

# Terms and conditions

## which apply to:

### **The operation of the operator's aircraft from London City Airport (the "Agreement")**

These Terms and Conditions may only be varied with the written agreement of LCY. No terms or conditions put forward at any time by the Operator shall form any part of the Agreement or take precedence over it.

This Agreement and its terms shall apply to the access and use by the Operator of the Airport for the purpose of operating its Aircraft at the Airport.

### **Introduction**

- (a) LCY (as defined below) is the holder of an EASA Aerodrome Certificate issued by the Civil Aviation Authority under which LCY and LCYJC operate the Airport.
- (b) The Airport is subject to Section 37 of the Airports Act 1986 and has been granted permission by the Secretary of State for Transport to levy airport charges.
- (c) This Agreement which includes its schedules any variations or amends thereof ("**Agreement**") sets out the terms and conditions applying to the use of the Airport by the Operator.

## Now it is hereby agreed as follows:

### **1. Interpretation**

- 1.1 In this Agreement, including its schedules, annexes, variations thereof unless the context requires otherwise the following expressions shall have the following meanings:

**"Airport"** means London City Airport including London City Airport Jet Centre which shall include their land, runways, buildings, structures and facilities situated on and/ or connected to them;

**"Airside"** means all those areas of the Airport for access to which it is necessary to pass through security control(s);

**"Aircraft"** means any and all Aircraft used, retained and/or operated by the Operator whether directly or indirectly which includes Private Flights and Charter Flights;

**"Agreement"** means this entire Agreement herein including the attached Schedules, annexes and variations thereof;

**"AOSU"** means the Airside Operations and Safety Unit (AOSU) located at the Airport responsible for maintaining a safe working environment for all Airside operators by ensuring compliance with CAA and EASA standards;

**"Airport Director"** means an LCYJC or LCY Executive Director or similar officer as nominated from time to time by it;

**"Authorities"** means any local, national, multinational governmental or non-governmental authority, statutory undertaking or public or regulatory body or corporate body (whether present or future) which has any jurisdiction, control or influence over LCY, LCYJC, the Airport, the handling agent of the Operator, the Services, or any parts thereof, or over any decision, consent or licence of which is required in order for the Services to be supplied and performed in accordance with the Agreement or to be used by LCY in the manner it intends;

**"Best Industry Practice"** means the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors;

**"CAA"** means the Civil Aviation Authority;

**"Charter Flight"** means a flight operated by the Operator for hire or reward;

**"Confidential Information"** means information of the type described in Clause 17 of this Agreement;

**"Co-ordinator"** means mean the natural or legal person responsible for the allocation of Slots at the Airport, currently Airport Co-ordination Limited;

**"Corporate Aircraft"** means any Aircraft, chartered or operated specifically or mainly for corporate and/or private non-scheduled flights.

**"Data Protection Legislation"** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

**"EASA"** means the European Aviation Safety Agency;

**"EASA Certificate"** means the aerodrome certificate granted to LCY by EASA authorising LCY to operate as an aerodrome in accordance with the provisions of Regulation (EC) No 216/2008 and its Implementing Rules (underneath which LCY operates);

**"Freight"** means any goods or other property carried or to be carried on an Aircraft, other than Mail, baggage or property of the Operator. For the avoidance of doubt any baggage carried pursuant to an air waybill shall be Freight;

**"Laws"** means and includes any common or customary law and any decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed);

**"LCY"** means London City Airport Limited, having registered company number 01963361 and whose registered office is at Royal Docks, London E16 2PB or any successor or assignee of LCY for the time being and shall include any references to LCY and any associated, affiliated, group or subsidiary company of LCY thereto and

shall, unless the context otherwise provides, include any employees, servant or agent;

**“Local Procedures”** means any written procedures issued by LCY supplementing the standard terms and conditions set out in this Agreement, including Airport Director's Notices, Airport Director's Instructions, Notices to Operators and Operational Safety Instructions, as amended by LCY from time to time by giving written notice to the Operator;

**“Mail”** means all types of material communications carried on an Aircraft e.g. post office, diplomatic and military mail;

**“Movement”** shall mean one landing or one departure of the Operator's Aircraft at the Airport;

**“NOTAMS”** means Notice to Airmen. A notice containing information (not known sufficiently in advance to publicise by other means) concerning the establishment, condition or change to any facility, service or procedure notified within the UK Aeronautical Information Publication;

**“Operations Department”** means LCY's department at the Airport responsible for the maintenance of a safe environment on and around the Airport and implementation of Airside safety policies;

**“Operator”** means the person or company operating Aircraft from the Airport;

**“Party/Parties”** means LCY and/or the Operator individually or together as the context permits;

**“Passenger”** means any person carried on an Aircraft with the exception of the Operator's flight crew, cabin crew, CAA inspectors, EASA inspectors and sky marshals;

**“Private Flight”** means a flight operated by the Operator which is not a Charter Flight;

**“Published Private Flight Fees & Charges”** means LCY's published private flight fees and charges prevailing at the time as currently set out at Schedule 2 and as published and amended by LCYJC from time to time;

**"Replacement Services"** means any services which are identical or substantially similar to any of the services provided by the Operator and which LCYJC receives in substitution for any of the Services following the termination or expiry of this Agreement;

**"Replacement Supplier"** means any third party supplier of Replacement Services appointed by LCYJC from time to time;

**"Services"** means the services to be delivered and provided by or on behalf of the Operator under this Agreement or any parts thereof including but not limited to the operation of Aircraft Flights to and from the Airport;

**"Slot(s)"** means the permitted time of a Movement as allocated by the Co-ordinator;

**"Staff"** means any employees, consultants, agents, contractors or third parties employed, used or retained by the Operator to provide any Services or parts thereof under this Agreement;

**"Terminal Passenger"** means any passenger who arrives at or departs from the Airport other than a Transit Passenger;

**"Transfer Laws"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") or any replacement legislative provision including without limit the Acquired Rights Directive, EC Directive 2001/23 or any replacement legislative provision;

**"Transit Passenger"** means a passenger who arrives at and departs from the Airport on the same Aircraft and does not leave the Aircraft while at the Airport;

**"UK Air Pilot"** means a manual published by the CAA containing essential information of a lasting nature relating to all UK airports including Flight procedures, noise abatement procedures and SID charts; and

**"VAT"** means value added tax as provided for in the Value Added Tax Act 1994.

- 1.2 References to any Clauses, Schedules, or Annexes in this Agreement shall infer references to the aforementioned in this Agreement.
- 1.3 The Schedules and/or any Annexes to this Agreement, including any variations should be read in accordance with the terms and conditions of the main Agreement which shall take precedence. To the extent that there is a conflict or inconsistency between the provisions of this Agreement and the Schedule(s) then the terms and conditions of the Agreement shall prevail first followed by Schedules 2, Schedule 1 and then any other Schedule to this Agreement.
- 1.4 Any headings used in this Agreement are included for convenience only and shall not affect the construction of this Agreement.
- 1.5 References to any of the masculine, feminine and neuter genders shall include the other genders and references to the singular number shall include the plural and vice versa, except where inconsistent with the context.
- 1.6 Words and expressions defined in Part 38 of the Companies Act 2006 (as amended) shall bear the same respective meanings when used in this Agreement as ascribed to them therein, provided that any definitions in Clause 1.1 shall prevail.
- 1.7 References to a legislative or statutory provision shall include any provision of which it is a re-enactment as well as all orders and regulations made pursuant to such provision and all modifications or re-enactments from time to time.

## **2. Operation**

- 2.1 The obligations of the parties under this Agreement will survive for a period in accordance with the provisions of the Limitation Act 1980.
- 2.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including clauses shall remain in full force and effect.
- 2.3 LCYJC shall allow the Operator to operate from the Airport and allow the Operator to provide the Services on a non-exclusive basis subject to the terms and conditions of this Agreement.
- 2.4 The Operator acknowledges and confirms that it has entered into this Agreement in reliance on its own due diligence.

- 2.5 The Operator will not engage whether directly or indirectly any third party, persons or bodies (other than its own directly engaged and employed Staff members that LCY has approved) to provide any Services or ancillary services at the Airport without the prior written approval of LCY ("Subcontractors"), such approval not to be unreasonably withheld or delayed.

### **3. Compliance with agreement and laws**

- 3.1 The Operator agrees to provide the Services and operate at the Airport subject to:
- 3.1.1 the terms and conditions of this Agreement including its Schedules and any agreed amendments or variations thereof;
  - 3.1.2 and in accordance with all Laws and Best Industry Practice;
  - 3.1.3 the Standard Ground Handling Agreement annexed hereto as Schedule 1;
  - 3.1.4 the Published Private Flight Fees & Charges as amended from time to time by LCY;
  - 3.1.5 the LCY Byelaws annexed hereto as Schedule 3, as amended from time to time by LCYJC by giving written notice to the Operator.
- 3.2 Each Party undertakes to the other that it shall not, and shall procure that its employees shall not, in the course of performing its obligations under this Agreement, knowingly engage in any activity which would constitute a breach of the Bribery Act 2010 and that it has in place a compliance programme designed to ensure compliance with the terms of the Bribery Act 2010 (as amended) and has and will maintain in place, adequate procedures designed to prevent any third party contractor appointed on an agency basis or as a sub-contractor from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010.
- 3.3 The Parties agree that no-individuals and/or employees engaged or retained by either Party in conjunction with this Agreement, will during the term, or upon expiry or termination of this Agreement transfer to the other Party pursuant to the Transfer Laws, or otherwise.

3.4 The Operator will:

3.4.1 at its own cost: (a) hold and obtain all applicable governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions ("**Licences**") which are necessary to be maintained by the Operator in connection with the provision of the Services; and (b) shall advise LCYJC and any member of the LCY group of companies that is required to hold any Licences in connection with use of the Services;

3.4.2 provide such reasonable co-operation and information in relation to the Services to such of the LCYJC's customer's and other operators as LCYJC may reasonably require for the purposes of enabling any such persons to create and maintain any interfaces that the LCYJC may reasonably require; and

3.4.3 allocate sufficient resources to provide the Services in accordance with the terms of this Agreement.

3.5 The Operator acknowledges that it is not being appointed as an exclusive operator for any of the Services and LCYJC may at any time appoint or procure from a third party the provision of similar services to those Services provided by the Operator.

3.6 The Operator shall promptly notify LCYJC in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by LCYJC during such due diligence which materially and adversely affects its ability to perform the Services or meet any service levels.

3.7 The Operator shall not be entitled to recover any additional costs from LCYJC which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to LCYJC by the Operator in accordance with Clause 3.6 save where such additional costs or adverse effect on performance have been caused by the Operator having been provided with fundamentally misleading information by or on behalf of the LCYJC and the Operator could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Operator shall be entitled to recover such reasonable additional costs from LCYJC or



shall be relieved from performance of certain obligations as shall be determined by the Parties acting reasonably.

- 3.8 The Operator is responsible at all times for the clarity, accuracy, fitness, suitability and completeness of its Service specifications and its compliance with all Laws. It is the responsibility of the Operator to seek any guidance from LCYJC in respect of any issues under this Agreement on which it is unclear.
- 3.9 Without prejudice to Clause 3.4 the Operator shall monitor and shall keep LCYJC informed in writing of any changes in the Laws which may impact the Services and shall provide LCYJC with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. Without prejudice to the rest of this Clause 3.9, the Operator shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this Clause.
- 3.10 The Operator will in so far as reasonably and commercially possible will use its reasonable endeavours to satisfy any reasonable obligations placed on it under the s106 agreement entered into between LCY and the London Borough of Newham, the relevant sections of that agreement applicable to this Agreement relate to the Airport Noise Management Scheme (Fourth Schedule) annexed to this Agreement at Schedule 4.
- 3.11 The Operator shall comply and shall ensure that the Operator and each of his subcontractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 as amended time to time ("**MSA 2015**").
- 3.12 The Operator warrants and represents that neither the Operator nor any of his officers, employees or other associated persons:
- 3.12.1 has been convicted of any offence involving slavery and human trafficking; or
- 3.12.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

- 3.13 The Operator shall implement due diligence procedures for his own suppliers, subcontractors and other participants in his supply chains, to ensure that there is no slavery or human trafficking in his supply chains.
- 3.14 The Operator shall maintain a complete set of records to trace the supply chain of all materials, labour and services provided to LCYJC in connection with this Agreement and implement supplier and subcontractor audits, either directly or through a third party auditor to monitor compliance with the MSA 2015.
- 3.15 The Operator shall notify LCYJC as soon as it becomes aware of any breach or potential breach of the MSA 2015 and/or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 3.16 The Operator shall prepare and deliver to LCYJC no later than 45 days after being requested to do so, a slavery and human trafficking report setting out the steps he has taken to ensure that slavery and human trafficking is not taking place in any of his supply chains or in any part of his business.
- 3.17 The Operator shall implement a system of training for its employees, suppliers and Subcontractors to ensure compliance with the MSA 2015.
- 3.18 The Operator shall keep a record of all training offered and completed by his employees, suppliers and subcontractors to ensure compliance with the MSA 2015 and shall make a copy of the record available to LCYJC on request.
- 3.19 The Operator represents warrants and undertakes that he conducts his business in a manner that is consistent with the MSA 2015.
- 3.20 Breach of Clauses 3.11 to 3.19 shall be deemed a material breach of this Agreement.

## **4. Use of the airport and its facilities**

### **Requirements**

- 4.1 The use of the Airport by the Operator and/or its Staff and/or Subcontractors and the provision of any facilities or services provided by LCYJC to the Operator are subject to this Agreement, Local Procedures and all applicable Laws.
- 4.2 The use of the Airport is also subject to the Aerodrome Manual, Emergency Orders, Instructions and Notices Manual and Aircraft and Salvage Orders issued by LCYJC, as amended from time to time by giving written notice to the Operator.
- 4.3 The Operator should obtain copies of any Local Procedures and of the documents mentioned in Clause 4.2 from the Airfield Operations and Safety Unit and ensure that its Staff, relevant employees, agents and contractors have knowledge of and comply with them.
- 4.4 The use of the Airport is also subject to local flying restrictions and procedures as shown in the UK Air Pilot and NOTAMS.
- 4.5 LCYJC is required to operate the Airport in accordance with the terms of agreements with the local planning authority. Such agreements are deemed to be incorporated into this Agreement, so that any conditions or restrictions contained therein apply to the Operator's operations at the Airport, and are available upon request from the Airport Director. The Operator shall provide information to the Airport as required by the local planning agreements, support community projects and all future planning applications. Local planning agreements are entered into to secure planning approvals and attempt to minimise the disruption to local communities caused by Aircraft operations at the Airport requiring inter alia, the Operator:
  - 4.5.1 shall not operate Aircraft or equipment outside the normal operating hours of the Airport without express written permission from LCYJC;
  - 4.5.2 shall not operate Aircraft auxiliary power units otherwise than for essential Aircraft engine starting, or cabin conditioning prior to boarding, without express written permission from LCYJC, or in accordance with written notices as issued by LCY from time to time;

- 4.5.3 shall not operate mobile diesel generators at any time without express written permission from LCYJC, which in any event will not be granted for use outside the normal operational hours of the Airport;
  - 4.5.4 will use all reasonable endeavours to utilise the Airport's fixed electrical supply;
  - 4.5.5 shall not seek from Air Traffic Control approval for Aircraft engine start up until strictly necessary;
  - 4.5.6 shall shut down Aircraft engines on any of its Aircraft as soon as possible following arrival at the Airport;
  - 4.5.7 shall if a delay occurs subsequent to engine start up, shut down engines on its Aircraft whenever possible;
  - 4.5.8 shall not to start engines without a staff member of LCYJC being present and visible to the pilot in command at the front of the Aircraft and giving a clear signal that it is safe to start;
  - 4.5.9 shall comply with the provisions of the applicable Airport Noise Management Scheme in place from time to time; and
  - 4.5.10 shall use all reasonable endeavours to minimise the exposure to Aircraft noise of local communities.
- 4.6 For all Flights to or from the Airport (whether scheduled or unscheduled) the Operator must obtain in advance a Slot cleared by the LCY Coordinator, and no Flights may be operated otherwise.
- 4.7 The Operator will cooperate with the Coordinator to achieve best Slot utilisation at the Airport, which will include but not be limited to using all reasonable efforts to operate at least 95% of the Slots allocated by the Co-ordinator at the times allocated and filing Flight plans in accordance with the Slots allocated.
- 4.8 The Operator must notify in advance and in writing to LCYJC and to the Co-

ordinator any amendments to its published timetable prior to any such amendments coming into effect.

- 4.9 All Aircraft types used or operated by Operator the must comply fully with all conditions and requirements applicable to the Operator attaching to LCYs EASA Certificate as may be determined from time to time including those conditions which LCYJC may communicate to the Operator in writing from time to time.
- 4.10 All pilots employed or engaged by the Operator to fly Aircraft from or into the Airport must hold a current professional pilot's licence (CPL/ATPL) together with a valid certificate of currency for the Aircraft type in question.
- 4.11 All Aircraft used by the Operator whether landing or taking off from the Airport must be crewed by a minimum of two qualified pilots, although in the case of multi-engine Aircraft operated for Flights other than for public transport the co-pilot may hold a PPL (Private Pilots Licence) provided he/she has a valid certificate of currency for the Aircraft type in question, and evidence has been supplied to LCY that the co-pilot has undergone full familiarisation training on steep approaches.
- 4.12 The Operator must ensure that its Staff including any agency and temporary or contractual employees, servants, agents and contractors wear the Operator's corporate uniforms at all times, where supplied high visibility clothing, prominently display Airport ID cards and have with them all relevant safety equipment at all times when in an Airside location.
- 4.13 Aircraft which become technically unserviceable or subject to extensive delay must, if required by the Operations Department, be relocated as soon as possible to a non-operational area of the Airport. The Operator must ensure that there are in place the necessary arrangements and equipment to facilitate the towing of their Aircraft. Charges shall apply in accordance the Published Private Fees & Charges as amended from time to time by LCYJC by giving written notice to the Operator.
- 4.14 Each act or omission of each member of the Operator's Staff and/or Subcontractors shall, for the purposes of this Agreement, be deemed to be an act or omission of the Operator.

- 4.15 LCYJC shall be entitled to request the removal and replacement of any of the Operator's Staff and/or Subcontractors provided that LCYJC:
- 4.15.1 does not exercise such right frivolously or vexatiously; and
  - 4.15.2 no such removal or replacement shall place the Operator in breach of contract and/or make it subject to any actual or potential claim for unfair dismissal and/or any claim on the grounds of discrimination (or similar); and
  - 4.15.3 provides the Operator with a full written explanation of the grounds for its request for removal or replacement of any such personnel following which the Parties will meet to discuss any removal or replacement and the Operator will be given the opportunity to put forward its own representations for and against such removal or replacement.

#### **Records and Information**

- 4.16 The Operator will at all times comply with the Airport's security rules and regulations and such rules and regulations as are contained in the National Aviation Security Programme and any other relevant legislation in force from time to time including local security instruction notices, and will ensure that its employees, servants, agents, contractors and all other persons on Airport premises on business for or on behalf of the Operator do so.
- 4.17 The Operator, or its appointed handling agent, shall furnish to LCYJC within 21 days of a written reasonable request made by LCYJC copies of its Aircraft load sheets to enable LCYJC to verify of all the Operator's details with respect to the passengers carried on any by it or all Flights departing from the Airport during a specified period, and copies of extracts from Aircraft Flight manuals to enable verification of Aircraft weight and noise characteristics. The Operator shall produce for inspection by LCYJC the originals of such documents if requested by LCYJC in writing at any time during the period of six months following the departure of any Flight.
- 4.18 The Operator shall provide reports in writing addressed to LCY Director of Terminal Services within 21 days of a written request by LCYJC specifying details of the number and content of any complaints received from passengers or members of the public.

- 4.19 The Parties will and will procure that their appointed agents and contractors comply with their obligations under applicable Data Protection Legislation and permit either Party's or their external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit their data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions in order to verify and procure that they are in full compliance with their obligations under this Agreement.
- 4.20 The Operator shall, at all times during and after the term of this Agreement, indemnify LCYJC and keep LCYJC indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by LCYJC arising from any breach of the Operator's obligations under Data Protection Legislation except and to the extent that such liabilities have resulted directly from the LCYJC's written instructions.

## **5. Aircraft and passenger handling**

- 5.1 In respect of any Aircraft used by the Operator for scheduled services to or from the Airport the Operator is required to use an approved handling agent or adhere to the self-handling requirements as specified in Clause 6 below.
- 5.2 The Airport has a list of approved handling agents, a copy of which is available upon request from the Airport Director. Use of any other handling agent or any other third party providing similar services is not permitted without LCYJC's prior written consent.
- 5.3 In respect of Corporate Aircraft (if applicable) the Operator is required to use the handling services of LLCYJC, the company currently approved by LCY to provide such handling services at the Airport, or any subsequently approved company.
1. All services described in Schedule 1 are provided at the Airport solely by LCYJC. The Fees for these services are set out in the Published Private Flight Fees and Charges (as relevant and determined in accordance with Clause 11.1 of this Agreement) each as amended from time to time by LCYJC by giving written notice to the Operator.

## **6. Self-handling**

- 6.1 Subject to Council Directive 96/67/EC regarding access to the ground handling market at Community airports and any implementing legislation or other requirements in force from time to time entitling the Operator to provide its own ground handling services at the Airport, LCYJC reserves the exclusive right to provide any service which it desires and sees fit to provide at the Airport.
- 6.2 If the Operator wishes to provide or appoint any handling services agent either for itself or to be provided by a third party, the Operator must first apply in writing to the Airport Director of LCYJC and will be obliged to enter into a Self-handling Agreement with LCYJC setting out the minimum requirements and terms subject to which such services shall be provided at the Airport. No third party agents or subcontractors of the Operator will be allowed onto the Airport without the prior written approval of LCYJC.

## **7. Health and safety and security**

- 7.1 The Operator must comply with its obligations under the Health & Safety at Work Act 1974 and all other current health and safety legislation and Laws. The Operator is required to establish a current Safety Policy Statement and prominently display it within the Operator's premises, and send a copy of it to the Director of Safety of LCYJC, or equivalent individual(s) within LCYJC.
- 7.2 The Operator must appoint a Safety Representative who will manage and co-ordinate all safety related issues on its behalf, including ensuring that business activities are conducted safely at all times, and that staff have sufficient safety training and awareness relating to the activities being undertaken. The Operator shall notify the name of its Safety Representative to LCYJC.
- 7.3 The Operator will provide its written plans for dealing with emergencies to LCYJC (including public relations, crisis management and disabled Aircraft recovery plans together with details of emergency contact telephone numbers) and will provide any updates or amended plans as and when the updates or amendments are made.
- 7.4 The Operator is required to undertake a formal risk assessment of the activities undertaken by it at the Airport, its allocated premises and work areas, and



equipment and systems in use, at suitably regular monthly intervals and in the event of any incident/accident at the Airport as declared by LCYJC, notify LCYJC without delay and/or with LCY's Director of Safety. The significant findings must be recorded and held pending improvement action where this is reasonably necessary, and the Operator undertakes to ensure that such action is carried out. LCYJC shall require routine audits of the Operator's safety systems from time to time and the Operator must co-operate with LCYJC in this respect. The Operator will have the ability to undertake operational audits of LCYJC's safety systems from time to time and the LCYJC must co-operate with the Operator in this respect.

- 7.5 Any safety or security issues arising that have an impact on other users of the Airport and/or the Airport must be immediately raised with LCY's Director of Safety (including those arising in risk assessments carried out in accordance with Clause 7.4). Where common safety responsibilities are identified the Operator shall co-ordinate its activities with the Airport and other users of the Airport to ensure a safe place of work for staff, public, contractors and others using the Airport.
- 7.6 The Operator shall be liable and held responsible and accountable at all times for the activities and actions of its Staff, contractors, third parties and external support organisations directly or indirectly employed or engaged by it whilst at/on the Airport and in the course of undertaking their obligations under this Agreement, and the Operator shall and will procure that its Staff, contractors, third parties and any external support organisations employed or engaged by it are advised and regularly kept up-to-date of all current Airport health and safety requirements which have been notified to the Operator by LCYJC or which the Operator as a competent body in its own capacity should have known and which it is expected to know or which is applicable to the Operator in the course of performance of its obligations under this Agreement. The Operator will on demand provide its necessary risk assessments and method statements to LCYJC for the purposes of compliance under this Clause.
- 7.7 The Operator shall immediately report, using LCYJC's safety reporting system (details of which may be obtained from LCY's Director of Safety), any areas of concern observed within the Airport boundary which it considers merit corrective action.
- 7.8 The Operator shall respond positively to any reasonable requests by LCYJC

regarding confirmation of safety responsibilities, risk assessments, accident records, improvement actions, and any other health and safety information. LCYJC shall respond positively to any reasonable requests by the Operator regarding confirmation of safety responsibilities, risk assessments, accident records, improvement actions, and any other health and safety information.

- 7.9 The Operator shall provide turnaround plans which are compliant with the principles of the Health and Safety Executive document HSG2009 (2000) as amended.
- 7.10 The Operator is not permitted to operate any Flight to or from the Airport which contains cargo and dangerous goods assignments without providing prior written notice to LCY and receiving prior authorisation from LCY;
- 7.11 The Operator acknowledges that the provisions in Clause 4.5 above are also strict health and safety requirements.

## **8. Airport meetings and training exercises**

- 8.1 If so requested by LCYJC attend all Airport meetings and training exercises which LCYJC reasonably considers relevant to its operation at the Airport. Such meetings will include operations, health and safety, security, and emergency and contingency planning meetings. The training exercises will include emergency exercises. The Operator's representative at any such meeting or training exercise will be a senior person within the Operator's organisation, with the necessary experience and qualifications to contribute to the meeting.

## **9. Vehicles**

- 9.1 The routing and positioning on the Airport of any vehicles operated by the Operator and its suppliers shall at all times be subject to the control of an Airport Director.
- 9.2 Each Operator vehicle used Airside by the Operator and/or its agents must carry an Airside pass and have valid and enforceable insurance in force. LCYJC reserves the right to withhold or withdraw a pass for any of the Operator's vehicles at its absolute discretion.
- 9.3 The Operator may not park or maintain any vehicles on the Airport without the

prior written consent of LCYJC.

- 9.4 The use of vehicles on the Airport is also subject to the Byelaws annexed hereto as Schedule 3, as amended from time to time by LCYJC by giving written notice to the Operator.

## **10. Fees and charges**

- 10.1 LCYJC's Fees are detailed in the Published Private Flight Fees & Charges. Any services not detailed within the Published Private Flight Fees & Charges shall not be included within the Fees detailed within the Published Private Flight Fees & Charges and an additional charge will be payable by the Operator to LCYJC for any additional services in accordance with the terms of this Agreement. For the avoidance of doubt the Published Private Flight Fees & Charges may be amended from time to time by LCYJC by giving written notice to the Operator.
- 10.2 The Published Private Flight Fees & Charges or any other fees and charges payable under this Agreement are exclusive of any Value Added Tax which will be chargeable in accordance with any relevant statutory provisions and at the prevailing rate as applicable.
- 10.3 No reduction, set off, or exemption from Fees will be allowed by reason of the unavailability of any Airport services, assistance or other facilities or when Aircraft are diverted or obliged to land in exceptional circumstances at the Airport, for example for reason of bad weather or traffic congestion, and no exceptions or rebates from the Fees will be allowed unless specifically agreed in writing by LCYJC.
- 10.4 The Operator shall not, without the express written consent of LCYJC, be entitled in respect of any claim it may have against LCYJC or otherwise to make any set-off against or deduction from any Fees payable by the Operator to LCYJC, which must be paid in full cleared funds pending resolution of any such claim.

## **11. Payment**

- 11.1 Without prejudice to Clause 11.3 and subject to Clause 11.2, the Operator shall pay LCYJC in GBP pounds sterling without delay, deduction or set off and in clear funds by way of bank transfer for:
- 11.1.1 all Fees outlined in the Published Private Flight Fees & Charges and under this Agreement, which shall include all Fees for the landing, parking or housing of any of the Operators Aircraft at the Airport; and
  - 11.1.2 any other supplies, services or facilities provided to it in respect of or in connection with an Aircraft by LCYJC before the Aircraft departs from the Airport .
- 11.2 Payment of all Fees under this Agreement shall in any event be due and payable by the Operator no later than the day and time at which the Operator's Aircraft landed at the Airport, unless stated and/or agreed otherwise by LCYJC in writing.
- 11.3 In the event of any payments, Fees, sums, monies or charges or parts thereof due by the Operator to LCYJC under this Agreement including its Schedules not being received by LCYJC on the date upon which they are due for payment then interest shall accrue and be payable by the Operator upon any outstanding sums or parts thereof from the date upon which such payment was due until the date on which payment is received in full, on a daily basis reckoned at the statutory rate of interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and LCYJC reserves the right without liability to prevent the relevant Aircraft from departing from the Airport until payment of the relevant Fees are received in full by LCYJC.
- 11.4 If any sum of money is recoverable from the Operator as a result of the operation of this Agreement or as a result of the Operators breach of this Agreement or any of its obligations hereunder then such sum may be deducted, or set off by LCYJC against any sum due to the Operator.
- 11.5 The Operator shall indemnify and hold LCYJC harmless against any liability (including any interest, penalties or costs incurred) which are levied, demanded or assessed against LCYJC at any time in respect of the Operator's failure to account for, or to pay, any VAT or any other tax owed by it under any Laws relating to payments under this Agreement.

## **12. Lien**

- 12.1 As long as an Aircraft or any parts and accessories or any equipment owned by the Operator are located at the Airport or upon any land under the control of LCYJC, LCYJC shall have a continual lien, both particular and general, over such Aircraft, its parts and accessories and any equipment for all fees, charges, Fees, costs and any other liabilities of whatever nature which shall be or are due and payable to LCYJC by the Operator, irrespective of whether the amount due is in respect of that Aircraft or equipment or otherwise. Any lien shall not be lost by reason of the Aircraft departing from the Airport but shall continue to be exercisable at any time when the Aircraft or any other Aircraft or other equipment owned by the Operator has returned to the Airport after having left it so long as any of the said Fees, charges, costs or other liabilities, whether incurred before or after such departure, remain unpaid.
- 12.3 LCYJC shall be entitled to levy Fees incurred in respect of any Aircraft or property for storage or otherwise during the period of exercise of the lien and LCYJC may further exercise a lien in respect of unpaid Fees, charges, costs or other liabilities as it sees fit.
- 12.3 If Fees, charges, costs or other liabilities in respect of which a lien is exercised remain outstanding, LCYJC shall despatch by ordinary first class post to the Operator at his registered address and to the registered owner of the Aircraft at his address on the appropriate Register in the State of Registration a notice demanding payment within 14 days of delivery of the letter. In the event that payment remains outstanding thereafter, LCYJC may at its entire discretion sell, dispose of, remove or destroy such Aircraft or equipment. In the event of a sale or disposition LCYJC may apply the proceeds in discharging any sum due to LCYJC and any Fees, expenses or costs incurred in connection with the disposal of the Aircraft or equipment before accounting for any balance to any party so entitled.
- 12.4 The exercise by LCYJC of the powers set forth in this Clause 12 shall be without prejudice to other powers or rights LCYJC may have by virtue of statute or otherwise.

### **13. Liability of LCYJC**

13.1 Neither LCYJC, nor its respective employees, servants or agents shall be liable to the Operator or its affiliates for:

13.1.1 any costs (including legal costs), claims, damage or loss whatsoever to any Aircraft including its parts, whether moveable or immovable, any accessories or any property contained in or connected to the Aircraft at any time, including whilst the Aircraft is on the Airport or is in the course of landing or taking off at the Airport or arising out of the performance of any ground handling services set out in this Agreement, or being removed or dealt with elsewhere in accordance with Clause 12; or

13.1.2 any other loss, damage, legal expenses, or injury to persons or otherwise howsoever caused,

whether directly or indirectly from any act, omission, negligence or other default on the part of LCYJC or its employees, servants, contractors, or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result or unless such exclusion from liability is prohibited by statute. Furthermore, neither LCYJC nor its respective employees, servants, contractors, or agents shall be liable to the Operator for any demand or claim, whether arising in tort or contract or otherwise, to the extent that such demand or claim is for loss of revenue, loss of profit, loss of use, loss of business or goodwill or any other form of economic or consequential loss or damage and whether arising directly or indirectly from any act, omission, negligence or other default. This Clause 13.1 applies exclusively to all claims for damage or loss to any Aircraft, its parts or accessories or any property contained in the Aircraft and to the exclusion of Article 8.5 of the IATA Standard Ground Handling Agreement.

5.

13.2 In any event and save in case of wilful misconduct or gross negligence on the part of LCYJC, LCYJC will not be liable to the Operator for any claims, whether arising in tort or contract or otherwise, to the extent that such claim is for consequential, economic, special or other indirect loss, including loss of profit, business, reputation or goodwill.

13.3 Subject to Clause 13.2 above, LCYJC in no way guarantees the continued use or operation of the Airport or the achievement of any projected levels of passenger and movement utilisation of the Airport and may at any time and

from time to time at its sole discretion close or restrict the access of the public to the Airport or any part thereof and forbid the entrance of any person or persons to the same for such period as it may deem necessary without incurring any liability whatsoever to the Operator (save in case of wilful misconduct or negligence on the part of LCYJC) in respect of any disturbance or reduction in or loss of business consequent thereon.

- 13.4 Notwithstanding the terms of Clause 13, nothing in these Conditions shall exclude, restrict or limit either Party's liability for death or personal injury under this Agreement.

## **14. Indemnity**

- 14.1 LCYJC shall be kept indemnified and held harmless at all times by the Operator against all costs, claims, injury (including personal injury and death), loss or damage (including loss or damage to the property of LCY) of any description due to or arising out of or in conjunction with the use by the Operator of the Airport, the Operator's Aircraft, or any damage by the Operator to the Airport or any on areas or premises occupied or controlled by LCYJC, or for anything done, permitted or omitted by the Operator or any of its Staff, employees, servants or agents in or upon the Airport, or under this Agreement, save to the extent that such costs, claims, injury, damage or loss are caused by directly LCYJC or its employees, agents or servants acting with intent to cause damage or recklessly and with knowledge that damage would result or unless such indemnity is prohibited by any statute. This Clause shall survive termination, or expiry of the Agreement for a period of 3 years.

## **15. Insurance**

- 15.1 During the term of this Agreement, the Operator agrees to effect and maintain in valid and enforceable insurable format the following insurance policies: (i) public, passenger and third party liability insurance in respect of any Aircraft operated and/or used by the Operator and any and all activity at the Airport and (ii) property damage insurance against loss or damage to any Airport property and assets used in relation to the performance of this Agreement for not less than their full reinstatement or replacement value. Such insurances to be maintained for the term of this Agreement, and insurances referenced in 15.1 (i) to be held in such amounts not being less than three hundred and twenty five million pounds (GBP £325,000,000) any one occurrence, and (iii) any other insurance which may be appropriate to the

Operator's business, or relevant to the Operator's obligations under this Agreement or required by applicable Laws, and any insurance provided under this Clause 15.1 shall include the war write back coverage (as per Extended Coverage Endorsement AVN52). The Operator shall provide, prior to the commencement of this Agreement and thereafter upon renewal of the insurance policy or policies, certificates of insurance evidencing the existence of such insurance.

- 15.2 In the event the Operator is unable to procure or is unable to obtain the relevant insurances under this Clause 15 the Operator will immediately notify LCYJC and await LCYJC's instructions.
- 15.3 The provisions of this insurance Clause 15 shall in no way limit the liability, indemnity and responsibility of the Operator under this Agreement.
- 15.4 In respect of any (motor/electric and/or any other type of) vehicles which the Operator and/or its servants, agents, or associates may use or operate Airside the Operator shall at all times ensure that such vehicles are fully and properly insured for third party risks for an appropriate amount being no less than fifty million pounds (£50,000,000) and the Operator shall provide, prior to the commencement of this Agreement and thereafter upon renewal of the insurance policy or policies, certificates of insurance evidencing the existence of such insurance.
- 15.5 In respect of any vehicle which the Operator or its servants, agents, or associates may use or operate Airside the Operator shall at all times ensure that the vehicle is fully and properly insured for third party risks for an appropriate amount having regard to the nature of the risks. Evidence of such insurance shall be produced to LCYJC upon request.
- 15.6 The provisions of this insurance Clause 15 shall in no way limit the liability, indemnity and responsibility of the Operator under this Agreement.

## **16. Termination**

- 16.1 Without prejudice to any other rights and remedies LCYJC may have, LCYJC shall have the right to terminate this Agreement immediately without cause or liability at any time during the term upon giving the Operator written notice of termination if in any of the following events occur:

16.1.1 if the Operator and/or its Staff, contractors, or agents, commit a



material breach of this Agreement or any parts thereof, or is a party to any dishonest or fraudulent conduct in relation to their obligations under this Agreement or any parts thereof;

16.1.2 commits any other breach of their obligations under this Agreement or any parts thereof and fails to remedy such breach within 28 days after being given written notice by LCYJC to remedy such default. If LCYJC is terminating this Agreement or any parts thereof for a material breach, it may rely on a single material breach or on a number of breaches or repeated breaches that taken together reasonably constitute a material breach; or

16.1.3 if the Operator goes into liquidation either voluntary or compulsory save for the purpose of reconstruction or amalgamation, or if any administrative receiver, trustee in bankruptcy, administrator, liquidator, or receiver shall be appointed in respect of the whole or any part of the Concessionaire's assets or if it shall make any arrangement for the benefit of creditors generally, or it is unable to meet its debts as they fall due; or

16.1.4 the Operator fails in the opinion of LCYJC to comply with or breaches any of the terms and conditions of any of the Schedules, this Agreement or any parts thereof; or

16.1.5 there is a change of control of the Operator, as defined by Section 416 of the Income and Corporation Taxes Act 1988 (as amended), unless such change is pre-approved by LCYJC in writing; or

16.1.6 the Operator is unable for whatever reason to meet its debts as and when they fall due for payment or settlement, or the Operator makes a composition or arrangement with its creditors for the settlement, amalgamation, or write off against its debts; or

16.1.7 the Operator shall have offered or given or agreed to give any person or third party any gift or consideration of any kind as an inducement or reward for doing or procuring to be done or for having done or having procured to be done any action in relation to the obtaining, execution and performance of its obligations under this Agreement (whether with or without the knowledge of that Party).

- 16.2 Following the service of a notice of termination for any reason the Operator shall continue to provide and/or procure the provision of its services and operations in accordance with the terms of this Agreement and/or any parts thereof until the expiry of the termination notice and/or the term whichever expires sooner ensuring that there is no degradation in the level of service or operations. Any termination of this Agreement or any parts thereof (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party hereunder or at law, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force.
- 16.3 If LCYJC commits a material breach of its obligations and such breach is not a result of any breach, act, omission or default caused by the Operator, then LCYJC will subsequently remedy such breach to the reasonable satisfaction of the Parties within 28 working days, and should it fail to do so then the Operator may terminate this Agreement, such termination will not be without prejudice to and shall not affect any accrued rights or liabilities of either Party to the other Party under this Agreement or under any Laws.

## **17. Confidentiality**

- 17.1 The information contained or referred to in this Agreement is confidential ("**Confidential Information**"). Both Parties agree not to disclose any Confidential Information to any other party, except to their own advisers or representatives where it is reasonably deemed necessary, or as required by any court, competent government or administrative authority or applicable law or regulations.
- 17.2 Confidential Information does not include information which is or becomes generally available to the public other than as a result of disclosure by either Party contrary to its respective obligation of confidentiality.
- 17.3 Without prejudice to any other rights or remedies that either Party may have, both Parties acknowledge and agree that if any Confidential Information is used or disclosed otherwise than in accordance with the terms of this Agreement, the Party whose Confidential Information was disclosed shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this

Clause, in addition to any damages or other remedy to which it may be entitled.

- 17.4 Not subject to the aforementioned, LCYJC is entitled to share this Agreement or any parts thereof with any group, subsidiary and/or affiliated company and any third parties nominated by it subject to the said party giving reasonable confidentiality undertakings to LCYJC in writing.

## **18. Notices**

- 18.1 Any notices given or required to be served under this Agreement shall be in writing and delivered by hand, facsimile or recorded delivery post to the other Party to be served at its address given herein or other address duly notified in writing from time to time to the other in accordance with the terms hereof. Notices may be served by e-mail, providing always that any such notice is also served to the other Party in writing by post, facsimile or hand. For the avoidance of doubt, all notices served on LCYJC by e-mail shall be sent with proof of delivery to: (1) [notices@londoncityairport.com](mailto:notices@londoncityairport.com); and (2) [JetCentre@lcy.com](mailto:JetCentre@lcy.com). Any notice delivered by hand or sent by facsimile or e-mail shall be deemed to be served on the day so delivered or sent if done so before 5pm and the next working day if after 5pm. If sent by recorded delivery post, a notice shall be deemed to be served 48 hours after the date on which the notice is placed in the mail, postage prepaid.

## **19. Corporate social responsibility**

- 19.1 LCYJC expects all of its client partners to conduct their operations in an environmentally and socially responsible manner.
- 19.2 Without limiting any other provision of this Agreement, the Operator must:
- 19.2.1 comply with all applicable Laws, environmental, laws, directives and regulations;
  - 19.2.2 promptly notify LCYJC of any breach of or other failure to comply with any Laws, applicable environmental laws, directives or regulation and indicate the action proposed to be taken; and

19.2.3 consider ways of minimising the impact of its operations on the environment, including by identifying environmental impacts and risks and implementing appropriate controls to manage those impacts/risks.

## **20. General**

### **20.1 Alienation.**

The benefit of this Agreement is personal to the Operator and the Operator shall not assign, transfer or part with the whole or any part or parts of its rights, obligations or interest herein without the prior written approval of LCYJC in writing. The Parties agree that LCYJC may assign, novate or transfer this Agreement or any parts thereof to LCY in its sole discretion without the consent of the Operator.

### **20.2 Change of control.**

The Operator shall notify LCYJC forthwith, immediately and in writing of any changes in control (as defined by Section 840 Income and Corporation Taxes Act 1988) of the Operator and/or any major change in its constitution and LCYJC may summarily and unilaterally terminate this Agreement) in the event that any such changes take place, with or without notice having been given by the Operator.

### **20.3 No reliance on representations.**

Each Party acknowledges that no reliance is place by it in entering into this Agreement or otherwise on any representation or warranty express or implied and whether statutory or otherwise relating to the subject-matter of this Agreement.

### **20.4 Announcements.**

Each Party acknowledges and agrees that it will not publish or permit to be published, either alone or in conjunction with any other person who is not a Party to this Agreement, any information, article, photograph, illustration or any other material of whatever kind relating to this Agreement or to the business of the other Party without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Such consent shall apply to

each specific application and relate only to that application, except to the extent expressly stated to be of more general application. Each Party recognises that the other Party has a legitimate business need to publicise the nature of this Agreement as part of the continuation of that Party's the Operator's business and however it shall not make any announcement relating to this Agreement nor its subject matter without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed) except as required by law or by any legal or regulatory authority.

**20.5 Rights of third parties.**

Unless expressly stated in this Agreement to the contrary nothing in this Agreement confers on anyone other than the Parties to it any right pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that the Parties agree that LCY will be entitled to enforce any term, clause and/or condition of this Agreement or any parts thereof against the Operator instead of and/or jointly in conjunction with the LCYJC without the consent or approval of the Operator.

**20.6 Severance.**

Each Clause of this Agreement is severable and distinct from the others, and should one of the Clauses be rendered or determined to be invalid the remainder of the Agreement shall remain valid.

**20.7 Entire agreement.**

This Agreement contains the entire agreement between the Parties relating to the subject-matter hereof and supersedes all previous agreements understandings or arrangements, verbal or written. This Agreement may only be amended by an agreement in writing signed by the Parties hereto, provided that LCYJC may unilaterally amend the Published Private Flight Fees & Charges, Schedule 3, Schedule 4, Local Procedures and the documents mentioned in Clause 4.2 from time to time by giving written notice to the Operator; and

20.7.1 the Operator acknowledges and agrees that in entering into this Agreement and the documents referred to in it and/or attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or

innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party in respect of any such statements, representation, warranty, or understanding shall be for breach of contract under the terms of this Agreement. Nothing in this Clause 20.7 shall operate to exclude either Party's liability for fraud or fraudulent misrepresentation in this Agreement.

## **20.8 Counterparts and Costs.**

20.8.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument; and

20.8.1.1 the Parties shall each pay their own costs, charges, and expenses in relation to the negotiation, preparation, execution, and implementation of this Agreement and all other documents in the agreed form referred to in this Agreement.

## **21. Governing law and jurisdiction.**

21.1 This Agreement shall exclusively be governed and construed according to the laws of England and the Parties hereto submit to the exclusive jurisdiction of the English courts for any matters of interpretation of this Agreement, any claims and/or disputes arising under or in connection with this Agreement or any parts thereof.

## **Schedule 1 - standard ground handling agreement**

### **Iata standard ground handling agreement**

### **Standard ground handling agreement—simplified procedure**

### **Annex B — location(s), Agreed Services and Charges**

to the Standard Ground Handling Agreement (SGHA) of January 2013

between: **the Operator**

and hereinafter referred to as 'the Carrier'

and: **London City Airport Limited**

having its principal office at: City Aviation House, Royal Docks,  
London E162PB

and hereinafter referred to as 'the Handling Company'

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

This Annex B for SGHA 2013 IATA Standard Ground Handling Agreement the

location(s): London City Airport.

## **Preamble:**

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013 as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

## **Paragraph 1. Handling services and charges**

For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same Aircraft, the Handling Company shall provide the following services of Annex A at the rates in this Schedule 1:

## **Section 3. Ramp services**

### **Section 1**

1.2.4; 1.3.4; 1.3.9

### **Section 3**

3.1.1; 3.1.2(a); 3.1.3(a); 3.1.4 (a); 3.1.6; 3.1.8

3.2.1(a)

3.3.1; 3.3.2(b)6; 3.4.1(a)1.2.5

3.5.1; 3.5.2

3.6.1(a)(c); 3.6.2(a) 3.6.3(a); 3.6.4(a); 3.6.5(a) 3.6.6(a)(b)(c); 3.6.7; 3.6.8;

3.7.2; 3.7.3

3.8.1(a)1.2.4; 3.8.2(b);

3.16.1; 3.16.2; 3.16.4(a)2 (De-icing only); 3.16.5; 3.16.7 (De-icing only); 3.16.8

(De-icing only)



## **Paragraph 2. Additional services and charges**

NOT USED.

## **Paragraph 3. Disbursements**

NOT USED.

## **Paragraph 4. Limit of liability**

4.1 The limit of liability referred to in Sub-Article 8.5(a) of the Main Agreement shall be as follows:

Aircraft Type	Limit (per incident)
All types	\$1,500,000

## **Paragraph 5. Area of responsibility**

5.1 The area of responsibility as mentioned in Sub-Sections 4.3 and 4.6 of Annex A is the Ramp.

## **Paragraph 6. Transfer of services**

NOT USED.

## **Paragraph 7. Payment**

7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, payment of account shall be effected in accordance with Clause 10 and Clause 11 of the Agreement.

## **Paragraph 8. Supervision and administration**

NOT USED.

## **Paragraph 9. Duration, modification and termination**

Shall be effected in accordance with Clause 2.1, Clause 16 and Clause 20.7 of the Agreement.

## **Paragraph 10. Notification**

10.1 In accordance Sub-article 11.3 of the 2013 IATA Standard Ground Handling Agreement, any notice or communication to be given hereunder shall be addressed to the respective Parties as follows:

To Carrier: to the contact details provided by the Carrier to the Handling Agent.

**To Handling Company:**

London City Airport Limited

City Aviation House, Royal Docks London, E16 2PB

(+44) (0)20 7646 0400

## **Paragraph 11. Governing law**

11.1 In accordance with Article 9 of the Main Agreement, this Annex B shall be governed by and interpreted in accordance with the laws of England.

11.2 In accordance with Article 9 of the Main Agreement, courts for the resolution of disputes shall be the Courts of England.

## Schedule 2

# Private Jet Centre fees & charges

(Effective from June 2024)

### Tariff Band B

Landing/Handling Charge - £2,244

#### Textron Cessna

Citation CJ2/CJ3/CJ4/CII/500/550/

560X/Bravo/Mustang/Sovereign/Latitude/V/  
XLS)

#### Piaggio

P180 Avanti 1,11

#### Hawker Beechcraft

Super King Air 200/300/350

400A/400XP/750/800A/800B  
/800XP/850XP/900XP

#### Dassault

Falcon 10

#### Bombardier

Learjet 40XR/45/45XR

#### Embraer

Phenom 300

#### Pilatus

PC24

#### Gulfstream

G150

### Tariff Band C

Landing/Handling Charge - £2,786

#### Dassault

Falcon 50/B/EX

Falcon 900/B/DX/EX/E/Easy/LX

Falcon 2000/EX/

Falcon 7X/8X

#### Bombardier

Challenger 350/600/604/605/650/3500

#### Embraer

Legacy 450/500/600/650

Praetor 500/600

#### Gulfstream

280/500

### Tariff Band D

Landing/Handling Charge - £3,343

#### Bombardier

BD700 Global 5000/5500/6000/6500/7500

#### Gulfstream

600/650/650ER

#### Embraer

Lineage 100BJ

### All-inclusive tariff

All our inclusive tariff includes landing fees, handling fees, passenger load supplement, security levy, apron charges and 40 minutes parking. A UKBF charge of £360 per arrival will be added for all aircraft arriving outside of the UK.

### FBO Services

A wide range of services can also be provided such as crew & passenger transport, catering, hotel accommodation and many more.

### Additional parking (after the first 40 complimentary)

**Band B:** £122 per hour or part thereof

**Band C:** £181 per hour or part thereof

**Band D:** £250 per hour or part thereof

Overnight parking: from 22:00 to 06:30 is only charged as one hour.

Weekend/Public holidays: 50% surcharge on landing/handling.

### Contact us

Tel: +44 (0) 207 646 0400

Email: [Jetcentre@londoncityairport.com](mailto:Jetcentre@londoncityairport.com)

### Airfield operating times

Monday - Friday 06:30 - 22:00

Saturday\* 06:30 - 12:30

Sunday\* 12:30 - 22:00

## **Schedule 3 – byelaws**

### **The London City Airport byelaws 1988**

London City Airport Limited, in exercise of the powers conferred on it by Section 63 of the Airports Act, 1986 and Section 37 of the Criminal Justice Act, 1982 and of all other powers enabling it in that behalf, hereby makes the following byelaws which shall apply within London City Airport:-

#### **1. Interpretation**

(1) In these byelaws:-

“the airport” means the aerodrome known as London City Airport;

“authorised standing” means that part of the airport indicated by the sign “authorised standing for taxis”;

“LCY” means London City Airport Limited and where the context so requires references in these byelaws to LCY shall include a reference to any person engaged (whether by employment or otherwise) by LCY;

“notice” means any notice erected by or on behalf of LCY;

“road traffic enactments” has the same meaning as in Section 63(3) of the Airports Act 1986;

“taxi” means a hackney carriage licensed under Section 6 of the Metropolitan Public Carriage Act, 1969;

“taxi feeder park” means that part of the airport indicated by the sign “taxi feeder park”;

“vehicle” does not include an Aircraft.

- (2) These byelaws may be cited as the London City Airport Byelaws 1988.

## **2. Penalties**

Any person contravening any of the following byelaws shall be liable on summary conviction to a fine which, in respect of a contravention of byelaws 3(4) to 3(7) inclusive, 4(1), 4(6), 4(8), 5(2), 5(15) and 7(1), shall not in each case exceed £1,000 and which, in respect of a contravention of any other byelaw, shall not exceed £400.

## **3. Prohibited acts**

- (1) No person shall without reasonable excuse place an Aircraft other than in the place and position designated by LCY.
- (2) No person shall without reasonable excuse fail to moor properly or otherwise secure any stationary Aircraft which is not in a hangar.
- (3) No person shall, except in the case of any emergency, intentionally operate any switch or lever of any escalator, travolator, lift or any other automatic conveyance for passengers upon or near which is displayed a notice stating that it is intended only to be operated in case of emergency.
- (4) No person shall tamper or interfere with or misuse any apparatus provided for transmitting and receiving messages or other telecommunications apparatus provided for the use of the airport.
- (5) No person shall smoke or bring a naked light into or light any naked light in:
- (a) any place where any such act is prohibited by notice; or
  - (b) any place within fifty feet of any Aircraft or a store of liquid fuel or explosives.
- (6) No person shall operate or use any radio transmitter or other thing capable of radiating electrical interference, in such a way as to prejudice, or be likely to prejudice, the operation of any communications or navigation systems at the

airport.

- (7) No person shall knowingly give a false fire, ambulance, bomb or other emergency alarm by any means.
- (8) No person shall allow any vehicle, animal or thing to be on the airport or any part thereof after its presence on the airport has been forbidden by a constable or LCY or after having been required by a constable or LCY to remove it.
- (9) No person shall affix bills, posters or stickers upon any wall, structure, floor or pavement or any surface forming part of, or used in relation to, the airport.
- (10)
  - (a) No person shall, without reasonable excuse, permit a dog to enter or remain on any part of the airport unless the dog is held on a lead and is restrained from behaviour giving reasonable grounds for annoyance.
  - (b) Notice of the effect of this byelaw shall be given by signs placed in conspicuous positions on the approaches to the airport.
- (11) No person shall remain on the airport, or any part thereof, after having been requested by LCY or a constable to leave.
- (12) No person shall enter the airport except as a bona fide airline passenger, whilst having been prohibited from entering by LCY or a constable.
- (13) No person shall in the airport:
  - (a) intentionally obstruct any officer of LCY in the proper execution of his duties;
  - (b) intentionally obstruct any person carrying out an act which is necessary to the proper execution of any contract with LCY; or
  - (c) intentionally obstruct any other person in the proper use of the airport, or behave so as to give reasonable grounds for annoyance to other persons in the airport.

#### **4. Prohibited acts on parts of the airport to which the road traffic enactments do not apply**

The following prohibitions apply on any part of the airport to which the road traffic enactments do not apply:-

- (1) No person shall:
  - a. drive a vehicle recklessly; or
  - b. drive a vehicle without due care and attention, or without reasonable consideration for other persons using that part of the airport.
- (2) No person shall use, cause or permit to be used, any vehicle or trailer for any purpose for which it is so unsuitable as to cause, or be likely to cause, danger to any person.
- (3) No person on foot, or whilst driving or propelling a vehicle, shall, except in the case of any emergency, neglect, fail or refuse to comply with an indication or direction given by a constable or LCY or by a notice or sign exhibited by order of LCY.
- (4) No person shall, except in the case of any emergency, leave or park a vehicle or cause it to wait for a period in excess of the permitted time in any area where the period of waiting is restricted by notice.
- (5) No person in charge of a vehicle or trailer shall, except in the case of any emergency, cause or permit the vehicle or trailer to stand so as to cause any unnecessary obstruction, or so as to be likely to cause danger to person or property.
- (6) No person shall use, cause or permit to be used any vehicles failing to comply in any way with the braking, steering, and electrical requirements which apply to that type of vehicle when on a road to which the road traffic enactments do apply, including the maintenance and adjustment of the brakes and steering gear.
- (7) No person shall use, cause or permit to be used any vehicle unless the fuel and exhaust systems are at all times such that no danger is caused or is likely to be caused to persons or property.
- (8) No person shall use, cause or permit to be used:

(a) any vehicle unless such vehicle, every trailer drawn thereby and all parts and accessories of such vehicle and trailer are at all times in such condition, and the number of passengers carried by such vehicle or trailer, the manner in which any passengers are carried in or on such vehicle or trailer, and the weight, distribution, packing and adjustment of the load of such vehicle or trailer are at all times such that no danger is caused or is likely to be caused to any person in or on such vehicle or trailer or on the airport;

or

(b) any vehicle unless the load carried by such vehicle or trailer drawn thereby is at all times so secure, if necessary by physical restraint other than its own weight, and is in such a position, that neither danger nor nuisance is likely to be caused to any person or property by reason of the load or any part thereof falling or being blown from such vehicle or trailer, or by reason of any other movement of the load or any part thereof in relation to such vehicle or trailer.

(9) No person shall, except in the case of an emergency, cause or permit any vehicle, trailer, Aircraft servicing equipment or persons to enter that part of the airport licensed for the surface movement of Aircraft including the Manoeuvring Area, Aprons and any part of the airport provided for the maintenance of Aircraft except those parts specifically designated by LCY for use by such vehicle, trailer or Aircraft servicing equipment or persons.

## **5. Acts for which permission is required**

The following prohibitions apply unless the permission of LCY has first been obtained or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting:-

- (1) No person shall take a vehicle into a hangar used for the maintenance or storage of Aircraft.
- (2) No person shall run an Aircraft engine in a hangar or in an area other than that designated by LCY.



- (3) No person shall clean, service or maintain Aircraft, vehicles or equipment in areas other than those designated by LCY.
- (4) No person shall light a fire on the airport, or place or throw or let fall a lighted match or any other thing so as to be likely to cause a fire.
- (5) No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by LCY.
- (6) No person shall fail to comply with any notice prohibiting or restricting access to any building, road or any part of the airport.
- (7) No person shall climb any wall, fence, barrier, railing or post.
- (8) No person shall be operating or causing or suffering to be operated any wireless set, gramophone, amplifier, tape recorder or similar instrument or any musical instrument make, cause or suffer to be made any noise which is so loud or so continuous or repeated as to give reasonable cause for annoyance to other persons on the airport.
- (9) No person shall erect or use any apparatus for transmission, receipt, recording, reproduction or amplification of sound, speech or images.
- (10) No person shall graze animals.
- (11) No person shall remove, displace or alter any structure or other property (including any notice) forming part of or provided for or in connection with the airport or erect or place on any part of the airport any such structure or property.
- (12) No person shall enter or leave the airport otherwise than through a gate or entrance for the time being provided by LCY for that purpose.
- (13) No person shall enter any part of the airport to which the members of the public are not for the time being admitted.
- (14) No person shall carry on a business, sell or distribute anything, offer anything for sale or hire or make any offer of services for reward.

(15) No person shall post, distribute or display signs, advertisements, circulars or other printed or written matter.

(16) No person shall beg or solicit funds or contributions of any kind.

## **6. Acts for which permission is required on parts of the airport to which the road traffic enactments do not apply**

The following prohibitions apply on any part of the airport to which the road traffic enactments do not apply unless the permission of LCY has first been obtained or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting:-

(1) No person shall drive or place a vehicle elsewhere than in a place provided for the passage or accommodation of such vehicle.

(2) No person shall drive or leave any vehicle failing to comply in any way with the lighting requirements which apply to those parts of the airport to which the road traffic enactments do apply.

## **7. Other acts requiring lawful authority or reasonable cause or excuse**

(1) No person shall tamper with any Aircraft or anything used in connection with any Aircraft without lawful authority or reasonable cause or excuse.

(2) No person shall tamper with or misuse, or attempt to tamper with or misuse, any lift, escalator, travelator, conveyor belt, power-operated gangway, or any mechanical, electrical or electronic apparatus without lawful authority or reasonable cause or excuse.

(3) No person shall enter or climb upon, or attempt to enter or climb upon, any part of any Aircraft without the authority of the person in charge of it or otherwise without lawful authority or reasonable cause or excuse.

(4) No person shall enter or get on or attempt to enter or get on any vehicle, truck, trolley or Aircraft steps or tamper with the brake or other part of its mechanism without lawful authority or reasonable cause or excuse.

## **8. Taxis**

- (1) No person shall cause or permit a taxi to ply for hire or load passengers other than at an authorised standing provided that it shall not be an offence to load passengers, with the consent of a constable or LCY, at any distance from such authorised standings.
- (2) No person shall without reasonable excuse cause or permit any vehicle other than a taxi to stand on an authorised standing.
- (3) No person shall drive a taxi on to an authorised standing without having first driven through a taxi feeder park.
- (4) No person shall without reasonable excuse cause or permit a taxi to stand on an authorised standing in excess of the maximum permitted number as indicated by a notice at the head of the authorised standing.
- (5) No taxi driver on an authorised standing or any portion thereof shall without reasonable excuse not be with his taxi and available and willing to be hired immediately.
- (6) No person shall without reasonable excuse or without the permission of LCY leave his taxi on a taxi feeder park or portion thereof unless willing to be dispatched immediately to an authorised standing.
- (7) No driver shall without reasonable excuse fail to move up his taxi on an authorised standing or taxi feeder park by filling vacancies as they occur.
- (8) Disabled taxis shall not be left by their drivers on an authorised standing or taxi feeder park longer than is reasonably necessary to effect removal unless such disablement is temporary and is remedied without delay.
- (9) Taxi drivers shall ensure that their taxis do not obstruct the carriageway, footpath or buildings or give reasonable grounds for annoyance to persons in the vicinity.
- (10) No person shall wash down or clean out a taxi on an authorised standing.
- (11) No taxi driver who is for the time being in a taxi feeder park shall without reasonable excuse fail to comply with such directions for ensuring good order

and an orderly movement of traffic within that taxi feeder park as may be given by a constable, a traffic warden in uniform or LCY.

- (12) No taxi driver who is for the time being in a taxi feeder park shall without reasonable excuse fail to:
- (a) leave the taxi feeder park by an exit for the time being designated for that purpose and in the order in which he entered immediately he is required to do so by a constable, traffic warden in uniform or LCY in order to fill vacancies as soon as they occur on an authorised standing; and
  - (b) accept such ticket or other token specifying the authorised standing to which he shall proceed as may be given to him by a constable, traffic warden in uniform or LCY;

provided that nothing in this byelaw shall apply to anything done at the direction of, or with the consent of a constable, traffic warden in uniform or LCY.

- (13) Taxi drivers, who having left a taxi feeder park and accepted a ticket or other token specifying the authorised standing to which they shall proceed, shall, without delay, drive their taxis on to that authorised standing and shall surrender such ticket or other token to a constable, traffic warden in uniform or LCY when requested to do so and shall not subsequently transfer their taxis to any other authorised standing unless the consent of a constable, traffic warden in uniform or LCY has first been obtained.
- (14) No person shall drive or cause or permit to be driven into the taxi feeder park more than one taxi and no person who has driven a taxi onto the airport shall while that taxi remains on the airport, drive or cause or permit to be driven another taxi onto the airport.

## **9. General**

- (1) A person shall, if so requested by a constable, state his correct name and address and the purpose of his being on the airport.
- (2) In any case where, on a part of the airport to which the road traffic enactments do not apply, an accident occurs which results in personal injury to another person and following which the driver does not produce a

Certificate of Insurance or security, or such other evidence as is mentioned in paragraph (i) of Section 162(1) of the Road Traffic Act 1972, the driver of any vehicle involved shall stop, give his name and address, those of the owner and the identification marks of the vehicle and details of the accident to a constable as soon as reasonably practicable and in any event before leaving the airport.

- (3) In any case where, on a part of the airport to which the road traffic enactments do not apply, an accident occurs which does not result in personal injury to another person or which does result in personal injury to another person but following which the driver produces a Certificate of Insurance or security, or such other evidence as is mentioned in paragraph (i) or Section 162(1) of the Road Traffic Act 1972, the driver of any vehicle involved shall stop, give his name and address, those of the owner and the identification marks of the vehicle and details of the accident to LCY as soon as reasonably practicable and in any event before leaving the airport.

**The common seal of London City Airport Limited**

Was hereunto affixed in the presence of:-

W. M. Lindsell	Director
T. D. Kenny	Secretary

20 June 1988

The foregoing byelaws are hereby confirmed by the Secretary of State for Transport and shall come into operation on 1<sup>st</sup> September 1988.

Signed by authority of D. S. Evans

An Assistant Secretary in  
The Secretary of State the Department of Transport

4 August 1988

publish on the Airport Website the availability of the First Tier Works the Public Buildings First Tier Works the Second Tier Works and the Public Buildings Second Tier Works.

**Part 5 - Neighbouring Authority Agreements**

- 1 The Airport Companies shall use reasonable endeavours to enter into the Neighbouring Authority Agreements within six months of the date of this Deed or such other longer timescale as agreed with the Council and for the avoidance of doubt upon completion of a Neighbouring Authority Agreement the Council shall cease to have any responsibility for the matters contained in that Neighbouring Authority Agreement so far as they relate to properties within the London Borough of Greenwich or the London Borough of Tower Hamlets (as the case may be).
- 2 The Airport Companies shall not complete any Neighbouring Authority Agreement without having obtained the prior written approval of the Council to the form of that Agreement.

**Part 6 - Noise Insulation Payments Scheme**

The Airport Companies covenant with the Council as follows:

- 1 To submit not less than 12 months from the date of this Deed to the Council for its written approval the draft Noise Insulation Payments Scheme which will comply with the terms set out in Part 7 of the Ninth Schedule and be prepared in consultation with persons interested in developments that in the Airport Companies' reasonable opinion are likely to benefit significantly from the Noise Insulation Payments Scheme.
- 2 When submitting the draft Noise Insulation Payment Scheme pursuant to paragraph 1 of this Part the Airport Companies shall also submit to the Council written evidence of the consultation undertaken with persons likely to benefit significantly from the Noise Insulation Payments Scheme.
- 3 The Airport Companies shall use reasonable endeavours to obtain from the Council written approval of the Noise Insulation Payments Scheme including resubmitting a further draft of the Noise Insulation Payments Scheme if the Council requires modification of the previous draft within 30 days of receiving written notice of such requirement.
- 4 Subject to obtaining the Council's approval of the same the Airport Companies shall implement the approved Noise Insulation Payments Scheme within 12 months of the date of this Deed or (if later) within three months of the date of receipt of the Council's written approval under paragraph 1 of this Part and within 30 days of the same occurring the Airport Companies shall notify the Council in writing of the date of implementation of the approved Noise Insulation Payments Scheme.
- 5 Following its implementation not to operate the Noise Insulation Payments Scheme other than in the form approved by the Council pursuant to paragraph 1 of this Part or as subsequently modified with the approval of the Council.
- 6 To report to the Council annually on 1 July as part of the Annual Performance Report on the developments in respect of which payments have been made under the Noise Insulation Payments Scheme.

**Part 7 - Noise Management Scheme**

Subject to Part 10 of this Schedule the Airport Companies covenant jointly and severally with the Council as follows:

- 1 to continue to operate the Noise Management Scheme until the NOMMS has been fully implemented and ensure that the equipment for the combined noise monitoring and track keeping system is properly maintained at all times;

- 2 to ensure that fixed electrical ground power supplies are used at the Airport for conditioning the aircraft prior to engine start-up and for the starting of aircraft engines and that auxiliary power units are not used at the Airport unless their use is demonstrated to the Council to be operationally necessary and unless the Council have given their prior approval in writing to such use;
- 3 to continue to operate a ground engine running scheme in respect of routine daily aircraft operations (separate from Ground Running) as part of the Noise Management including the measures to be taken to persuade the operators of aircraft at the Airport to comply with such ground engine running scheme in order to mitigate as far as practicable the emissions from aircraft engines;
- 4 to operate a system of incentives and/or penalties for airlines as part of the Noise Management Scheme at their own expense;
- 5 to hold regular meetings and/or discussions with the Council the Airport Consultative Committee and such other statutory bodies as may be reasonably nominated by the Council in order to review the operation of the Noise Management Scheme and submit reports of the operation of the Noise Management Scheme to not fewer than two meetings per year of the Airport Consultative Committee;
- 6 to maintain good and sufficient records at all times of the numbers and types of aircraft that in any one day either take off or land at the Airport and the following shall apply:
  - (a) the aggregate figures from such records relating to the immediately preceding quarter year shall be submitted to the Council within 30 days of the following dates: 1 January, 1 April, 1 July and 1 October;
  - (b) a summary of the aggregate figures for the immediately preceding quarter year shall be published on the Airport Website or the website of the Airport Consultative Committee within 30 days of the following dates: 1 January, 1 April, 1 July and 1 October; and
  - (c) all such records shall be available for inspection at all reasonable hours by persons authorised by the Council who have been notified to and approved by LCA in writing.

#### **Part 8 - Noise Monitoring System**

Subject to Part 10 of this Schedule the Airport Companies covenant jointly and severally with the Council as follows:

- 1 to continue to operate the Noise Monitoring System as part of the Noise Management Scheme;
- 2 to continue to use the Noise Monitoring System for the purpose of:
  - (a) Aircraft Categorisation;
  - (b) producing the noise contours required under this Deed or the Planning Permission in accordance with the INM as part of the Annual Performance Report;
- 3 to be responsible at their own expense for the maintenance and general day-to-day management of the Noise Monitoring System and continue to operate the Noise Monitoring System to the satisfaction of the Council;
- 4 to continue to provide the noise monitors referred to in the Noise Monitoring System in the four locations shown on the plan attached to this Deed marked "Plan 11" provided that it is hereby agreed that if for any reason it becomes necessary to relocate one or more of the noise monitors then the Aircraft Companies shall obtain in advance written approval from the Council of the siting of any relocated monitor(s) in suitable alternative location(s) which shall be as close as practicable to the noise categorisation locations shown on the plan attached to this Deed marked "Plan 11";

- 5 within 30 days of receipt of written request from the Council or within such longer time as may be agreed by the parties, provide at least one training session each year at no cost to the Council for up to five officers of the Council (including the Airport Monitoring Officer) in the use of the Council's Terminal and interpretation of data provided thereby;
- 6 to provide further assistance to the Council in respect of staff training, relocation of the Council's Terminal or associated equipment, or the provision of equipment supplementing the Council's Terminal as necessary, such assistance to be charged to the Council by the Airport at the level of cost to the Airport for its provision.

**Part 9 - Cost of Noise Management Scheme/Noise Monitoring System**

The Airport Companies covenant with the Council that they shall bear the full cost of the design execution installation and maintenance of all noise protection measures and of formulating and maintaining the Noise Management Scheme and the Noise Monitoring System.

**Part 10 - NOMMS**

- 1 The Airport Companies shall submit the draft NOMMS for the written approval of the Council within three months of the date of this Deed.
- 2 The Airport Companies shall use reasonable endeavours to obtain the written approval of the NOMMS from the Council (including resubmitting a further draft NOMMS within 30 days of notification to do so if the Council requires modification of the previous draft) and shall implement the approved NOMMS within 12 months of the date of this Deed subject to the written approval of the NOMMS being obtained from the Council.
- 3 If the Council refuses to approve the draft NOMMS or the revised draft of the NOMMS within 12 months of the date of this Deed the Airport Companies shall resubmit the draft NOMMS as modified and thereafter use reasonable endeavours to obtain the written approval of the Council of the NOMMS (including the subsequent submission of one or more of the modified drafts of the same) as soon as reasonably practicable.
- 4 The Airport Companies shall implement the NOMMS within three months of the date of receipt of written approval of the draft NOMMS from the Council or (if later) within 12 months of the date of this Deed.
- 5 Within 30 days of the same occurring the Airport Companies shall notify the Council in writing of the date of implementation of the approved NOMMS.
- 6 Unless otherwise agreed between the Airport Companies and the Council for a period of 12 months following the date of implementation of the NOMMS allowance shall be made for correlation of results and procedures with the Noise Monitoring System and the Noise Management Scheme and the NOMMS will be fully operational after such 12 month period has expired PROVIDED THAT on the expiry of such 12 month period the obligations of the Airport Companies under Parts 7, 8 and 9 of this Schedule shall apply to the NOMMS mutatis mutandis.
- 7 In the event that as part of the NOMMS or otherwise a noise monitor is required to be relocated the Airport Companies shall prior to such relocation seek the approval of the Council of such relocation and following such approval and relocation commission a study to determine the appropriate correction factor(s) required to maintain noise categorisation and management functions and during the period of six months following the final commissioning of the relocated noise monitor the parties to this Deed agree that no reliance shall be placed on the data recorded by the relocated noise monitor.