2020}}\right) \times \frac{\mathrm{CPIIndex_t}}{\mathrm{CPIIndex_{2020}}}$$

where:

(a) $\text{Rebate}_{\text{ROR},2020}$ in 2020 prices as listed in Table 3 of this Schedule;

(b) CPIIndex_{t} is the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year t; and

(c) CPIIndex_{2020} is the average value of the Office for National Statistics monthly D7BT Consumer Price Index over Regulatory Year 2020.

6. Bonus Incentives

Payment

6.1 The Licensee may recover bonuses from Relevant Parties. Bonus payments shall be included in the calculation of the Airport Charges in respect of relevant air transport services in Condition C1.

Calculation (Up to April 2023)

6.2 B_t is the bonus factor specified in Condition C1, and is based on the Licensee's performance for the bonus measures in the relevant Regulatory Year t set out in Table 6a of this Schedule.

6.3 For the purposes of calculating M_t, the maximum allowable yield calculated in accordance with Condition C1, the corresponding periods for which bonuses are recoverable by the Licensee to be included in the calculation of M_t are set out in Table 7 of this Schedule.

6.4 B_t shall be calculated as follows:

$$B_t = \sum_{j=\text{January}}^{j=\text{December}} \sum_{k} \text{Max}\left[0, \text{Min}\left[\text{BNS(T2)}_{k,j}, \text{BNS(T3)}_{k,j}, \text{BNS(T4)}_{k,j}, \text{BNS(T5)}_{k,j}\right]\right]$$

where:

(a) B_t is the total aggregate percentage bonus rebate payable for Regulatory Year t; and

(b) $\text{BNS(T2)}_{k,j}$, $\text{BNS(T3)}_{k,j}$, $\text{BNS(T4)}_{k,j}$, $\text{BNS(T5)}_{k,j}$ are the amounts of bonuses earned as a percentage of Airport Charges in month j based on the Licensee's performance of specified element k in Terminal 2, Terminal 3,

Terminal 4 and Terminal 5. These bonuses shall be calculated using the formulae set out in paragraphs 6.5 and 6.6.

6.5 For each month j and specified element k:

$$\mathrm{BNS(T2)_{k,j}} = \frac{1}{12} \times \mathrm{MB_k} \times \frac{\mathrm{Min}\left[\mathrm{UPL_k}, \mathrm{MP(T2)_{k,j}}\right] - \mathrm{LPL_k}}{\mathrm{UPL_k} - \mathrm{LPL_k}}$$

$$\mathrm{BNS(T3)_{k,j}} = \frac{1}{12} \times \mathrm{MB_k} \times \frac{\mathrm{Min}\left[\mathrm{UPL_k}, \mathrm{MP(T3)_{k,j}}\right] - \mathrm{LPL_k}}{\mathrm{UPL_k} - \mathrm{LPL_k}}$$

$$\mathrm{BNS(T4)_{k,j}} = \frac{1}{12} \times \mathrm{MB_k} \times \frac{\mathrm{Min}\left[\mathrm{UPL_k}, \mathrm{MP(T4)_{k,j}}\right] - \mathrm{LPL_k}}{\mathrm{UPL_k} - \mathrm{LPL_k}}$$

$$\mathrm{BNS(T5)_{k,j}} = \frac{1}{12} \times \mathrm{MB_k} \times \frac{\mathrm{Min}\left[\mathrm{UPL_k}, \mathrm{MP(T5)_{k,j}}\right] - \mathrm{LPL_k}}{\mathrm{UPL_k} - \mathrm{LPL_k}}$$

where:

(a) $\mathrm{MB_k}$ is the maximum percentage of Airport Charges recoverable by the Licensee as bonuses for its performance of specified element k in the relevant Regulatory Year as specified in Table 6a of this Schedule;

(b) $\mathrm{UPL_k}$ is the upper performance limit for specified element k used in the calculation of bonuses. It has the values assigned to it in Table 6a of this Schedule;

(c) $\mathrm{LPL_k}$ is the lower performance limit for specified element k used in the calculation of bonuses. It has the values assigned to it in Table 6a of this Schedule;

(d) $\mathrm{MP(T2)_{k,j}}$, $\mathrm{MP(T3)_{k,j}}$, $\mathrm{MP(T4)_{k,j}}$ and $\mathrm{MP(T5)_{k,j}}$ are the moving annual average monthly performance for specified element k in month j weighted by monthly passenger numbers in Terminal 2, Terminal 3, Terminal 4 and Terminal 5, respectively. It is calculated using the formulae set out in paragraph 3.4.

6.6 The Licensee shall conduct the QSM survey in accordance with the approach specified in paragraph A2.2 in Annex 2 of this Schedule. No bonuses shall be payable for a specified element if the relevant questions for that element are not included in the QSM survey for that particular month.

6.7 The QSM question for specified element k = 1 Departure lounge seating availability is given by:

(a) A simple average of the QSM scores for the question on seating:

(i) [for departing passengers] “Now, thinking about the departures lounge, how do you rate the ease of finding a seat?”

6.8 The QSM questions for specified element k = 4 Flight information are given by:

(a) A simple average of the QSM scores for the three flight information questions:

(i) [for departing passengers] “Flight information (screens and boards only) – how do you rate the ease of finding?”

(ii) [for departing passengers] “Flight information (screens and boards only) – how do you rate the ease of reading?”

(iii) [for departing passengers] “Flight information (screens and boards only) – how do you rate the ease of understanding the information?”

6.9 The QSM questions for specified element k = 2 Cleanliness and for specified element k = 3 Wayfinding are set out in Annex 2 of this Schedule.

Calculation (from May 2023 onwards)

6.10 B_t is the bonus factor specified in Condition C1, and is based on the Licensee’s performance for the bonus measures in the relevant Regulatory Year t set out in Table 6b of this Schedule.

6.11 For the purposes of calculating M_t, the maximum allowable yield calculated in accordance with Condition C1, the corresponding periods for which bonuses are recoverable by the Licensee to be included in the calculation of M_t are set out in Table 7 of this Schedule.

6.12 B_t shall be calculated as follows:

$$B_t = \sum_{j=January}^{j=December} \sum_{bm} Max\left[0, Min\left[BNS(T2)_{bm,j}, BNS(T3)_{bm,j}, BNS(T4)_{bm,j}, BNS(T5)_{bm,j}\right]\right]$$

where:

(a) B_t is the total aggregate percentage bonus rebate payable for Regulatory Year t; and

(b) $\mathrm{BNS(T2)_{bm,j}}$, $\mathrm{BNS(T3)_{bm,j}}$, $\mathrm{BNS(T4)_{bm,j}}$, $\mathrm{BNS(T5)_{bm,j}}$ are the amounts of bonuses earned as a percentage of Airport Charges in month j based on the Licensee's performance of bonus measure bm in Terminal 2, Terminal 3, Terminal 4 and Terminal 5. These bonuses shall be calculated using the formulae set out in paragraphs 6.13 and 6.14.

6.13 For each month j and bonus measures bm = F1 (Cleanliness), F2 (Wayfinding) or F6 (Security queue time – Transfer Search):

$$\mathrm{BNS(T2)_{bm,j}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T2)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}}$$

$$\mathrm{BNS(T3)_{bmj}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T3)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}}$$

$$\mathrm{BNS(T4)_{bmj}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T4)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}}$$

$$\mathrm{BNS(T5)_{bmj}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T5)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}}$$

where:

(a) $\mathrm{MB_{bm}}$ is the maximum percentage of Airport Charges recoverable by the Licensee as bonuses for its performance for specified bonus measure bm in the relevant Regulatory Year as specified in Table 6b of this Schedule;

(b) $\mathrm{UBT_{bm}}$ is the upper bonus threshold for bonus measure bm used in the calculation of bonuses. It has the values assigned to it in Table 6b of this Schedule;

(c) $\mathrm{LBT_{bm}}$ is the lower bonus threshold for bonus measure bm used in the calculation of bonuses. It has the values assigned to it in Table 6b of this Schedule;

(d) $\mathrm{MP(T2)_{bm,j}}$, $\mathrm{MP(T3)_{bm,j}}$, $\mathrm{MP(T4)_{bm,j}}$ and $\mathrm{MP(T5)_{bm,j}}$ are the performance for bonus measures bm in month j for Terminal 2, Terminal 3, Terminal 4 and Terminal 5, respectively:

(i) for bonus measure bm = F1 Cleanliness or F2 Wayfinding, the Licensee shall measure its performance using the formulae set out in paragraph 3.4 of this Schedule; and

(ii) for bonus measure bm = F5a (Security queue time – Transfer Search), the Licensee shall measure its performance using the approach set out in paragraphs 3.16 to 3.18 of this Schedule.

6.14 For each month j and bonus measure bm = F5a (Security queue time – Central Search):

$$\mathrm{BNS(T2)_{bm,j}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T2)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}} \times \mathrm{z_{j,2}}$$

$$\mathrm{BNS(T3)_{bmj}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T3)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}} \times \mathrm{z_{j,3}}$$

$$\mathrm{BNS(T4)_{bmj}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T4)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}} \times \mathrm{z_{j,4}}$$

$$\mathrm{BNS(T5)_{bmj}} = \frac{1}{12} \times \mathrm{MB_{bm}} \times \frac{\mathrm{Min[UBT_{bm}, MP(T5)_{bm}]} - \mathrm{LBT_{bm}}}{\mathrm{UBT_{bm}} - \mathrm{LBT_{bm}}} \times \mathrm{z_{j,5}}$$

where:

(a) $\mathrm{MB_{bm}}$ is the maximum percentage of Airport Charges recoverable by the Licensee as bonuses for performance of specified bonus measure bm in the relevant Regulatory Year as specified in Table 6b of this Schedule;

(b) $\mathrm{UBT_{bm}}$ is the upper bonus threshold for bonus measure bm used in the calculation of bonuses. It has the values assigned to it in Table 6b of this Schedule;

(c) $\mathrm{LBT_{bm}}$ is the lower bonus threshold for bonus measure bm used in the calculation of bonuses. It has the values to it assigned in Table 6b of this Schedule;

(d) $\mathrm{MP(T2)_{bm,j}}$, $\mathrm{MP(T3)_{bm,j}}$, $\mathrm{MP(T4)_{bm,j}}$ and $\mathrm{MP(T5)_{bm,j}}$ are the performance for bonus measures bm in month j for Terminal 2, Terminal 3, Terminal 4 and Terminal 5 for bonus measure bm = F5a (Security queue time – Central Search). The Licensee shall measure its performance using the approach set out in paragraphs 3.16 to 3.18 of this Schedule.

(e) $\mathrm{z_{j,2}}$, $\mathrm{z_{j,3}}$, $\mathrm{z_{j,4}}$ and $\mathrm{z_{j,5}}$ = 1 if $\mathrm{Target_{j,2}}$, $\mathrm{Target_{j,3}}$, $\mathrm{Target_{j,4}}$ and $\mathrm{Target_{j,5}}$ for F3 (Helpfulness/attitude of security staff) in month j in Terminal 2, Terminal 3, Terminal 4 and Terminal 5 respectively are met, in accordance with the formula set out in paragraph 4.1, and = 0 otherwise.

7. Publication Requirements

7.1 The Licensee shall comply with the publication requirements set out in Table 8 of this Schedule and paragraphs 7.2 to 7.4 below.

Publication in terminals

7.2 The Licensee shall publish in each terminal at the Airport:

(a) on a monthly basis within four weeks of the end of the relevant month, performance against targets for each terminal (for "terminal measures") and for the Airport (for "airport-wide measures") with respect to the following measures and as specified in Table 8.

(i)	F1	Cleanliness;
(ii)	F2	Wayfinding;
(iii)	F3	Helpfulness/attitude of security staff;
(iv)	F4	Wi-fi performance;
(v)	F5a & F5b	Security queue time – Central search;
(vi)	F6	Security queue time – Transfer search;
(vii)	F20a & F20b	Hygiene safety testing;
(viii)	R1	Overall satisfaction;
(ix)	R2	Customer effort (ease);
(x)	R3	Enjoy my time at the airport;
(xi)	R5	Feel safe and secure;
(xii)	R8	Passengers with reduced mobility (PRM) – overall satisfaction;
(xiii)	R9	Timely delivery from departures baggage system;
(xiv)	R11	Departures flight punctuality; and
(xv)	R16a & R16b	Immigration queue times.

(b) on a monthly basis within four weeks of the end of the relevant month (where applicable), performance for each terminal (for "terminal measures") and for the Airport (for "airport-wide measures") with respect to the following measures and as specified in Table 8.

(xvi) R4 Airport that meets my needs; and

(xvii) R10 Baggage misconnect rate.

Publication on website

7.3 The Licensee shall publish on the Service Quality page of its website:

(a) on a monthly basis within four weeks of the end of the relevant month (where applicable),

(i) the performance (against targets where relevant) for each of the terminals at the Airport with respect to all measures specified in Table 8 of this Schedule; and

(ii) the estimated amount of rebates and bonuses, generated by the performance relating to all measures specified in Table 8 of this Schedule.

(b) in line with publishing the regulatory accounts for the relevant Regulatory Year;

(i) the confirmed performance (against targets where relevant) for each of the terminals at the Airport with respect to all measures specified in Table 8 of this Schedule; and

(ii) the estimated amount of rebates and bonuses generated by the performance relating to all measures specified in Table 8 of this Schedule.

Publication in the Regulatory Accounts

7.4 The Licensee shall publish on the Regulatory Accounts page of its website on an annual basis, as soon as available, the audited actual amount of rebates and bonuses generated by performance for all measures specified in Table 8 of this Schedule, split by each relevant measure.

8. Tables

8.1 This section sets out the details of the service quality MTI scheme as follows:

(a)	Table 1	Financial measures (Terminal) – metrics, targets, annual rebates and monthly rebates;
(b)	Table 2	Financial measure (Airport-wide) – Control posts vehicle queuing time – metrics, targets, annual rebates and monthly rebates;
(c)	Table 3	Financial measure (Airport-wide) – Runway operational resilience – rebates;
(d)	Table 4	Reputational measures (Terminal) – metrics and targets;
(e)	Table 5	Reputational measures (Airport-wide) – metrics and targets;
(f)	Table 6a	Bonus calculation up to April 2023;
(g)	Table 6b	Bonus calculation from May 2023 onwards;
(h)	Table 7	Periods of bonuses earned to be taken into account when setting $\mathrm{M_t}$ as specified in Condition C1; and
(i)	Table 8	Publication requirements.

8.2 Where, in Table 1 to Table 8, an item is described as being “Agreed locally between the Licensee and AOC”, the Licensee shall do so in accordance with the governance arrangements required under Condition F1(a)(iv).

Table 1: Financial measures (Terminal) – metrics, targets, annual rebates and monthly rebates

i	Financial measures	Metrics	Time of day to measure performance	$\mathbf{Target}_{i,j,a}$	ANNMAX_i (%)		$R_{i,j}RY$ (%) = ANNMAX_i (%) ÷ 6	
					T2-T4	T5	T2-T4	T5
F1	Cleanliness	Moving annual average QSM survey scores weighted by the moving annual average number of passengers, for the latest available month	Unrestricted	4.15	0.40	0.40	0.0667	0.0667
F2	Wayfinding	Moving annual average QSM survey scores weighted by the moving annual average number of passengers, for the latest available month	Unrestricted	4.20	0.40	0.40	0.0667	0.0667
F3	Helpfulness / attitude of security staff	Moving annual average QSM survey scores weighted by the moving annual average number of passengers, for the latest available month	Unrestricted	4.10	0.20	0.20	0.0333	0.0333
F4	Wi-Fi performance	Moving annual average QSM survey scores weighted by the moving annual average number of passengers, for the latest available month	Unrestricted	4.10	0.20	0.20	0.0333	0.0333
F5a	Security queue time – Central search	Percentage of queue times measured once every 15 minutes that are less than 5 minutes	05:00 to 22:30	95%	1.00	1.00	0.1667	0.1667
F5b		Percentage of queue times measured once every 15 minutes that are less than 10 minutes	05:00 to 22:30	99%				
F6	Security queue time – Transfer search	Percentage of queue times measured once every 15 minutes that are less than 10 minutes	05:00 to 22:30	95%	0.50	0.50	0.0833	0.0833
F7	Security queue time – Staff search	Percentage of queue times measured once every 15 minutes that are less than 10 minutes	Agreed locally between the Licensee and AOC	95%	0.40	0.40	0.0667	0.0667

i	Financial measures	Metrics	Time of day to measure performance	$\mathbf{Target_{i,j,a}}$	$ANNMAX_i$ (%)		$R_{i,j}RY$ (%) = $ANNMAX_i$ (%) ÷ 6	
					T2-T4	T5	T2-T4	T5
F9	Availability of lifts, escalators and travelators	Percentage of time serviceable and available for use, independent of any other measure	Agreed locally between the Licensee and AOC	99%	0.70	0.70	0.1167	0.1167
F10	Availability of check-in infrastructure	Percentage of time that (a) Self Service Bag Drop hardware and software and (b) Common Use Self-Service (CUSS) hardware, where any of these are provided by the Licensee, are serviceable and available for use, independent of any other measures.	Agreed locally between the Licensee and AOC	98%	0.50	0.50	0.0833	0.0833
F11	Availability of arrivals baggage carousels	Percentage of time serviceable and available for use, independent of any other measure	Agreed locally between the Licensee and AOC	99%	0.35	0.35	0.0583	0.0583
F12a	Availability of Terminal 5 track transit system	Percentage of one train serviceable and available for use, independent of any other measure	Agreed locally between the Licensee and AOC	99%		0.30		0.0500
F12b		Percentage of two trains serviceable and available for use, independent of any other measure		97%				
F13	Availability of stands	Percentage of time serviceable and available for use, independent of any other measure	Agreed locally between the Licensee and AOC	99%	0.20	0.20	0.0333	0.0333
F14	Availability of jetties	Percentage of time serviceable and available for use	Agreed locally between the Licensee and AOC	99%	0.20	0.20	0.0333	0.0333
F15	Availability of fixed electrical ground power	Percentage of time serviceable and available for use	Agreed locally between the Licensee and AOC	99%	0.15	0.15	0.0250	0.0250

i	Financial measures	Metrics	Time of day to measure performance	$\mathbf{Target_{i,j,a}}$	$ANNMAX_i$ (%)		$R_{i,j}RY$ (%) = $ANNMAX_i$ (%) ÷ 6	
					T2-T4	T5	T2-T4	T5
F16	Availability of stand entry guidance	Percentage of time serviceable and available for use	Agreed locally between the Licensee and AOC	99%	0.20	0.20	0.0333	0.0333
F17	Availability of pre-conditioned air	Percentage of time serviceable and available for use (Terminals 2, 3 and 5 only)	Agreed locally between the Licensee and AOC	98%	0.20	0.20	0.0333	0.0333
F18	Pier-served stand usage	Moving annual average percentage of passengers accessing a pier served stand (last 12 months)	Unrestricted	95%	0.30		0.0500	
F20a	Hygiene safety testing	Percentage of Amber ATP test results resolved within 12 hours each month	Unrestricted	100%	0.20	0.20	0.0333	0.0333
F20b		Percentage of Red ATP test results resolved within 2 hours each month	Unrestricted	100%				

Table 2: Financial measure (Airport wide) – Control posts vehicle queuing time – metrics, targets, annual rebates and monthly rebates

i	Financial measure	Metrics	Time of day to measure performance	$\mathbf{Target_i}$	$\mathrm{ANNMAX_{CP}}$ (%)	$\mathrm{R_{CP,j}RY}$ (%) = $\mathrm{ANNMAX_{CP}}$ (%) ÷ 6
F8	Control post vehicle queuing time	Percentage of vehicles at each control post group, measured as the average queue time for all vehicles in each 15 minute period, which have a waiting time of less than 15 minutes	Period agreed locally between the Licensee and the AOC	95%	0.40	0.0667
	CTA	CTA : CP5, CP8				
	Cargo	Cargo : CP10, CP10a, CP25a				
	Eastside	Eastside : CP12, CP16				
	Southside	Southside : CP24, CP24a				
	Terminal 5	Terminal 5 : CP18, CP19, CP20				

Table 3: Financial measure (Airport-wide) – Runway operational resilience – rebates

i	Financial measure	Metric	$\mathrm{Target_j}$	$\mathbf{MAXRebate_{RO}}$ (%)	Maximum cumulative movements deferred each day	0 to 3	4 to 5	6 to 7	8 to 9	10 to 11	12 to 13	14 to 15	16 to 17	18 to 19	20 or more
F19	Runway operational resilience	Maximum cumulative movements deferred each day	zero	0.50%	$\mathrm{v_{ARR_d}} + \mathrm{v_{DEP_d}}$ (£'000 in 2020 prices)	–	14.10	22.84	32.71	45.26	60.48	78.25	98.84	121.96	141.00

Table 4: Reputational measures (Terminal) – metrics and targets

i	Reputational measures	Metric	Time of day to measure performance	$\mathbf{Target_{i,j,a}}$[1]
R1	Overall satisfaction	Moving annual average QSM survey scores weighted by the moving annual average number of passengers, for the latest available month	Unrestricted	4.26
R2	Customer effort (ease)	Moving annual average QSM survey percentage of favourable responses (that is, a score of 4 or 5 on a scale of 1-5) rating the journey was easy or very easy, for the latest available month	Unrestricted	91%
R3	Enjoy my time at the airport	Moving annual average QSM survey percentage of favourable responses (that is, a score of 4 or 5 on a scale of 1-5) rating the journey was easy or very easy, for the latest available month	Unrestricted	80.5%
R4	Airport that meets my needs	Moving annual average QSM survey percentage of favourable responses (that is, a score of 4 or 5 on a scale of 1-5) agreeing with the statement, for the latest available month	Unrestricted	94%
R5	Feel safe and secure	Moving annual average QSM survey percentage of favourable responses (that is, a score of 4 or 5 on a scale of 1-5) agreeing with the statement, for the latest available month	Unrestricted	96%
R7	Helpfulness / attitude of airport staff	Moving annual average QSM survey scores weighted by the moving annual average number of passengers, for the latest available month	Unrestricted	4.36
R9	Timely delivery from departures baggage system	Percentage of bags delivered from the baggage system to the baggage make up area (or facility) not less than 30 minutes before the scheduled time of departure of their intended flight.	Unrestricted	98%
R16a	Immigration queue times	Percentage of queuing times measured once every 15 minutes for non-EEA passengers using staffed immigration desks that are less than 45 minutes	0500-2230	95%
R16b		Percentage of queuing times measured once every 15 minutes for EEA passengers using staffed immigration desks that are less than 25 minutes	0500-2230	95%

Table 5: Reputational measures (Airport-wide) – metrics and targets

i	Reputational measures	Metric	Time of day to measure performance	$\mathbf{Target_{i,j}}$[2]
R6	Ease of access to the airport	Moving annual average Surface Access Customer Satisfaction Survey (SACS) scores weighted by the moving annual average number of passengers arriving at the Airport by surface transport, for the latest available quarter	Unrestricted	4.44
R8	Passengers with reduced mobility (PRM) – overall satisfaction	Moving annual average Special Assistance Quality of Service Monitor (SpA QSM) scores weighted by the moving annual average number of passengers using the Special Assistance Service at the Airport, for the latest available month	Unrestricted	4.00
R10	Baggage misconnect rate	Average of the number of bags per 1000 passengers, which miss their originally intended departing passenger flight.	Unrestricted	No target
R11	Departures flight punctuality	Average proportion of scheduled passenger flights taking off within 15 minutes of the scheduled departure time	Unrestricted	80.5%
R12	Airport departures management	Average time taken (across all departing passenger flights) between the Actual Start Request Time and the Actual Take-Off Time of an aircraft	Unrestricted	30.0 minutes
R13	Airport arrivals management	Average time taken (across all arriving passenger flights) between the wheels of aircraft touching down on a runway and roll-retarding chocks being placed against the aircraft wheels, after the aircraft's brakes have been applied on stands	Unrestricted	10.0 minutes
R14	Percentage of UK population within 3 hours (and one interchange) of Heathrow by public transport	Percentage of UK population who live within 3 hours (and one interchange) of the Airport by public transport based on current public transport routes	Unrestricted	No target

[2] This target is for Regulatory Year 2026 and in earlier Regulatory Years the Licensee shall publish its performance in a way that shows its progress towards achieving this target by Regulatory Year 2026.

i	Reputational measures	Metric	Time of day to measure performance	$\mathbf{Target_{i,j}}$[2]
R15	Passenger injuries	Moving annual average number of passengers that are injured while travelling through the Airport each month, per one million passengers (excluding ill health)	Unrestricted	No target
R17	Carbon emissions	Total carbon emissions (sum of Scope 1, Scope 2 and Scope 3[3]) in Regulatory Year t as Tonnes CO_2 equivalent per year	Unrestricted	No target

Table 6a: Bonus calculation up to April 2023

k	Specified element	Metric	Lower performance limit LPL_k	Upper performance limit UPL_k	Maximum bonus MB_k
1	Departure lounge seating availability	Moving annual average QSM scores (as defined in this licence in the form it was in during the period up to April 2023) weighted by monthly passenger numbers in the relevant terminal	4.10	4.50	0.36%
2	Cleanliness		4.20	4.50	0.36%
3	Way-finding		4.20	4.50	0.36%
4	Flight information		4.40	4.70	0.36%

[3] See the Greenhouse Gas (GHG) Scope reporting categories specified in Chapter 4 of The Greenhouse Gas Protocol – Corporate Accounting and Reporting Standard for Scope 1 Direct GHG emissions, Scope 2 Indirect GHG emissions from purchased and consumers electricity, and Scope 3 All other Indirect GHG emissions (https://ghgprotocol.org/sites/default/files/standards/ghg-protocol-revised.pdf and https://ghgprotocol.org/corporate-standard-frequently-asked-questions#question%20one).

Table 6b: Bonus calculation from May 2023 onwards

bm	Bonus measure	Metric	Additional condition	Time of day to measure performance	Lower bonus threshold LBT_{bm}	Upper bonus threshold UBT_{bm}	Maximum bonus MB_{bm}	Monthly bonus = $MB_{bm} \div 12$
F1	Cleanliness	Moving annual average QSM scores weighted by monthly passenger numbers		Unrestricted	4.35	4.65	0.36%	0.0300%
F2	Wayfinding	Moving annual average QSM scores weighted by monthly passenger numbers		Unrestricted	4.40	4.70	0.36%	0.0300%
F5a	Security queue time – Central search	Percentage of queue times measured once every 15 minutes that are less than 5 minutes	Targets for Helpfulness / attitude of security staff must be met in the same month	05:00 to 22:30	97%	99%	0.54%	0.0450%
F6	Security queue time – Transfer search	Percentage of queue times measured once every 15 minutes that are less than 10 minutes		05:00 to 22:30	97%	99%	0.18%	0.0150%

Table 7: Periods of bonuses earned to be taken into account when setting M_t as specified in Condition C1

Bonuses earned in Regulatory Year	are included in
2024	the maximum revenue yield per passenger for Regulatory Year 2026 M_{2026} through the bonus term B_{2024}
2025	the maximum revenue yield per passenger for Regulatory Year 2027 M_{2027} through the bonus term B_{2025}

Table 8: Publication requirements

i	Measures	Frequency	Terminal	Website	Regulatory accounts
F1	Cleanliness	Monthly	Performance Target Rebates (estimated) Bonuses (estimated)	Performance Target Rebates (estimated) Bonuses (estimated)	Rebates (audited) Bonuses (audited)
F2	Wayfinding				
F3	Helpfulness / attitude of security staff	Monthly	Performance Target Rebates (estimated)	Performance Target Rebates (estimated)	Rebates (audited)
F4	Wi-Fi performance				
F5a	Security queue time – Central search	Monthly	Performance Target Rebates (estimated) Bonuses (estimated)	Performance Target Rebates (estimated) Bonuses (estimated)	Rebates (audited) Bonuses (audited)
F5b					
F6	Security queue time – Transfer search	Monthly			
F7	Security queue time – Staff search	Monthly		Performance Target Rebates (estimated)	Rebates (audited)
F8	Control posts vehicle queuing time				
F9	Availability of lifts, escalators and travelators				
F10	Availability of check-in infrastructure				
F11	Availability of arrivals baggage carousels				
F12a	Availability of Terminal 5 track transit system				
F12b					
F13	Availability of stands				
F14	Availability of jetties				

i	Measures	Frequency	Terminal	Website	Regulatory accounts
F15	Availability of fixed electrical ground power	Monthly		Performance Target Rebates (estimated)	Rebates (audited)
F16	Availability of stand entry guidance				
F17	Availability of pre-conditioned air				
F18	Pier served stand usage				
F19	Runway operational resilience				
F20a	Hygiene safety testing	Monthly	Performance Target Rebates (estimated)	Performance Target Rebates (estimated)	Rebates (audited)
F20b					
R1	Overall satisfaction	Monthly	Performance Target	Performance Target	
R2	Customer effort (ease)				
R3	Enjoy my time at the airport				
R4	Airport that meets my needs	Monthly	Performance Target	Performance Target	
R5	Feel safe and secure	Monthly	Performance Target	Performance Target	
R6	Ease of access to the airport	Quarterly		Performance Target	
R7	Helpfulness/attitude of airport staff	Monthly		Performance Target	
R8	Passengers with reduced mobility (PRM) – overall satisfaction	Monthly	Performance Target	Performance Target	
R9	Timely delivery from departures baggage system	Monthly	Performance Target	Performance Target	

i	Measures	Frequency	Terminal	Website	Regulatory accounts
R10	Baggage misconnect rate	Monthly	Performance	Performance	
R11	Departures flight punctuality	Monthly	Performance Target	Performance Target	
R12	Airport departures management	Monthly		Performance Target	
R13	Airport arrivals management				
R14	% of UK population within 3 hours (and one interchange) of the Airport by public transport	Annually		Performance Target	
R15	Passenger injuries	Monthly		Performance	
R16a	Immigration queue times	Monthly	Performance Target	Performance Target	
R16b					
R17	Carbon emissions	Annually		Performance	

Annex 1 General Matters

Rounding

A1.1 For the purposes of this Schedule, the Licensee shall the calculate and report of all performance and targets to two decimal places and, in the case of percentages, to two decimal places of a percentage point.

A1.2 In Tables 1 to Table 2 of this Schedule, the Licensee shall measure the maximum rebates as a percentage of Airport Charges for the relevant Regulatory Year ($\mathrm{ANNMAX_i}$ and $\mathrm{ANNMAX_{CP}}$) to two decimal places, and the Licensee shall measure the maximum monthly rebates as a percentage of Airport Charges ($\mathrm{R_{i,j}RY}$ and $\mathrm{R_{CP,j}RY}$) to four decimal places. In Table 3 of this Schedule, the Licensee shall measure the amounts of rebates ($\mathrm{v_{ARR_d}} + \mathrm{v_{DEP_d}}$) in thousands to two decimal places. In Table 6 of this Schedule, the Licensee shall measure the maximum bonuses as a percentage of Airport Charges ($\mathrm{MB_{bm}}$) to two decimal places.

Definitions

A1.3 In this Schedule:

(a) Airport Charges has the meaning as in Regulation 3(1) of the Airport Charges Regulations 2011 (2011 No. 2491);

(b) Relevant Parties means airlines that have paid Airport Charges in the relevant month in respect of air transport services for the carriage by air of passengers;

(c) Terminal excludes general aviation facilities and facilities for the handling of cargo;

(d) A relevant deadband period is:

(i) 1 November to 30 November;

(ii) 1 January to 31 January;

(iii) 1 February to 28 February (29 February in a leap year); and

(iv) 1 March to 14 days before Easter Sunday.

(e) Dates that fall outside of the periods as defined in paragraph A1.3(d) shall not be regarded as falling in a deadband period.

Annex 2 Survey Questions

A2.1 This Annex sets out the surveys, metrics and survey questions that define relevant measures specified in section 3(a) of this Schedule.

Quality of Service Montitor (QSM)

A2.2 The Licensee shall conduct the QSM using the following approach:

(a) the QSM shall be based on the results of survey interviews with not less than one interview amongst 2,000 passengers (departing and arriving interviews combined) in each Regulatory Year at the Airport;

(b) the interviews obtained shall reflect the expected profile of passengers travelling through the airport weighted such that they are representative of:

(i) country of destination for departing interviews; and

(ii) country of origin for arriving interviews;

(c) in instances where the country total traffic is high, the sample may be sub-weighted by individual airport destinations;

(d) the QSM scores shall be calculated through a weighted average of the individual scores, weighted by actual traffic statistics for the month;

(e) departing passengers shall be interviewed at the gate or gate area immediately prior to boarding the aircraft, and/or other locations as agreed by the Licensee and AOC in accordance with the governance arrangements required under Condition F1.1(a)(iv) and approved by the CAA;

(f) arriving passengers shall be interviewed on the arrivals concourse just before leaving the terminal building, and/or other locations as agreed by the Licensee and AOC in accordance with the governance arrangements required under Condition F1.1(a)(iv) and approved by the CAA;

(g) selection of passengers to take part in the survey shall be random and unbiased with respect to demographic characteristics; and

(h) during the course of a month, interviewing shall be conducted in each terminal on a selection of mornings and afternoons, weekdays and weekend days.

A2.3 In respect of the relevant measures for measuring performance and calculating rebates and bonuses where applicable, the interviewing procedures specified in paragraph A2.4 to A2.14 shall apply.

Introduction

A2.4 To invite passengers to take part in the QSM survey:

(a) [for arriving and departing passengers] “I am now going to ask you a series of questions which require you to rate your answers on the same rating scale”. A showcard must then be displayed with the following responses on it: Extremely poor (1), Poor (2), Average (3), Good (4), Excellent (5).

F1 Cleanliness

A2.5 A weighted average of the QSM scores for five cleanliness questions, weighted by the number of passengers using each type of facility:

(a) [for arriving and departing passengers] “How would you rate the cleanliness of the toilets?”

(b) [for departing passengers] " How would you rate the cleanliness of the check-in area?”

(c) [for departing passengers] “Still thinking about the departure lounge, how would you rate it for cleanliness?”

(d) [for arriving passengers] “How would you rate the cleanliness of the arrivals hall (where we are now)?”

F2 Wayfinding

A2.6 A weighted average of the QSM scores for the three way-finding questions, weighted by the number of passengers using each form of wayfinding:

(a) [for departing passengers] “How would you rate the ease of finding your way around this terminal?”

(b) [for connecting passengers] “Have you been between terminals today? How would you rate the ease of finding your way?”

(c) [for arriving passengers] “How would you rate the ease of finding your way around this terminal?”

F3 Helpfulness/attitude of security staff

A2.7 A simple average of the QSM scores for the security staff helpfulness / attitude question:

(a) [for departing passengers] “Thinking about the security staff, how would you rate the following:

Helpfulness/attitude of security staff?”

F4 Wi-fi performance

A2.8 A simple average of the QSM scores for the second question below:

(a) [for departing and arriving passengers, to filter out non-Wi-fi users] “Which of the following did you use or visit: Wi-Fi?”

(b) [for departing and arriving passengers who answered ‘yes’ in (a)] “How would you rate the Wi-Fi service in the terminal?”

R1 Overall satisfaction

A2.9 A simple average of the QSM scores for the overall satisfaction question below:

(a) [for arriving and departing passengers] “We would now like to focus on your experience of Heathrow as a whole. How would you rate your overall experience in this Terminal today?”

R2 Customer effort (ease)

A2.10 A simple average of the percentage of passengers saying their journey through the Airport was easy or very easy in the question below:

(a) [for arriving and departing passengers] “On a scale of 1 to 5, where 1 is not at all easy and 5 is very easy, how easy was your journey through Heathrow?”

R3 Enjoy my time at the airport

A2.11 A simple average of the percentage of passengers saying their journey through the Airport was enjoyable or very enjoyable in the question below:

(a) [for departing passengers] “On a scale of 1 to 5, where 1 is not at all enjoyable and 5 is very enjoyable, how enjoyable was your time at Heathrow?”

R4 Airport that meets my needs

A2.12 A simple average of the percentage of passengers agreeing with the statement that the Airport meets their needs through the question below:

(a) [for departing passengers] "Thinking about your overall experience today – on a scale of 1 to 5 where 1 = strongly disagree and 5 = strongly agree, to what extent did Heathrow meet your needs?"

R5 Feel safe and secure

A2.13 A simple average of the percentage of passengers agreeing with the statement that they felt safe and secure at the Airport:

(a) [for arriving and departing passengers] "On a scale of 1 to 5, where 1 = strongly disagree and 5 = strongly agree, to what extent do you agree with the following statements? During your time in the airport

I felt safe and secure."

R7 Helpfulness/attitude of airport staff

A2.14 A simple average of the QSM scores for the Helpfulness/attitude of airport staff question below:

(a) [for arriving and departing passengers] "Now thinking about all staff you have met or seen during your time at Heathrow so far today, whether you've interacted with them or not, how would you rate the following?

Helpfulness/attitude of all staff at the airport."

Surface Access Customer Satisfaction Survey

A2.15 The Licensee shall conduct the Surface Access Customer Satisfaction (SACS) Survey using the following approach:

(a) the SACS Survey shall be based on the results of survey interviews with not less than 10,000 direct departing passengers each year at the Airport;

(b) the interviews obtained shall reflect the expected profile of direct departing passengers travelling through the Airport representative of:

(i) country of destination for interviews;

(c) the ease of getting to the Airport score shall be calculated through the average of the individual ratings;

(d) departing passengers shall be interviewed at the gate or gate area immediately prior to boarding the aircraft, and/or other locations as agreed by the Licensee and AOC in accordance with the governance arrangements required under Condition F1(a)(iv) and approved by the CAA;

(e) selection of passengers to take part in the survey shall be random and unbiased with respect to demographic characteristics; and

(f) during the course of a month, interviewing shall be conducted in each terminal on a selection of mornings/afternoons and weekdays/weekend days.

A2.16 In respect of the relevant measure for measuring performance, the interviewing procedures specified in paragraph A2.17 and A2.18 shall apply.

Introduction

A2.17 To invite passengers to take part in the SACS survey:

(a) [for departing passengers] “I am now going to ask you a series of questions which require you to rate your answers on the same rating scale”. The showcard is then displayed with the following responses on it: Extremely poor (1), Poor (2), Average (3), Good (4), Excellent (5).”

R6 Ease of access to the airport

A2.18 [Drivers] “Ease of finding your way to the airport from home / work / other starting point”

[Taxi and public transport] = “Ease of getting to the airport from home / work / hotel / other starting point”.

Special Assistance Quality of Service Monitor (SpA QSM)

A2.19 The SpA QSM shall be conducted by the Licensee using the following approach:

(a) actively advertise and promote the satisfaction survey to passengers that use the Special Assistance Service at the Airport;

(b) collect the email addresses of users of the Special Assistance Service that are willing to participate in the survey;

(c) email individuals willing to participate post-travel to encourage them to complete the survey;

(d) the selection of users of the Special Assistance Service approached to take part in the survey shall be random and unbiased with respect to demographic characteristics; and

(e) during the course of a month, users of the Special Assistance Service shall be approached in each terminal on a selection of mornings/afternoons and weekdays/weekend days.

A2.20 In respect of the relevant measure for measuring performance, the interviewing procedures specified in paragraph A2.21 and A2.22 shall apply.

Introduction

A2.21 To invite users of the Special Assistance Service to take part in the SpA QSM survey:

(a) [for arriving and departing passengers] “I am now going to ask you a series of questions which require you to rate your answers on the same rating scale”. The showcard is then displayed with the following responses on it: Extremely poor (1), Poor (2), Average (3), Good (4), Excellent (5).”

R8 Passengers with reduced mobility (PRM): Overall Satisfaction

A2.22 A simple average of the SpA QSM scores for the overall satisfaction question below:

(a) [for arriving and departing passengers] “How would you rate your overall experience of the Passenger Assistance Service at Heathrow airport?”

Annex 3 Exclusions

A3.1 This Annex sets out the Exclusions specified in paragraph 3.28 of this Schedule.

A3.2 **Exclusions** are allowed in limited circumstances, such as:

(a) specific stands, jetties and fixed electrical ground power to accommodate annual and five yearly statutory inspections, where this work is done in consultation with the AOC, and the period specified in advance, the exclusion not to be more than two days over any relevant Regulatory Year for any particular asset. If works extend beyond any notified period, then any additional downtime shall count against the serviceability target;

(b) specific passenger-sensitive equipment (lifts, escalators, travelators) or arrivals baggage carousels to accommodate planned maintenance, where the work is done in consultation with the AOC, the period is specified in advance, the work falls in a deadband period as defined in paragraphs A1.3(d) and A1.3(e) of Annex 1 and the exclusion is not more than 30 days over any relevant Regulatory Year for any particular asset. If works extend beyond a notified period, then any additional downtime shall count against the serviceability target.

(c) security queues for central search, transfer search and staff search for two hours following evacuations in the relevant terminal(s), and control post search for two hours following evacuations in the relevant control post(s);

(d) closure of passenger-sensitive equipment (lifts, escalators, travelators) in areas immediately adjacent to security queues where it is considered by the Licensee that their continued use is likely to lead to unacceptable health and safety risks due to increased congestion;

(e) stands taken out of service to accommodate high security flights;

(f) closure of stands to ensure passenger safety during evacuation, emergency or safety incidents and relevant passenger-sensitive equipment subject to the AOC agreeing after the event that such equipment was in the immediate vicinity of the stands or the incident;

(g) downtime where equipment is automatically shut down by fire alarm activation and the fire alarm activation is not due to a system fault with the fire alarm;

(h) passenger-sensitive equipment (lifts, escalators, travelators) where downtime is due to the activation of an emergency stop button or break glass, limited to equipment where there is back indication of serviceability and limited to 10 minutes for each occurrence in the case of false alarms;

(i) downtime to accommodate fire risk-assessed deep cleans where an assessment of the condition of the equipment has shown that a deep clean is needed to ensure a safe operation can be maintained and to reduce the risk of fire;

(j) equipment downtime due to damage of, or misuse of, baggage carousels, jetties, stand equipment (such as lighting) or fixed electrical ground power units likely to have been caused by airlines or their agents or to passenger-sensitive equipment (lifts, escalators, travelators) where an airline or airline agent has accepted responsibility or where the AOC agrees with the Licensee in writing that the likelihood is that the damage has been caused by an airline or its agent;

(k) downtime where a fault has been reported by airlines or their agents, but, when the engineers attend the site, no fault is found and the equipment is working;

(l) equipment or stands taken out of service whilst a major investment project is undertaken in the vicinity where this is done in consultation with users and the timing of work has been determined after consultation with the AOC, and the period specified in advance. If work extends beyond this period, then the additional downtime shall count against the serviceability target;

(m) equipment or stands taken out of service for replacement or major refurbishment work, when the timing of work has been determined after consultation with the AOC, and the period specified in advance. If work extends beyond this period, then the additional downtime shall count against the serviceability target;

(n) during trials of new security processes or equipment. The scope and terms of exclusion shall be for predetermined periods that have been agreed by the Licensee and the AOC;

(o) during major operational disruption events which have a major impact on security staff resource, passenger volumes or off-schedule activity. The applicability and duration of the exclusion in respect of these events shall be as agreed with the AOC, where such agreement can be made retrospectively; and

(p) Equipment downtime for check-in desk infrastructure and systems likely to have been caused by airlines or their agents where an airline or airline agent has accepted responsibility, or where the AOC agrees with the Licensee in writing that the likelihood is that the downtime has been caused by an airline or its agent.

A3.3 Where, for the purposes of paragraph A3.2, the Licensee is required to agree a matter with the AOC, it shall do so in accordance with the governance arrangements as required under Condition F1.1(a)(iv).

A3.4 Where the Licensee cannot reach agreement with the AOC under paragraph A3.2(o),

(a) the Licensee may request a determination from the CAA on the applicability and duration of the exclusion; and

(b) the CAA may, following a reasonable period of consultation with the AOC, make such determination as it considers is reasonable:

(i) whether an exclusion applies in respect of the events that are the subject matter of the request;

(ii) if it decides that an exclusion applies, the duration of that exclusion; and

(iii) any other matter that the CAA considers appropriate in relation to the Licensee's request.

Annex 4 Runway Operational Resilience

A4.1 This Annex sets out further detail on the runway operational resilience measure as specified in paragraph 3.32, section 5 and Table 3 of this Schedule.

Basis of rebates

A4.2 $\text{Rebate}_{\text{ROR}}$ shall be calculated across all the air transport services for the carriage of passengers at the airport and the same rebates as a percentage of the relevant charges shall be paid to the Relevant Parties using all the terminals at the Airport.

A4.3 Except as set out in paragraph A4.17, a rebate shall be payable in respect of departures or arrivals where a **Material Event** has occurred and which was caused primarily by a failure on the part of the Licensee or of the provider of aerodrome air traffic services or their respective agents or contractors (where 'agents' exclude bodies carrying out activities specified in the annex of the EU Groundhandling Directive4); and this has generated a **Material Operational Impact** as defined in paragraph A4.7.

Definitions of terms

Material Events

A4.4 For the purposes of paragraph A4.3, a **Material Event** is one or more of the following:

(a) radar or other critical air traffic control equipment or systems failure;

(b) tower staff shortages;

(c) tower industrial action;

(d) industrial action by the Licensee's operational staff;

(e) closure of runways;

(f) closure of rapid exit taxiways, rapid access taxiways, and other runway exit or access taxiways or both;

4 Council Directive 96/67/EC of 15 October 1996 on access to the groundhandling market at Community airports (Official Journal L 272 25/10/1996 p 0036-0045).

(g) closure of aircraft manoeuvring areas;

(h) runway or taxiway lighting system failures;

(i) failure of other critical equipment such as fire tenders; or

(j) where bad weather has been forecast and has materialised and the **Relevant Bad Weather Equipment** as set out in paragraph A4.6 is not available or has not been deployed.

A4.5 The Licensee shall not be liable to pay rebates for disruption due to bad weather unless one or more of the factors above apply.

Relevant Bad Weather Equipment

A4.6 For the purposes of the definition of Material Event in paragraph A4.4, **Relevant Bad Weather Equipment** is defined as:

(a) Low visibility procedures:

(i) Instrument Landing System (ILS), Instrumented Runway Visual Range (IRVR) system, Surface Movement Radar (SMR), Microwave Landing System (MLS) (where installed) and Advanced Surface Movement Guidance and Control System (ASMGCS) (where installed); and

(ii) operational availability of lighting and signage systems to enable Category 2/3 operations to continue.

(b) Ice

(i) airfield (that is, the runways, taxiways and manoeuvring area) and aircraft stands anti-/de-icing equipment and media (as specified to the AOC); and

(ii) operational availability and deployment of trained staff to operate the equipment.

(c) Snow

(i) runway and taxiway snow clearance equipment (as specified to the AOC by the requirements of paragraph A4.18); and

(ii) operational availability and deployment of trained staff to operate the equipment.

Material Operational Impact

A4.7 For the purposes of paragraph A4.3, a **Material Operational Impact** is defined as:

(a) For arrivals:

(i) a flow rate restriction (Air Transport Flow Management (ATFM) or local[5]) is applied which is less than the declared runway scheduling limit; and

(ii) the cumulative number of actual movements is less than the cumulative reference number of movements by at least four movements for any **Relevant Measurement Period** during the period before the flow rate restriction is removed.

(b) For departures:

(i) the cumulative number of actual movements is less than the cumulative reference number of movements by at least four movements for any **Relevant Measurement Period** during the period of the material effect.

Maximum Cumulative Arrival Movements Deferred

A4.8 For the purposes of Table 3 of Schedule 1, Maximum Cumulative Arrival Movements Deferred is the maximum number of cumulative arrival movements deferred at any of the Relevant Measurement Periods for the particular Material Event, calculated as follows:

$$= \mathrm{A_d} \times \sum_{s=1}^{s=\theta} (\text{Expected ARR}_s - \text{Actual ARR}_s)$$

where

(a) s denotes any **Relevant Measurement Period** relating to the particular **Material Event**;

(b) θ denotes the **Relevant Measurement Period** relating to that particular **Material Event** at which $\text{Expected ARR}_s - \text{Actual ARR}_s$ reached its maximum;

[5] ATFM restrictions are air traffic flow movement restrictions imposed through the Central Flow Management Unit of Eurocontrol. Local restrictions are of a temporary duration and originate from the Tower watch supervisor.

(c) Expected ARR_s is the number of **Expected Arrival Movements** in the **Relevant Measurement Period** s as determined in accordance with paragraphs A4.13 to A4.16;

(d) Actual ARR_s is the number of actual arrivals in the **Relevant Measurement Period** s; and

(e) A_d is the **Proportion of Responsibility** for the d^{th} **Material Event** attributed to the Licensee or the provider of aerodrome air traffic services or their respective agents or contractors.

Maximum Cumulative Departure Movements Deferred

A4.9 **Maximum Cumulative Departure Movements Deferred** is the maximum number of cumulative departure movements deferred at any of the Relevant Measurement Periods for the particular Material Event, calculated as follows:

$$= A_d \times \sum_{s=1}^{s=\theta} (\text{Expected DEP}_s - \text{Actual DEP}_s)$$

where:

(a) s denotes any **Relevant Measurement Period** relating to the particular **Material Event**;

(b) θ denotes the **Relevant Measurement Period** relating to that particular **Material Event** at which $\text{Expected DEP}_s - \text{Actual DEP}_s$ reached its maximum;

(c) Expected DEP_s is the number of **Expected Departure Movements** in the **Relevant Measurement Period** s as determined in paragraphs A4.13 to A4.16;

(d) Actual DEP_s is the number of actual departures in the **Relevant Measurement Period** s; and

(e) A_d is the **Proportion of Responsibility** for the d^{th} **Material Event** attributed to the Licensee or the provider of aerodrome air traffic services or their respective agents or contractors.

Relevant Measurement Period

A4.10 For the purposes of this Annex, the **Relevant Measurement Period** is defined as any period beginning with the **Clock-Face Hour** preceding the

commencement of the **Material Event** and ending no later than the next **Clock-Face Hour** after the **Material Event** ends.

Clock-Face Hour

A4.11 For the purposes of this Annex, a **Clock-Face Hour** is the period of 60 minutes which for any relevant hour hh, starts with hh:00:00 and ends at hh:59:59.

Proportion of Responsibility

A4.12 Where the Licensee reasonably considers that a **Material Event** with a **Material Operational Impact** has been made more severe by contributory causes beyond the control of the Licensee or its agents, it shall estimate the proportion of the effect which it considers to have been due to the **Material Event** as set out in paragraph A4.4. The Licensee shall provide evidence to support its consideration of such contributory causes.

Expected Arrival Movements and Expected Departure Movements

A4.13 For the purposes of this Annex, **Expected Arrival Movements** and **Expected Departure Movements** shall be estimates made by the Licensee retrospectively by hour for each **Material Event** and made available to users on the Licensee's extranet site or in a manner agreed with users, as soon as practicable after the **Material Event** to which it relates.

A4.14 The Licensee shall use its best endeavours to calculate the **Expected Arrival Movements** and **Expected Departure Movements** to reflect the relevant movements in each hour in the absence of any **Material Event** or **Material Operational Impact**.

A4.15 These calculations shall have regard to the actual arrival or departure movements during the relevant hour and day in the weeks preceding the relevant hour where there were no **Material Events** or other significant factors which affected arrivals or departure rates. These calculations may be supplemented by a consideration of other relevant factors which the Licensee regards as appropriate in order to make best estimates.

A4.16 The Licensee shall set out the basis of its calculations with the estimates.

Exceptions

A4.17 The unavailability of facilities shall not require the rebates to be payable:

(a) where the **Material Event** is due to runways, taxiways, other aircraft manoeuvring areas, or associated airfield lighting being taken out of

service while a major investment project is undertaken in the vicinity and where this is done in consultation with users and the timing of work has been determined after consultation with the AOC, and the period specified in advance. If work extends beyond this period, then rebates shall be payable if the work causes **Material Events** as defined in paragraph A4.4; or

(b) where the **Material Event** is due to runways, taxiways, other aircraft manoeuvring areas, or associated airfield lighting being taken out of service for replacement or major refurbishment work or tower related works and when the timing of work has been determined after consultation with the AOC, and the period specified in advance. If work extends beyond this period, then rebates shall be payable if the work causes **Material Events** as defined in paragraph A4.4.

Data collection and communication

A4.18 The Licensee shall:

(a) provide to the AOC prior to each winter season a list of the anti-icing or de-icing equipment and media and runway and taxiway snow clearance equipment in commission at the airport;

(b) compile a log of all the events at the Airport which it considers could have a potentially material effect on operations at the Airport (the 'Super-Log'). This shall include ATFM and local restrictions imposed on operations at the Airport along with Material Events relating to departures (which may not necessarily have been linked to an ATFM or local restriction). The Licensee may also include other events where it considers that this materially adds to the value of the Super-Log as a complete record;

(c) report to Relevant Parties the new events that have been recorded each week as soon as practicable after the end of the relevant week on its extranet site or in such other format as may be agreed by the Licensee and Relevant Parties; and

(d) report to Relevant Parties as soon as practicable after the relevant week the calculations of the maximum number of movements deferred for each **Material Event** set out in paragraph A4.4 and the assumptions supporting the expected level of arrivals or departures in each hour during the course of the **Material Event** and any estimate of the **Proportion of Responsibility** as set out in paragraph A4.12.