

# Heathrow Airport Limited

## Conditions of Use including

### Airport Charges from 1 January

# ~~2022~~2023

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**HEATHROW AIRPORT CONDITIONS OF USE**

This edition replaces the 1 January ~~2021~~2022 edition and is effective from 1 January ~~2022~~2023.

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## **1 These Conditions**

- 1.1 These are the terms and conditions under which you use our Facilities and Services at the Airport (the "Conditions"). If you use our Facilities and Services in any way (including taking off and landing) you agree to be bound by these Conditions. A copy of these Conditions was provided to you following consultation and/or is made available on our website.
- 1.2 These Conditions do not apply to Passengers.
- 1.3 These Conditions take effect from the date of these Conditions and supersede all previous terms and conditions relating to use of the Facilities and Services.
- 1.4 Subject to any contrary requirement under Legislation, we may change, replace or waive any of these Conditions provided that we have consulted with you before we change or replace any conditions.

## **2 Information we require before you use our Facilities and Services**

- 2.1 Before using our Facilities and Services at the Airport for the first time or if you have not used the Airport in the previous 12 months you must give us:
  - a) your name, address and contact details;
  - b) evidence that you have obtained an arrival or departure slot or slots from ACL;
  - c) evidence that you have a security programme that meets the requirements of our security arrangements and any relevant requirements of the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009);
  - d) evidence that you have in place adequate (in our reasonable opinion) emergency procedures in connection with all potential threats to passengers, cargo and our Facilities and Services at the Airport at least to the standard required to comply with our Airport emergency procedures;
  - e) the names, addresses, telephone numbers, facsimile numbers, email addresses and all other contact details of your key personnel (including the name of your nominated manager) that we can contact at any time about emergencies, security, operational or financial matters in connection with your use of our Facilities and Services at the Airport;
  - f) a sample copy of your crew ID;
  - g) evidence that you have in place adequate (in our reasonable opinion) arrangements to (i) facilitate passengers to contact you on a 24/7 basis; and (ii) provide up-to-date information on your website;
  - h) summary details of your groundhandling arrangements for passengers and cargo;
  - i) confirmation that you have a contingency plan in respect of the loss of your primary nominated groundhandler;
  - j) summary details of your arrangements for refuelling;
  - k) confirmation that you have a contingency plan in respect of the loss of your nominated refuelling company;
  - l) summary details of the contractual arrangements for the de-icing of your aircraft with an approved supplier;
  - m) summary details of arrangements for the removal and/or recovery of stationary and/or disabled aircraft and any other vehicles;

- n) confirmation that you have a Safety Management System in place;
  - o) a copy of the noise certificate (or equivalent documentation) which includes details of the type, registration and MTOW of each aircraft which you intend to use at the Airport (see Schedule ~~3~~2);
  - p) any information requested by us in order to complete the Credit Application form;
  - q) details of the aircraft intended to be used at the Airport, as set out in Schedule ~~3~~2 for all your General or Business Aviation and other non-Regular Public Transport operations aircraft which are likely to be using our Facilities and Services at the Airport;
  - r) summary details of the insurances you have in place in relation to aircraft operated by you; and
  - s) a completed application to be verified for the purposes of Heathrow Digital Identity (so as to enable you to receive certain emails from us or information communicated via our SharePoint).
- 2.2 Any airlines who are not based and/or who do not operate regular scheduled movements at the Airport and are operating ad-hoc or charter flights to/from the Airport must comply with Operational Advice Notice ASGrOps\_OAN\_046 'Handling of Ad-hoc/Charter flights' and provide Heathrow with a completed form ASGrOps\_OAN\_046 – Appendix A 'Application for Aircraft Ad-hoc or Charter flights' available here: <https://www.heathrow.com/company/team-heathrow/airside/useful-publications/operational-advice-notices>.
- 2.3 You must provide us with the details of any changes to the information described in condition 2.1 within 30 days of such change and if requested by us provide us with an up-date of any information described in condition 2.1. For the avoidance of doubt, information you provide under this condition 2 must be received in full and may be verified by us before any adjustments are applied to your account details. Payments due under these Conditions will be calculated based on your account information as at the date the relevant charge is incurred. No refunds, credits or equivalents will be given where information has not been kept up to date by you.

### **3 Provision of information in relation to charges**

- 3.1 This condition 3 applies where we require information from you for the purpose of calculating charges payable by you for your use of our Facilities and Services at the Airport.
- 3.2 If you use Facilities and Services that are subject to charges based on passenger numbers, ~~and~~ aircraft movement and cargo loads under Schedule 4 of these Conditions, you must use your best endeavours to provide or make available to us at the end of each day on which you use those Facilities and Services the following:
- a) the number of Embarking Passengers on your aircraft operating at the Airport on that day;
  - b) the number of Disembarking Passengers who are Transfer Passengers or Transit Passengers from your aircraft operating at the Airport on that day; ~~and~~
  - c) details of cargo loads; and
  - d) any further information and/or disaggregation of passenger numbers and cargo loads we reasonably require to determine charges payable by you under Schedule 4, including but not limited to, the information listed in Schedule 1.

The numbers required under conditions 3.2.(a), ~~and 3.2.(b) and 3.2.c~~ should be submitted to us electronically using the standard IATA messages as set out in Schedule 1: ~~(i) for arriving and departing Passengers LDM/SLS messages should be provided; and (ii) for transfer/transit Passengers PTM messages should be provided.~~

- 3.3 Within 24 hours of each use of our Facilities and Services you must provide the information required under condition 3.2 if you have not already done so unless there is a reasonable and unforeseeable reason for not providing the information in which case you must provide such information as soon as it becomes available.
- 3.4 If you have provided to us information under condition 3.2 and you detect an error in that information, then you must promptly provide us with the correct information. You must, at the same time, provide to us an explanation of why the original information was incorrect. We will accept the later information as being correct unless we are not satisfied with the explanation provided to support the change.
- 3.5 It is your responsibility to notify us of any changes to the configuration of any aircraft that you operate at the Airport when they occur for the purposes of determining the charges to be paid according to Schedule 4.
- a) If we have not been previously provided the configuration details in respect of an aircraft you operate at the Airport (without prejudice to our other rights) we reserve the right to calculate, and require payment of, charges on the basis that the aircraft was classified in the Chapter 3 Noise Category.
- b) If we have not been provided with details of a change of configuration in respect of an aircraft you operate at the Airport (without prejudice to our other rights), we reserve the right to calculate, and require payment of, charges on the basis of any previously notified configuration, and will not provide any refund of charges for the period before notification is received and actioned by us, irrespective of when the change in configuration occurred.
- 3.6 For the purposes of condition 3.5, “change of configuration” means a change in any or all of the following: (i) number of seats; (ii) engine type; (iii) Certification Noise Levels; and (iv) Engine NOx Emission.
- 3.7 You acknowledge that we will use the information you provide to us under conditions 3.2, 3.3 and 3.4 for the purpose of calculating the charges payable by you for using our Facilities and Services at the Airport and that we may also use this information for the reasons set out in condition 4.
- 3.8 If you do not comply with conditions 3.2 and 3.3 in relation to the use of our Facilities and Services on a particular day, then you agree that we may charge you for use of our Facilities and Services on that day on the basis that (i) each seat on the aircraft operated by you on that day was in fact occupied by a Passenger (other than a Transit Passenger or Transfer Passenger) and (ii) that your cargo load was as follows:

	<u>Passenger ATM</u>				<u>Cargo ATM</u>			
	<u>Domestic Destination</u>		<u>European Destination</u>		<u>Domestic Destination</u>		<u>European Destination</u>	
	<u>CTA Destination</u>		<u>Other Destination</u>		<u>CTA Destination</u>		<u>Other Destination</u>	
	<u>Arriving</u>	<u>Departing</u>	<u>Arriving</u>	<u>Departing</u>	<u>Arriving</u>	<u>Departing</u>	<u>Arriving</u>	<u>Departing</u>
<u>Narrow</u>	5 tonnes	5 tonnes	25 tonnes	25 tonnes	25 tonnes	25 tonnes	40 tonnes	40 tonnes
<u>Wide</u>	5 tonnes	5 tonnes	25 tonnes	25 tonnes	25 tonnes	25 tonnes	40 tonnes	40 tonnes

~~3.8~~3.9 You acknowledge that we may verify from time to time information you have provided to us by any means including by:

- a) reference to data collected by the CAA and HM Revenue and Customs; ~~and~~
- b) directly counting passengers embarking or disembarking aircraft operated by you; and
- b)c) directly counting cargo loads being loaded or unloaded onto aircraft operated by you.

~~3.9~~3.10 You will use your best endeavours to assist us to identify the reason for any differences between the information provided by you under conditions 3.2 and 3.3 and the information collected by us under this condition 3.

~~3.40~~3.11 If, after the end of a Season, we ask you to do so, you must give us certified statements from your then regularly-engaged independent auditors verifying, for the Season just expired, the accuracy of the information you have previously given to us under this condition 3. You must give us the certified statements within 90 days of the date of our request. Your independent auditors who give us the certified statements must be members of or affiliated with an internationally recognised, independent accounting firm.

~~3.14~~3.12 For the purposes of this condition 3, 'Season' means, in each year:

- a) for the Summer season, the period commencing on the last Sunday in March and ending on the last Saturday in October;
- b) for the Winter season, the period commencing on the last Sunday in October and ending on the last Saturday in March.

~~3.12~~3.13 You must permit us (or our agents or accountants), on reasonable notice and at reasonable times, to audit, at our expense, your records and systems which relate to the information you must give us under this condition 3 or have given us under any previous conditions governing the relationship between you and us.

~~3.13~~3.14 If:

- a) the certified statements provided under condition 3.11 disclose any error in the information you have given us under conditions 3.2 and 3.3;
- b) an audit by us under condition 3.13 discloses any error in the information you have given us under conditions 3.2 and 3.3, or
- c) we agree that the information you have given us under conditions 3.2 and 3.3 was in error after we verify under condition 3.9,

we will invoice you for the difference between the charges actually paid to us and the charges which you should have paid to us but for the error (together with Higher Interest accrued on such unpaid amount, calculated on a daily basis from the date when such amount should have been paid until the date of payment (both dates inclusive)). We will issue our invoice, and you must Pay it, in accordance with condition ~~12~~13.

~~3.14~~3.15 If the extent of the error is such that the charges payable to us under condition 3.14 in respect of a particular Season are more than five per-cent (5%) of the charges actually paid to us for that Season, then you must reimburse us for the cost of our audit under condition 3.13.

#### **4 Confidentiality**

4.1 We/you undertake to keep confidential any Confidential Information which we/you obtain under these Conditions, not to disclose such Confidential Information to any

other person and not to use such Confidential Information, other than for the purposes set out in these Conditions.

- 4.2 Condition 4.1 shall not apply to the disclosure of Confidential Information if and to the extent:
- a) required by law; or
  - b) required by any competent regulatory authority, court, law enforcement agency or recognised stock exchange; or
  - c) that it is permitted pursuant to the terms of these Conditions; or
  - d) that such information is in the public domain other than through breach of condition 4.1

provided that any Confidential Information shall only be disclosed pursuant to conditions [4.1.\(a\)](#) or [4.1.\(b\)](#) by us/you after notification to you/us to which the information relates if such notification is practicable in the circumstances.

- 4.3 You acknowledge and agree that we will use the information you provide to us under these Conditions, and in particular but not limited to, Schedule 1 of these Conditions, for the purpose of keeping passengers informed of the status of Regular Public Transport Operations, General or Business Aviation using the Airport and carrying out operational, non-commercial and/or regulatory activities or for the purpose of the delivery of the Facilities and Services.
- 4.4 You acknowledge and agree that we may share the information provided to us in accordance with these Conditions with relevant third parties who have a need to know in connection with such purposes as are set out in condition 4.3 or elsewhere in these Conditions, provided that if such information is disclosed it is done so on terms which preserve confidentiality to the same extent as set out in conditions 4.1 and 4.2.

## **5 Information generally and Data Protection**

- 5.1 Unless otherwise agreed with us in writing, any information which you are required to provide under these Conditions must be supplied in electronic format. To find out how to give us this information, see Schedule 3.
- 5.2 You must let us know as soon as practicable if there is any material change to the information you have given us which includes a change that impacts on the application, processing or recovery of charges or impacts on the operation of the Airport.
- 5.3 Unless otherwise agreed with us in writing, you must have in place a system for electronic data exchange of SITA messages (or other approved electronic method) between your Departure Control Systems (DCS) and us and:
- a) take all reasonable steps to ensure that accurate data is contained within your central systems (including any websites) and the DCS at all times;
  - b) ensure that in the event of flight cancellation, your DCS and website is updated and a valid SITA message (or other approved electronic method) is sent electronically to ACL as soon as reasonably possible after the cancellation is identified; and
  - c) where you make any change to or replacement of your DCS that has a risk of impacting the wider airport community, you must notify us and the Heathrow Airline Operators Committee in advance.

- 5.4 If you ask us, in writing, and subject to any express or implied confidentiality arrangements we may have with third parties (including HM Government) or other need for confidentiality, we will give you details of:
- a) our Airport Security Programme and other security arrangements that may apply from time to time;
  - b) Airport emergency procedures;
  - c) Airport insurance policies; and
  - d) which of our Facilities and Services at the Airport are available for you to use.
- 5.5 We may charge reasonable costs for the supply of copies of the documents, policies, manuals and publications and for multiple copies of any other publications or information requested by you under these Conditions.
- 5.6 In the performance of any obligations under ~~this Agreement~~[these Conditions](#), you shall at all times:
- a) comply with relevant obligations under Data Protection Legislation; and
  - b) not perform any obligations under this Agreement in such a way as to cause you/us to breach any obligations under Data Protection Legislation.
- 5.7 To the extent that we/you process any Personal Data and/or Special Category Personal Data (each as defined in the Data Protection Legislation) under these Conditions of Use as a Data Controller (as defined in the Data Protection Legislation) in our/your own right, we/you shall comply with the Data Protection Legislation.

## **6 Using our Facilities and Services**

- 6.1 When using our Facilities and Services at the Airport, you must comply with:
- a) all Legislation including but not limited to The Heathrow Airport - London Byelaws 2014 (as amended, re-enacted or replaced from time to time);
  - b) our Aerodrome Manual;
  - c) our Airport Security Programme and the rules applicable to the Heathrow ID Scheme;
  - d) these Conditions;
  - e) all payment requirements;
  - f) all obligations required of aircraft operators at the Airport as detailed within current and revised Heathrow Notices;
  - g) other conditions, instructions, orders and directions necessary for the day-to-day operation of the Airport;
  - h) any local rules or guidelines made by the Heathrow Co-ordination Committee;
  - i) local flying restrictions and remarks as published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP);
  - j) approved rules of conduct;
  - k) industry codes of practice which aim at reducing the environmental impacts of aircraft ground operations, aircraft arrivals and aircraft departures; and
  - l) directions on security from the Department for Transport.



- 6.2 In the interests of passenger welfare, when using our Facilities and Services at the Airport, you agree to use your best endeavours to comply with the Airline Welfare Protocol in Schedule 87.
- 6.3 You accept that:
- a) you must not do anything which puts us in breach of any Legislation, and you must reasonably co-operate with us in our provision of the Facilities and Services (including complying with our reasonable directions arising out of the use of our Facilities and Services);
  - b) you must not operate to or from the Airport without first obtaining an arrival or departure slot or slots from ACL or ACL's agent for the relevant period of operation. In circumstances where a NOTAM has been issued and/or after any capacity reduction procedures (such as, but not limited to, DvC, -and/or HADACAB, Local Rule A, or any other Local Rule) have been instigated by us, should we communicate to you that Airport capacity is not available: -(i) for the operation of ~~that a~~ slot, you must not operate that slot; or (ii) for processing all or an amount of your passengers, you must not allow those passengers to travel through the Airport;
  - c) access to our Facilities and Services is subject to the demands of other users of the Airport and other external events or circumstances such as (but not limited to) adverse weather or environmental conditions, public health crises, industrial action or security threats; and
  - d) use of the Airport is constrained by Legislation including but not limited to that dealing with slot allocation and curfews.
- 6.4 You agree that if in our opinion you regularly or intentionally fail to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond your control, then having first given you an opportunity to make representations, we may adopt such measures as we deem appropriate to ensure that you adhere to your allocated slots. Such measures may include fining by ACL under the Slot Sanctions Scheme – <https://www.acl-uk.org/slotsanctions/>. We may prohibit you or certain of your services from the Airport for a fixed period of time and ACL may apply a financial sanction under the Misuse of Slots Enforcement Code (see <https://www.acl-uk.org/> for details).
- 6.5 If you operate General or Business Aviation or whole plane cargo services at the Airport without our prior permission during periods of peak congestion (as have been notified by National Air Traffic Services in the United Kingdom AIP or a subsequent supplement, for the Airport) you may be prohibited by us from operating during such periods of peak congestion for a period that is proportionate to your use of the Airport in the previous 12 months, unless the aircraft was required to land at the Airport because of an emergency.
- 6.6 If in our opinion you fail to comply with any of the requirements for operation contained in AD 2.EGLL-1 LONDON HEATHROW, for reasons which are not beyond your control, then having first given you an opportunity to make representations, we may adopt such measures as we deem appropriate. Such measures may include, but are not limited to, prohibiting you or certain of your services from the Airport for a fixed period of time.
- 6.7 You agree to use, and promptly update, your flight schedules through a direct interface to ACL's Score System or the associated web based online coordination system.

## **7 Groundhandling and Baggage**

- 7.1 You agree that you will, use reasonable endeavours to, at all times, have a reasonably appropriate level of primary Groundhandling Assistance in place (under a valid and current contract), to allow for the minimum operation of your arriving or departing flights at the Airport. Further, you agree to use reasonable endeavours to ensure that your nominated Groundhandlers shall have sufficient equipment and resource to enable them to effectively and safely handle the type of aircraft you are operating to and from the Airport. In respect of de-icing in particular, you agree that you will have a reasonable contract in place for obtaining this service at the Airport.
- 7.2 You agree that you will, upon request, promptly confirm to us in writing the identity of the organisations with which you have current contracts for groundhandling services and summary details of the type of service contracted to that organisation.
- 7.3 You agree that you will use best endeavours to ensure that your primary Groundhandler holds (or if self-handling you agree that you will hold) IATA ISAGO Heathrow station accreditation. You accept that if your primary Groundhandler does not (or if self-handling, you do not) hold the relevant accreditation, the applicable Ground Operations Licence may be revoked. If requested by us, you will procure that your primary Groundhandler provides us (or if self-handling you will provide us) with evidence of holding the relevant IATA ISAGO Heathrow station accreditation.
- 7.4 You agree that you have appropriate arrangements in place with respect to your use of the Airport:
  - a) with your nominated Groundhandler (or directly if self-handling) to adhere to all relevant Heathrow Notices regarding waste management at the Airport;
  - b) for removal and clean-up of in-hold HAZCHEM spillages.
- 7.5 At the Airport all Groundhandlers (including airline self-handling Groundhandlers) are required to hold a licence to operate ("Ground Operations Licence") and the Ground Operations Licence contains mandatory performance standards to which the licence holder must adhere. At the Airport, there is a groundhandling change approval process to which all Groundhandlers must adhere. Airlines and Groundhandlers should provide at least 90 days' notice prior to the proposed operational start date at the Airport to allow for the full approval process to be accommodated. Further information on Ground Operations Licences and the change approval process is available from us. You agree to procure that any Groundhandler which provides services to you at the Airport shall (in the performance of such services) obtain and comply with the terms of the Ground Operations Licence (and the minimum standards of performance and rules of conduct contained therein) issued by the Airport from time to time.
- 7.6 You agree to use reasonable endeavours to avoid placing a Groundhandler at risk of any financial distress and therefore impacting on the overall resilience of the airport by failing to pay the relevant taxes/duties owed by you to HMRC.
- 7.7 You agree to implement procedures and policies which facilitate the prioritisation of time sensitive Transfer Passenger baggage at the Airport.
- 7.8 At the Airport all non-Groundhandler airside operations organisations are required to hold a licence to operate ("Airside Operations Licence") and the Airside Operations Licence contains mandatory performance standards to which the licence holder must adhere. At the Airport, there is an Airside operations change approval process to which all airside operations organisations must adhere. Airlines and airside operations organisations should provide at least 60 days' notice prior to the proposed operational

start date at the Airport to allow for the full approval process to be accommodated. Further information on Airside Operations Licences and the change approval process is available from us. You agree to procure that any airside operations organisation which provides services to you at the Airport shall (in the performance of such services) obtain and comply with the terms of the Airside Operations Licence (and the minimum standards of performance and rules of conduct contained therein) issued by the Airport from time to time.

## 8 ID Scheme and Third Parties

- 8.1 You warrant that the companies which you put forward for the Heathrow ID Scheme, or for a Ground Operations Licence or Airside Operations Licence are reputable and will exercise appropriate skill and care whilst operating at the Airport, and that you have performed appropriate and reasonable checks and due diligence on third party companies, including but not limited to in respect of security matters.

## 9 Passengers Requiring Support

- 9.1 Where a passenger has pre-notified you of any assistance requirements in accordance with the PRS Regulation or otherwise, you agree that you will use all reasonable endeavours to provide us with that information as early as is reasonably possible, and in any event 36 hours in advance of travel where the relevant information has been received by ~~the airline~~you at least 48 hours before departure.
- 9.2 You agree to procure that your primary Groundhandler retrieves any wheelchair from the aircraft hold and repatriates it to the aircraft door where it is safe to do so.

## 10 Border Security

- 10.1 In accordance with UK law, you must ensure that all your arriving Passengers are processed through the UK border and follow the approved arrivals routes from the gate or stand to the immigration hall.

10.2 At the Airport, where a single, shared departures lounge (Common Departure Lounge) for domestic and international passengers is in use, we will operate a biometric enrolment and validation system for persons travelling on flights departing to Domestic Destinations. This is to mitigate any potential risk of persons entering the United Kingdom illegally.

~~40.2~~10.3 You must, or you must procure that your handling agent, use(s) best efforts to inform your domestic passengers travelling to Domestic Destinations that they will be required to enrol and validate their identity using such approved methods as are prescribed by us and notified to airlines in order to proceed beyond the ticket presentation point and subsequently to board their flight. Passengers who refuse to enrol and validate their identity will be refused entry beyond the ticket presentation point and will be unable to board their flight from the applicable terminal. If you operate flights to Domestic Destinations, you must use (and must procure that your handling agent use(s)) best efforts to ensure that all your departing passengers have correctly passed through the biometric enrolment system.

~~40.3~~10.4 You must provide all relevant employees and staff working at the Airport with training on their border security obligations, escalation and contingency procedures. Heathrow has developed a border security training module and may provide you with access to it. Once access has been provided all relevant employees and staff working for you must complete the training module.

~~40.4~~10.5 Where Heathrow has concerns regarding your compliance with this condition 10, we reserve the right to carry out an audit of your compliance.

## 11 Sustainability and Environmental

- 11.1 You should note that if your aircraft departures infringe noise thresholds or if you fail to operate your aircraft in accordance with Airport Noise Preferential Routes (“NPRs”) both measured by the noise and track monitoring system operated by us you may be subject to the payment of noise supplements promulgated in directions published by us.
- 11.2 You agree that you will only operate aircraft at the Airport which are RNAV 1 compliant. In very limited circumstances, approval may be given by Heathrow to operate non-compliant aircraft but it must be sought in advance and in writing from the Heathrow Airport Operations Manager – when doing so, sufficient and reasonable explanation must be provided to explain why this is necessary.
- 11.3 To help reduce ground-based emissions and fuel burn, we encourage all airlines to perform reduced or single engine taxi wherever operationally feasible. In this regard, your compliance with the associated reporting requirements under EGLL AD 2.20 section (i) of the Heathrow UK AIP is required. You agree to use all reasonable endeavours to reduce on-stand emissions, which could include using alternatives to running APU such as using Fixed Electrical Ground Power and Pre-Conditioned Air.

## 12 Common Facilities

~~12.11.1 At the Airport, where a single, shared departures lounge (Common Departure Lounge) for domestic and international passengers is in use, we will operate a biometric enrolment and validation system for persons travelling on flights departing to Domestic Destinations. This is to mitigate any potential risk of persons entering the United Kingdom illegally.~~

~~12.2~~12.1 You must, or you must procure that your handling agent, use(s) best efforts to inform your domestic passengers that they will be required to enrol and validate their identity using such approved methods as are prescribed by us and notified to airlines in order to proceed beyond the ticket presentation point and subsequently to board their flight. Passengers who refuse to enrol and validate their identity will be refused entry beyond the ticket presentation point and will be unable to board their flight from the applicable terminal. If you wish to participate in our Positive Boarding programme you agree to obtain all relevant prior consents and authorisations from your Passengers in accordance with applicable Legislation before participating in the programme and each and every time you use Positive Boarding. As a minimum, you must state these conditions on your website, and/or notify passengers at ticket points of sale within your control.

~~12.3~~12.2 You agree to take reasonable steps to inform us in advance of IT systems or IT infrastructure changes within your organisation which you judge will have an impact on our operational IT systems.

~~12.4~~12.3 You agree, subject to requirements under Legislation, not to unreasonably limit or prohibit Embarking Passengers from carrying duty free and/or other items purchased at the Airport on to your aircraft. This condition ~~12.3~~12.5 shall not be interpreted to limit your discretion to require such items to be stored in the baggage hold of an aircraft.

~~12.5~~12.4 Unless expressly agreed in writing with us, in terminals where a Common Use Passenger Processing System (CUPPS) is in operation it must be used for your operations. You must have an automated baggage reconciliation system (BRS). CUPPS and BRS are operated subject to signature of a standard contract with the relevant supplier. You may use your own baggage reconciliation system on condition

[that it is considered appropriate at Heathrow's sole discretion \(acting reasonably\) and able to be appropriately integrated with Heathrow's IT systems.](#)

### **13 Charges and payment**

- 13.1 You must Pay us charges for using our Facilities and Services at the Airport. You must also Pay for any supplies, services or facilities provided to you or to your aircraft at the Airport by or on behalf of the Airport at the charges determined by us.
- 13.2 The amount of charges you must Pay is set out in and/or calculated in accordance with Schedule 4.
- 13.3 All charges shall accrue on a daily basis and shall become due on the day that they were incurred and shall be payable to us on demand and in any event before the aircraft departs from the Airport unless:
- a) otherwise agreed by us (which agreement may be withdrawn at any time at our discretion); or
  - b) provided in the terms for payment included in the invoice for such charges.
- 13.4 In respect of ad-hoc flights, an estimated advance invoice may be issued. If issued, such invoice must be paid in advance of your use of the Airport Facilities and Services. A balancing invoice will then be issued for you to Pay in accordance with Condition ~~42.3~~[13.3](#). If an estimated invoice is higher than the charges incurred on use of the Airport Facilities and Services, a credit will be provided.
- 13.5 Payments to us shall be made without set-off or deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to us as if no such tax or charge had been imposed. It is your responsibility to provide full remittance details of payments made to us. All remittances should be emailed to: [remittances@heathrow.com](mailto:remittances@heathrow.com). If no remittance is provided within 30 days of payment, the payment will be allocated to the oldest debt on your account.
- 13.6 All sums payable to us are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
- 13.7 You agree that if we cannot satisfy ourselves about your financial standing or you do not adhere to the payment terms or you are a new airline to the Airport, then upon request, you will supply us with a cash/trading deposit or an unconditional UK bank guarantee in a form reasonably acceptable to us. This deposit or UK bank guarantee may be for an amount up to or equal to our reasonable estimate of the airport charges you are likely to incur over a 3-month period and must be provided within 5 Business Days of the date of our written request. In addition, the following provisions apply:
- a) If requested by us, any UK bank guarantee must be renewed and reinstated as necessary so as to remain valid throughout the period of your operation at the Airport.
  - b) Any deposit paid pursuant to this condition ~~42.7~~[13.7](#) may be returned to you if (i) you permanently cease operations at the Airport, provided that all debts owed to us are settled in full; or (ii) if we can satisfy ourselves about your financial standing.
- 13.8 Deposits or guarantees provided to us can at any time be applied to any debts owed by you to us including but not limited to, any charges that are overdue for payment under these Conditions, or under any other agreement between you and us.

- 13.9 If you fail to comply with the Airline Welfare Protocol and due to that default we (after making reasonable attempts to contact you) provide assistance to your Passengers directly, all costs (internal and external) reasonably incurred by us shall be fully rechargeable to you and shall be payable by you on demand.
- 13.10 If we need to arrange and/incur any costs for the provision of (1) any last minute or emergency ground handling support for you and/or (2) any emergency response services for you, the cost of this shall be fully rechargeable to you and shall be payable on demand.

#### **14 Varying charges**

- 14.1 We may vary any of the charges or the application of them at any time by giving you notice in writing before the variation becomes effective. We will consult with you in accordance with Legislation before giving such notice.

#### **15 Payment default**

- 15.1 All sums due which are not paid on the due date shall bear Interest, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 15.2 If you fail to adhere to the payment terms on more than one occasion or your deposit/guarantee is exhausted then we may require you to Pay your charges weekly, fortnightly, or monthly in advance. Any variation to the payment requirements shall be communicated to you in writing (by email or by letter) and, where there is a difference, shall supersede and take precedence over any terms or payments dates that may be set out in an invoice or otherwise.
- 15.3 Under the Civil Aviation Act 1982, we have the power to detain aircraft where default is made in the payment of airport charges. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the operator at the time the detention begins.
- 15.4 You shall not without our express written consent be entitled in respect of any dispute or claim you may have against us or otherwise to make any set-off against or deduction from the charges provided for in these Conditions. You must pay such charges in full pending resolution of any such dispute or claim.
- 15.5 Subject to condition ~~14.4~~[15.4](#), any queries relating to invoices should be logged with the Heathrow Business Support Centre within 10 days of the invoice [due](#) date. Contact numbers for the Heathrow Business Support Centre are shown in Schedule 4 and on our invoices and statements.
- 15.6 Where payment has not been made for any specific service, we reserve the right to withdraw your access to, or cease providing, the service which has not been paid for.

#### **16 If you do not comply with these Conditions**

- 16.1 Nothing in these Conditions shall be taken to confer a right for you to use the Airport without our consent and we reserve the right to withdraw such consent where you have breached these Conditions.

#### **17 Moving aircraft**

- 17.1 We may (subject to air traffic clearances and any operational guidelines issued by us for the use of our Facilities and Services) order you to:
- a) move an aircraft to another position at the Airport; or

- b) remove an aircraft from the Airport
- c) at your cost and within a specified time, being a period that we consider, in all the circumstances, to be reasonable.

17.2 If you do not comply with the order referred to in condition 16.1 within the specified time, you will be liable to a special charge, equivalent to eight times the standard parking charges set out in Schedule 4 ignoring any applicable free periods, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired. As a measure of last resort, we may move or remove the aircraft in accordance with the procedures at Schedule 6 and:

- a) you must Pay our reasonable costs of having the aircraft moved or removed and any costs incurred by us as a result of having the aircraft moved or removed; and
- b) you are liable for and indemnify us, our officers, employees and agents against any personal injury, death, loss or damage caused or contributed to by your failure to comply with the order referred to in condition ~~16.1~~[17.1](#).

## **18 Services we do not provide**

18.1 We do not provide:

- a) border control services;
- b) en-route services;
- c) meteorological services;
- d) quarantine waste disposal; or
- e) apron and groundhandling services other than:
  - (i) aircraft marshalling;
  - (ii) concierge services;
  - (iii) Royal/VIP Suites;
  - (iv) storage of ULDs (i.e. stillage); and
  - (v) provision of office space.

18.2 Our charges do not include fees for these services or fees for anything we provide outside the scope of these Conditions.

## **19 Liability and insurance**

19.1 For the purposes of this condition, "liability" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.

19.2 Subject to condition ~~18.3~~[19.3](#), to the extent permitted by law neither we nor our employees, servants, agents or Affiliates shall have any liability to you or be obliged to indemnify you in respect of:

- a) indirect loss;
- b) consequential losses;
- c) loss of profits;
- d) loss of revenue;
- e) loss of goodwill;

- f) loss of opportunity;
- g) loss of business;
- h) increased costs or expenses;
- i) wasted expenditure; or
- j) any other injury, loss, damage, claim, cost or expense

caused (or to the extent caused) by any act, omission, neglect or default of ours or our employees, servants, agents or Affiliates even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the loss.

- 19.3 Nothing in this condition ~~18~~19 or condition ~~23~~24 shall be construed as excluding or limiting liability for (i) death or personal injury arising from the negligence of us, our employees, servants, agents or Affiliates; (ii) fraud; or (iii) aircraft damage resulting from our or our employees, servants, agents or Affiliates' act or omission done either with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 19.4 You agree to hold current and adequate insurance at all times when you use our Facilities and Service at the Airport to cover any and all liability excluded or limited under this condition ~~19~~18. Nothing in this condition ~~18.4~~19.4 shall preclude you from fulfilling your insurance obligations through self-insurance.
- 19.5 Without prejudice to the generality of condition ~~18.4~~19.4, you agree to hold at all times passenger, baggage, cargo and third party liability insurance in respect of any aircraft used or operated at the Airport by you at a level which shall at no time be less than the minimum levels of insurance set out in Regulation (EC) No 785/2004 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, re-enacted or replaced from time to time). The minimum levels of such passenger, baggage, cargo and third-party liability insurance shall apply in respect of any one occurrence (or series of occurrences arising out of one event) but shall be without overall limit for the insured period in the event of more than one claim, notwithstanding any limits agreed in respect of individual events.

## 20 Severability

- 20.1 Each condition (including a sub-condition or part thereof) of these Conditions shall be construed as a separate and severable contract term, and if one or more parts is held to be invalid, unlawful or otherwise unenforceable, the remaining parts shall remain in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

## 21 Dispute

- 21.1 **Invoice disputes:** Without prejudice to our rights under (i) these Conditions; and (ii) law, if there is a genuine dispute between us concerning an invoice, then:

you must write to us, by email to [BSC-Disputes-Management@heathrow.com](mailto:BSC-Disputes-Management@heathrow.com) within 10 days of the invoice due date; and

- a) in your email you must provide, at minimum, the following information in order for us to accept a dispute:
  - (i) the invoice number;
  - (ii) the total amount of the invoice;



- (iii) the total amount of the invoice in dispute;
- (iv) the specific reasons for the dispute; and
- (v) supporting evidence;

If a dispute concerning an invoice is not resolved within 20 Business Days of receipt of all required information, then you should submit the dispute to:

[airline\\_relations@heathrow.com](mailto:airline_relations@heathrow.com).

- 21.2 **Non-invoice disputes:** Without prejudice to our rights under (i) these Conditions; and (ii) law, if there is a genuine dispute between us (other than an invoice dispute), then:
- a) you must write to us by email within 30 days of the matter arising providing particulars of the reasons for the dispute together with supporting evidence; and
  - b) within 30 days of receipt of your email raising the dispute, we will discuss the matter with you and attempt to resolve the dispute.

All emails raising disputes under this condition ~~20.2~~[21.2](#) should be submitted to: [airline\\_relations@heathrow.com](mailto:airline_relations@heathrow.com).

- 21.3 If the information required in conditions ~~21.1a)~~~~21.1a)~~~~20.1(a)~~ or ~~20.2(a)~~~~21.2a)~~~~21.2a)~~ is incomplete, you will be made aware that your dispute has not been accepted and the dispute will be treated with the same processes as any other undisputed unpaid invoice or undisputed matter.

- 21.4 In the event that you fail to comply with these Conditions, we shall be entitled to take and seek any and all available actions and remedies against you, which may include but not be limited to:

- a) requiring you to provide a deposit, UK bank guarantee or pay your charges in advance, in accordance with condition ~~14.1~~[15.1](#);
- b) applying and seeking payment of Interest (and where applicable Higher Interest) in accordance with conditions 3 and ~~4~~[15](#);
- c) detaining your aircraft in accordance with condition ~~15.3~~[14.3](#);
- d) suspending or withdrawing your access to the particular service(s) for which payment is overdue or to which your failure to comply relates;
- e) withdrawing your access to the Airport under condition ~~15.1~~[16.1](#);
- f) issuing or commencing a claim (for interim relief or otherwise) in a court of competent jurisdiction.

## 22 Entire agreement and waiver

- 22.1 These Conditions (together with the documents referred to herein):

- a) constitute the entire agreement between the parties as to their subject matter; and
- b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and, without prejudice to the generality of the foregoing, exclude any prior condition, warranty, indemnity, commitment, representation imposed, given or made by a party, or other undertaking implied at law or by custom, usage or course of dealing, other than as expressly set out in these Conditions.

- 22.2 You have not relied upon any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in these Conditions.

- 22.3 Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, and subject to conditions ~~4819~~ and ~~2324~~, the only rights or remedies you have in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in relation to these Conditions are pursuant to these Conditions.
- 22.4 If we do not exercise, or if we delay in exercising, a right, power or remedy provided by these Conditions or by law, this shall not constitute a waiver of that right, power or remedy. If we waive a breach of any of these Conditions this shall not operate as a waiver of a subsequent breach of that condition or as a waiver of a breach of any other condition.

## **23 Notices and jurisdiction**

- 23.1 Where you are resident outside of England and Wales, you shall provide us with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on your behalf before commencing operations at the Airport. A notification of an agent under this condition ~~2223~~ shall be irrevocable unless replaced by another agent resident in England and Wales and notified to us in writing. You will immediately appoint, and notify us of, a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.
- 23.2 Where we need to communicate with you with respect to these Conditions in writing we will send communications to the address in England and Wales provided under condition ~~22.1~~~~23.1~~, or to your registered office where you are resident in England and Wales, by pre-paid first class post or registered mail or facsimile transmission or email. Any notice shall be deemed to have been served:
- a) if delivered by hand, at the time and date of delivery;
  - b) if sent by first class post, 48 hours from the date of posting;
  - c) if sent by registered mail, on such date as evidenced by postal receipt; or
  - d) if sent by e-mail, if the e-mail is sent on a Business Day before 14:30 (UK time), on that day; or in any other case, on the next Business Day after the day on which it was sent.
- 23.3 Nothing in these Conditions shall affect the right to serve process or proceedings in any other manner permitted by law.
- 23.4 Whatever your nationality or domicile, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and shall in all respects be construed and interpreted in accordance with the law of England and you and we hereby submit to the exclusive jurisdiction of the Courts of England to determine any dispute or claim arising out of or in connection with these Conditions or their subject matter (including non-contractual disputes or claims).

## **24 General**

- 24.1 Subject to condition ~~4819~~, in respect of any decisions, acts or omissions of any third parties (except to the extent they are under our direct control and solely acting in accordance with our instructions), including but not limited to: ACL, NATS, NERL and EUROCONTROL, you acknowledge that we do not owe any duty to you nor do we bear any responsibility or liability.

## **25 Meaning of words and interpretation**

- 25.1 In these Conditions the following words shall mean:

**ACL** means Airport Coordination Limited.

**Aerodrome Manual** means our manual, required under the Civil Aviation Act 1982 and the Air Navigation Order 2009 (as amended, re-enacted or replaced from time to time) and our Aerodrome Licence, about operating aircraft and facilities at the Airport, as amended from time to time.

**Affiliate** means in relation to any company, a company which is a subsidiary or holding company (including the ultimate holding company) of such company and any company which is a subsidiary of a holding company of which such company is also a subsidiary (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006).

**Aircraft's Ascertained NOx Emission** means the product of the Engine NOx Emission as set out in the Emission Database and based on the number of engines on the aircraft.

**Airline Welfare Protocol** means the rules of conduct set out in Schedule 87 which confirms our expectations of the assistance and welfare that airlines using the Airport will provide to their passengers during times of disruption, as amended from time to time.

**Airport** means Heathrow Airport, the aerodrome 12 NM west of London (Charing Cross) and includes the area inside the boundary on the plan in Schedule 98.

**Airport Security Programme** means our programme, required under the Aviation Security Act 1982 (as amended by the Policing and Crime Act 2009), that describes issues such as security responsibilities, procedures, contingency plans and standards at the Airport, as amended from time to time.

**Air Operator's Certificate** means the certificate of that name issued under Part 2 of the Air Navigation Order 2009 (as amended, re-enacted or replaced from time to time).

**Business Day** means any day which is not a Saturday, Sunday or public holiday in England or any day (excluding Saturday) on which UK banks generally are open for the transaction of normal banking business.

**CAA** means the Civil Aviation Authority of the United Kingdom.

**Category 1 Waste** means Category 1 material waste as defined in EC Regulation 1069/2009 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, re-enacted or replaced from time to time) and includes but is not limited to international catering waste, and specified animal by-product material.

**Certificate of Registration** means for an aircraft the certificate of registration issued by the CAA under the Air Navigation Order 2009 (as amended, re-enacted or replaced from time to time).

**Certification Noise Levels** for an aircraft means the noise levels provided in the noise certification documentation issued for an aircraft in accordance with ICAO Annex 16 Vol 1, Attachment G. Guidelines for the Administration of Noise Certification Documentation.

**Confidential Information** means all information of a confidential nature relating to your or our business and/or operations (whether such information is disclosed in writing, by delivery of items, orally, by visual presentation, by means of providing access to such information (when, for example, the information is contained on a

database) or otherwise) including but not limited to any such information which is commercially sensitive or price sensitive.

**Common Travel Area Destination** means Ireland, the Bailiwick of Jersey, the Bailiwick of Guernsey and the Isle of Man.

**Data Protection Legislation** means (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data, privacy and/or electronic communications in force from time to time to which you or we are subject, including the Data Protection Act 2018 and the UK GDPR as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) any code of practice or guidance published by the Information Commissioner's Office from time to time.

**Disembarking Passengers** means all passengers on board an arriving aircraft. This includes Transit Passengers, Transfer Passengers, Infants, Domestic-On-Carriage and Positioning Crew, but excludes Operating Crew.

**Domestic Destination** means England, Wales, Scotland and Northern Ireland.

**DvC** means a Level 2 Demand vs Capacity schedule intervention and associated procedures as set out in Heathrow's Capacity Constraint Policy.

**Embarking Passengers** means all passengers on board a departing aircraft. This includes Transit Passengers, Transfer Passengers, Infants and Positioning Crew, but excludes Operating Crew.

**Emission Database** means the database maintained by HAL of Engine NOx Emission of aircraft operating at the Airport as based on your notification under condition 2.1(q).

**Engine NOx Emission** means the figure expressed in kilograms for emissions of Oxides of Nitrogen for the relevant engine derived from ERLIG recommended sources and which in the case of Jet aircraft engines of 26.7n thrust or more are based on the standardised ICAO landing and take-off cycle as set out in ICAO Annex 16 Volume II published in Document 9646 AN1943 (1995) as amended or replaced from time to time.

**ERLIG** means Emissions Related Landing Charges Investigation Group.

**European Destinations** means Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, [Common Travel Area Destinations](#) and Domestic Destinations.

**Facilities and Services** means the aircraft movement, passenger processing and other general facilities and services provided by us to you except to the extent that those facilities and services are provided to you under a separate contract, lease, licence or other authority from us.

**General or Business Aviation** means any air traffic not falling into any of the following categories:

- a) any traffic engaged on the Queen's flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad;

- b) non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10; or
- c) Regular Public Transport Operations.

**Groundhandler** means either (i) a person who provides Groundhandling Assistance to an airline, or (ii) a self-handling airline who provides its own Groundhandling Assistance.

**Groundhandling Assistance** means a service provided to an airline or by a self-handling airline, as set out in Annex A of EC Directive 96/67/EC on access to the groundhandling market at Community airports (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, re-enacted or replaced from time to time).

**HADACAB** means a Level 3 or 4 Heathrow ATM Demand and Capacity Balancing group schedule intervention and associated procedures as set out in Heathrow's Capacity Constraint Policy and in Heathrow Local Rule 4.

**HAL** means Heathrow Airport Limited (Company No. 01991017).

**HAZCHEM** means hazardous goods or chemical which require and/or carry a HazChem sign, mark or indication.

**Heathrow Co-ordination Committee** means the committee representing airlines' interests in slot coordination matters including capacity assessment, monitoring and slot allocation.

**Heathrow Notices** means all instructions, notices and directions issued by us from time to time. These include, but are not limited to, the Tariffs General Notice, other general notices Operational Safety Instructions, Operational Advice Notices, safety alerts, security notices, safety notices and Terminal Notices;

**Higher Interest** means Interest plus 2%.

**IATA** means the International Air Transport Association.

**IATA IGOM** means the IATA Ground Operations Manual.

**Infant** means a child less than two years of age who has not paid to occupy a seat on an aircraft.

**Interest** means a rate of interest per annum which is 3% higher than the Bank of England base rate, or 8% per annum, whichever is higher.

**IOSA** means IATA's Operational Safety Audit.

**ISAGO** means IATA's Safety Audit for Ground Operations.

**Legislation** means all UK Acts of Parliament, regulations, rules, orders, byelaws, ordinances and any other orders or directions of any government or statutory body relevant generally or specifically to the Airport or aircraft using it. For the avoidance of any doubt, this includes legislation that forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

**Maximum Take Off Weight** or **MTOW** is the maximum take-off mass associated with the Certification Noise Levels of the aircraft and will be contained within the noise certification documentation (or equivalent documentation) for the aircraft (Item 9).

**Night Period** means the period between 23h00 and 07h00 local time as defined in Legislation, for the time being in the Directive 2002/49 EC (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, re-enacted or replaced from time to time) relating to the assessment and management of environmental noise, as amended or replaced from time to time.

**Night Quota Period** means the period between 23h30 and 06h00 local time or as otherwise set in Legislation or by the Department for Transport, from time to time.

**Noise Category** means noise charging categories set out in Schedule 4 which are based on a combination of the cumulative noise reduction from ICAO Chapter 3 standards and the ACI noise index categories.

**NOTAM** means an airport-issued notice to airmen.

**Operating Crew** means personnel operating as flight or cabin crew on an arriving or departing aircraft.

**Passenger** means an occupant of an aircraft of any age, not being Operating Crew or Positioning Crew, and travelling through one of Terminals 2, 3, 4 or 5 at the Airport in respect of whom airport charges have been paid or are payable to HAL.

**Passenger Terminal Area** means stand numbers 101 to 596 inclusive.

**PRS** or **Passenger Requiring Support** means a passenger with reduced mobility or with a disability who requires additional support as set out in the PRS Regulation.

**PRS Regulation** means Regulation EC 1107/2006 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended re-enacted or replaced from time to time).

**Pay** means deposit cleared funds into our bank account nominated from time to time by us.

**Positioning Crew** means your flight and cabin crew, other than Operating Crew, arriving into, or departing from, the Airport on company duty travel for the purpose of positioning for, or returning from, crewing duties.

**Positive Boarding** means our positive boarding programme which aims to streamline the passenger journey through the Airport and provide you with improved passenger boarding information.

**Regular Public Transport Operations** or **RPT** means air service operations where, for a fee, the aircraft is operated according to fixed schedules over specific routes and is available to the general public on a regular basis.

**Relevant Industry Bodies** means a body listed or described in Schedule 7.

**RNAV 1** means procedures requiring system performance currently met by GPS or DME/DME/IRU RNAV systems under which the aircraft's track-keeping accuracy remain bounded by  $\pm 1$  NM for 95% of the total flight time.

**Safety Management System** means a systematic approach to managing safety, including the necessary organisational structures, accountabilities, policies and procedures which airport users must have under ICAO requirements.

**Transfer Passenger** means a passenger arriving at and departing from the Airport on a different aircraft or on the same aircraft under a different flight number, whose main purpose for using the Airport is to effect a transfer on a single ticket within 24 hours.

**Transit Passenger** means a passenger arriving at the Airport on a through flight and subsequently leaving the airport on the same aircraft or on a replacement aircraft (used following a breakdown of the former) within 24 hours on a single ticket.

**We** or **us** or **our** means Heathrow Airport Limited (Company No. 01991017) and includes our Affiliates, successors and assigns.

**You** or **your** means, in the case of RPT aircraft, the holder of the Air Operator's Certificate at the time our Facilities and Services at the Airport are used or in the case of General or Business Aviation and other non-Regular Public Transport operations aircraft, the person who is identified as "Owner" in the Notification of Aircraft Details form or, if no one is so identified, the holder of the Certificate of Registration at the time our Facilities and Services at the Airport are used, and includes your executors, administrators, successors and assigns.

- 25.2 The singular includes the plural and the plural includes the singular.
- 25.3 If you consist of more than one person or company, then each person or company is jointly and severally liable under these Conditions with each of the others.
- 25.4 Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 25.5 Headings in these Conditions are for convenience only and shall not affect the interpretation of these Conditions.
- 25.6 A reference to a particular law or Legislation is a reference to it as it is in force from time to time taking account of any amendment, extension, consolidation or re-enactment and includes any subordinate legislation from time to time made under it.
- 25.7 The Schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Schedules.

## SCHEDULE 1 – Information Requirements

### 1 Data requirements

- 1.1 If you are subject to charges under Schedule 4, you must provide the following complete and accurate information pursuant to conditions 3.2 and/or 3.3 of these Conditions:
- a) the number of all Embarking Passengers (including children and Infants) on your aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
  - b) the number of all Disembarking Passengers (including children and Infants) on your aircraft operating at the Airport on each flight, with Transit Passengers, Transfer Passengers, Infants and Positioning Crew shown separately;
  - c) the total number of Passengers, Transfer Passengers and Transit Passengers (including children and Infants) and the total weight of cargo and mail (expressed in kilograms) embarked and disembarked at the Airport;
  - d) fleet details including the MTOW in respect of each aircraft owned or operated by you;
  - e) details of the Engine NOx Emissions and engine specifications in respect of each aircraft owned or operated by you;
  - f) details of the noise certification values for sideline, flyover and approach in respect of each aircraft owned or operated by you;
  - g) details of cargo arriving and departing the airport on aircraft and road feeder services as provided in the Freight Flight Manifest (FFM) [and in the Load Message \(LDM\)](#).
  - h) your name and postal address, email address, phone and fax numbers, IATA/ICAO prefix and SITA address;
  - i) aircraft registration (including aircraft substitutions);
  - j) variations to schedule (including flight number, aircraft type, route and scheduled time of operation);
  - k) estimated times of operation;
  - l) scheduled time of operation (in UTC) of all flights from point of origin to the Airport with flight durations greater than 4 hours;
  - m) stand departure delays greater than 15 minutes;
  - n) flight plan call signs;
  - o) turnaround linked flight numbers and registrations (including changes); and
  - p) an Estimated Departure (ED) time to an accuracy of +/- 5 minutes.
- 1.2 The following data is also required:
- a) advance passenger details and forward-booking information (which should include operational date (UTC), flight number, origin, destination, aircraft capacity, total seats booked and transfer seats booked);
  - b) baggage information messages (BIM's): BSM (terminating message), BPM, BUM, BNS, BCM;
  - c) automated message confirming loading of baggage at its point of reconciliation;



- d) misconnected baggage information – MSF world tracer report; and
- e) delay codes in accordance with IATA AHM 730.

1.3 The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
FFM/XFFM	FREIGHT FLIGHT MANIFEST	IATA AHM	
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	ADHOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
BIM	BAGGAGE INFORMATION MESSAGE	IATA RP	1745
MSF	WORLD TRACER FAULT STATION LOG		
PAL	PASSENGER ASSISTANCE LIST	IATA AHM	WCHR, WCHS, WCHC
CAL	CHANGE ASSISTANCE LIST	IATA AHM	

1.4 Our IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	730
Form of INTERLINE BAGGAGE TAG	IATA RES	740

1.5 For the Airport, messages should be sent as follows:

Address LHRBAYA, <a href="#">BRUNAXH</a> , <a href="#">BRUNAX</a>	MVT, LDM, SLS, DIV, ASM, FFM/XFFM
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Address LHRTP7X	PTM, MSF, PAL, CAL, PSM and forward booking information
SITA MDS (Message Distribution Service)	All Baggage Information Messages (BIM's)

1.6 We expect airlines to start to follow the messaging process as specified in IATA RP1800 where possible.

## 2 Airport Operations Plan (AOP)

2.1 AOP at the Airport is a joint initiative between aircraft operators, ground handlers, NATS and HAL. The key aim of the project – which is supported by EUROCONTROL – is to facilitate the sharing of operational data to allow better informed decisions to be made. In particular, it aims to optimise the turn round process to ensure the best possible coordination of resources and carrying out operational activities for the purpose of the delivery of the Facilities and Services.

2.2 AOP specifically depends on timely, accurate and reliable updates to the Target Off Block Time (TOBT) which is the time an aircraft expects to be ready to leave the stand. Good quality TOBTs enable optimisation of airport infrastructure, runway throughput, resources. AOP dynamically advises the Network Manager (EUROCONTROL and NATS Swanwick) of the aircraft's target take-off time and trajectory through airspace blocks to aid over demand management. Predictable and stable ground operations is key to assisting reduce delays and optimise the use of airspace.

2.3 You must:

- a) Update TOBTs for any change of +/- 5 minutes or greater either directly or via your appointed ground-handling provider in a timely manner by sending a standard IATA departure message e.g., ED message;
- b) Avoid changes within the 10-minute period prior to TOBT, e.g., TOBT is 10:00 and it is changed after 09:50;
- c) Aim to provide at least 10 minutes' notice for any new TOBT value, e.g., current time is 10:00 and a TOBT of 10:20 is changed to 10:05;
- d) Pilots must report ready to start to Air Traffic Control in a window of TOBT +/- 5 minutes or request TOBT to be updated if not ready to start, either directly or via your appointed ground-handling provider.

2.4 From 30 minutes before estimated departure, Air Traffic Control uses TOBT to assign a Target Start Approval Time (TSAT) to each flight. This is the time that an aircraft can expect to receive start up approval taking into account the TOBT value provided as well as the overall traffic situation. By considering all known operational inputs, TSATs provide an optimised pre-departure sequence. The TSAT is recalculated regularly and updated as revisions are made to TOBT.

2.5 For more details on AOP refer to our website at the following URL:  
[www.heathrow.com/aop](http://www.heathrow.com/aop).

## **SCHEDULE 2 – Notification of Aircraft Details**

You must ensure Heathrow is notified of the following aircraft details:

- registration
- type
- certificate of registration holder
- owner, if different to certificate of registration holder
- airline details
- effective dates of operation
- certified noise levels
- certified maximum take of weight (tonnes)
- percentage compliance CAEP emission standard (CAEP 4 and CAEP 6)

### **SCHEDULE 3 – Contact Information**

#### **Email**

Unless otherwise agreed in writing, all information required by these Conditions or requests pursuant to these Conditions should be supplied electronically.

The relevant email addresses for communications are as follows:

General matters:

[lhraircraft\\_charges@heathrow.com](mailto:lhraircraft_charges@heathrow.com)

Payment and delivery information or questions:

[lhraircraft\\_charges@heathrow.com](mailto:lhraircraft_charges@heathrow.com)

Disputes:

[BSC-disputes-management@heathrow.com](mailto:BSC-disputes-management@heathrow.com)

Remittances:

[remittances@heathrow.com](mailto:remittances@heathrow.com)

#### **Telephone**

For all questions regarding these Conditions, please contact our Business Support Centre in the first instance on the following number:

+44 (0)141 585 6000

#### **Post**

Our address for service of notices is as follows:

Heathrow Airport Limited

The Compass Centre

Nelson Road

Hounslow

Middlesex

TW6 2GW

Attention: Aviation Director

The above address is also HAL's registered office.

#### **Invoice queries**

For all questions regarding invoices, you should use the contact details that are set out on the invoice in question.

## SCHEDULE 4 – Charges effective from 1 January ~~2022~~2023

### 1 Movement Charges

This charge is based on the Maximum Take Off Weight and Engine NOx Emissions and noise certification values for sideline, flyover and approach for all flights.

#### 1.1 Noise Charges charged on all movements (landing and take-off)

Noise Charging Categories							
Helicopters	£ <del>1135.16</del> 1200.21						
Fixed wing aircraft not exceeding 16 metric tonnes	£ <del>2246.05</del> 2374.76						
	<del>Chapter 3</del> Ultra-High	<del>Super High</del> Chapter 4 High	<del>Chapter 4 Base</del> High	<del>Base</del> Chapter 14 High	<del>Chapter 14 Base</del> Low	<del>Chapter 14 Low</del> Super	<del>Chapter 14 Super</del> Ultra-Low
Fixed wing aircraft exceeding 16 metric tonnes – outside Night Quota Period	£ <del>9,839.34</del> 9,367.60	£ <del>4,263.71</del> 4,683.80	£ <del>2,787.81</del> 2,341.90	£ <del>1,853.08</del> 1,756.43	£ <del>1,321.75</del> 1,170.95	£ <del>793.71</del> 819.67	£ <del>557.56</del> 468.38
Fixed wing aircraft exceeding 16 metric tonnes – Night Quota Period	£ <del>49,196.70</del> 46,838.00	£ <del>21,318.55</del> 23,419.00	£ <del>13,939.05</del> 11,709.50	£ <del>9,265.40</del> 8,872.15	£ <del>6,608.75</del> 5,854.75	£ <del>3,968.55</del> 4,098.35	£ <del>2,787.80</del> 2,341.90

Qualification criteria for noise charges							
Criteria to be met concurrently	<del>Ultra-High</del> Chapter 3	<del>Super High</del> Chapter 4 High	<del>High</del> Chapter 4 Base	<del>Base</del> Chapter 14 High	<del>Low</del> Chapter 14 Base	<del>Super Low</del> Chapter 14 Low	<del>Ultra-Low</del> Chapter 14 Super-low
Chapter 14 certification or equivalent	NO	NO	NO	YES	YES	YES	YES
Cumulative EPNdB reduction from ICAO Chapter 3 standard of at least*	Less than 10	Less than 15	Less than 17	Less than 20	Less than 23	Less than 26	26 or more

\*This represents the sum of the differences between the certified noise values for a particular aircraft registration at the three monitoring points (sideline, flyover and approach) and the Chapter 3 limits at these points.

1.2 **Night Quota Period Charges:** For any arriving/departing movements that are unscheduled during the Night Quota Period (as defined in condition [25.124.1](#)), Noise

Charges are 5 times the normal charges. We may, at our sole discretion, waive these additional charges in exceptional circumstances.

- 1.3 If you operate aircraft departures which infringe noise thresholds or if you flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPRs) prescribed for the Airport, both as measured by the noise and track monitoring system operated by us, you may be subject to supplemental charges promulgated in directions published by us.

1.4 MTOW 30 tonnes or less

For aircraft which have an MTOW of less than 30 tonnes, a 50% rebate will apply to the applicable noise charges incurred. This rebate does not apply to any flights operated during the Night Quota Period.

~~4.4~~1.5 Emissions Charges

In addition to the Noise Charges, a NOx emission charge is payable on each landing by a fixed wing aircraft over 8,618kg. The charge per kg of NOx is calculated on the Aircraft's Ascertained NOx Emission.

Emissions charge per kg of NOx:

~~£29.53~~£77.27

**2 Departing Passenger Charges**

- 2.1 There is a minimum charge on departure for all passenger flights leaving the Airport. The minimum departure charge is:

Destination	Minimum Departure Charge
Domestic	<del>£778.36</del> <u>£0</u>
Common Travel Area	<del>£820.20</del> <u>£861.20</u>
European	<del>£1,610.84</del> <u>£1,663.97</u>
<del>All other</del> <u>Other D</u> estinations	<del>£2,745.50</del> <u>£2,643.00</u>

- 2.2 The minimum departure charge will apply where the total amount of Departing Passenger Charges incurred by a flight is below the applicable minimum departure charge. For the avoidance of any doubt, movement, parking and any other charges set out in this Schedule 4 and in these Conditions are not included within the minimum departure charge.

- 2.3 Passengers departing to a European Destination shall be subject to a £10.00 load factor discount and in addition passengers departing to a Domestic Destination or a Common Travel Area Destination shall be subject to an additional £7.50 connectivity discount. Flights to Common Travel Area Destinations are subject to a CTA differential charge of £0.25. See condition ~~25.124.4~~ for the meaning of European Destinations, Domestic Destinations and Common Travel Area Destinations. Destinations not designated as a Domestic Destination, Common Travel Area Destination or European Destination will be subject to the Other Destination charge.

- 2.4 The charge per departing Passenger (other than Transfer Passengers or Transit Passengers) with the relevant passenger discount is:

Destination	Charge
European charge with dual discount (with EU load factor and Domestic connectivity discount)	<del>£13.42</del> <u>£14.11</u>
European charge with dual discount (with EU load factor and Domestic connectivity) plus Common Travel Area cost differential	<del>£13.67</del> <u>£14.36</u>
European charge with single discount (with EU load factor discount)	<del>£20.92</del> <u>£21.61</u>
Other Destinations	<del>£54.91</del> <u>£52.86</u>

2.5 The charge per departing Transfer Passenger or Transit Passenger with the relevant passenger discount is:

Destination	Charge
European charge with dual discount (with EU load factor and Domestic connectivity discount)	<del>£10.07</del> <u>£10.58</u>
European charge with dual discount (with EU load factor and Domestic connectivity) plus Common Travel Area cost differential	<del>£10.26</del> <u>£10.77</u>
European charge with single discount (with EU load factor discount)	<del>£15.70</del> <u>£16.21</u>
Other Destinations	<del>£41.18</del> <u>£39.65</u>

2.6 The Remote stand rebate per Passenger is: £4.00

The remote stand rebate applies per Passenger for scheduled flights arriving or departing from a stand which has been designated as remote by us.

### 3 Cargo Charges

3.1 There is a minimum charge on arrival and departure for all cargo-only flights leaving the Airport. The minimum cargo charge is:

<u>Destination</u>	<u>Minimum cargo tonnage load</u>	<u>Minimum Cargo Charge</u>
<u>Domestic/Common Travel Area</u>	<u>10t</u>	<u>£400</u>
<u>European/ Other Destinations</u>	<u>30t</u>	<u>£1,200</u>

3.2 For the avoidance of any doubt, movement, parking and any other charges set out in this Schedule 4 and in these Conditions are not included within the minimum cargo charge.

3.3 A weight-based cargo charge applies to all cargo loaded or unloaded at the Airport whether carried on a cargo-only flight or on a passenger flight:

a) for cargo-only flights, the charge is £40 per tonne on each tonne carried above the minimum cargo tonnage load set out in paragraph 3.1 of this Schedule 4

(rounded up to the nearest tonne) and is payable in addition to the minimum cargo charge.

b) for passenger flights, the charge is £40 per tonne.

### **34** Parking Charges

**3.14.1** The following charges for parking aircraft at the Airport:

- a) Wide Bodied Aircraft
  - (i) there is no charge for the first 90 minutes;
  - (ii) charge per 15 minutes or part thereof after the free period is:  
~~£61.70~~£75.54
- b) Narrow Bodied Aircraft
  - (i) there is no charge for the first 30 minutes;
  - (ii) charge per 15 minutes or part thereof after the free period is:  
~~£29.38~~£35.97

These charges will apply whilst the aircraft is parked on areas designated as Airport parking areas, whether the aircraft is secured to the ground or to a structure on the Airport or is left on the ground unsecured.

**3.24.2** Parking is free between the hours of 2200 and 0559 UTC (GMT).

**3.34.3** Parking on a stand within the Passenger Terminal Area is restricted to a maximum of 24 hours. You shall, if requested by us, remove your aircraft from the Passenger Terminal Area after an accumulated 24 hours, irrespective of any repositioning within the Passenger Terminal Area. Failure to do so will render you liable to a special charge, equivalent to eight times the standard parking charges ignoring any applicable free periods set out in this Schedule 4, for every 15 minutes or part thereof during which the aircraft occupies a stand within the Passenger Terminal Area after the accumulated 24 hours until it departs from the Airport.

**3.44.4** Parking charges will be applied from Chocks On to Chocks Off.

**3.54.5** In this paragraph 3-4 (Parking Charges):

- a) Wide Bodied Aircraft shall include aircraft with the following classifications 332, 333, 343, 346, 358, 359, 351, 388, 744, 763, 764, 772, 74Y, 76B, 77A, 77W, 788, 789; and
- b) Narrow Bodied Aircraft shall include aircraft with the following classifications 100, 318, 319, 320, 321, 733, 738, 73G, AT5, AT7, CR7, E90, E95, ER3, ER4, F70, M81, 75W, 752.

### **45** Policing

**4.15.1** Where any flight imposes an additional policing requirement over and above the services normally provided at the Airport, you shall be required to Pay the costs reasonably and properly incurred by us.

### **56** Tariffs General Notice

**5.46.1** At the Airport, the relevant charges for electricity, fixed electrical ground power, water and sewerage, gas, staff ID cards and vehicle apron passes, staff car parking, hold baggage screening, baggage, airside licences, airport waste services, pre-conditioned air, Heathrow contribution to the funding of the AOC and passenger requiring support (PRS) services as set out in the most recent Tariffs General Notice are payable.



[5.26.2](https://www.heathrow.com/company/doing-business-with-heathrow/regulated-charges) The Tariffs General Notice is accessible here:  
<https://www.heathrow.com/company/doing-business-with-heathrow/regulated-charges>

**67 Rebates**

[6.47.1](#) We have the discretion to grant up to a 100% rebate of the charge on landing of aircraft positioning empty of Passengers for RPT. This rebate will not be granted on flights resulting from a diversion because of bad weather. Prior written application for permission to make the flight and for the grant of the rebate must be made to us by contacting [airline\\_relations@heathrow.com](mailto:airline_relations@heathrow.com) before a landing is to be made.

[6.27.2](#) Our Aviation Director has the discretion to abate or waive any or all of landing, departing passenger or parking charges for any category of traffic they may specify from time to time.

**78 Emergency Support**

[7.48.1](#) As set out in condition [42.913.10](#) above, should we need to arrange and/incur any costs for the provision of (1) any last minute or emergency ground handling support for you and/or (2) any emergency response services for you, the cost of this shall be fully rechargeable to you and shall be payable on demand.

**89 SAF incentive 2022 – 2025: Passenger ATM's**

[8.49.1](#) A SAF Incentive Scheme will apply [for Passenger ATMs](#) between 1 January ~~2022~~ [2023](#) and 31 December ~~2022~~ [2023](#), the terms of which are set out below.

[8.29.2](#) In this paragraph [409](#) of Schedule 4, the following terms shall have the following meanings:

Airline	means an aircraft operator holding a valid operating certificate and who carries passengers to and from the Airport in accordance with these Conditions.
Airline SAF Allocation	means the Airline's allocated share of the SAF tonnage that qualifies for the SAF Incentive Pot.
Airline SAF Proposal	means the tonnage of SAF an Airline proposes to deliver to the Airport between 1 January 2023 and 31 December 2023.
<del>ASK</del> <a href="#">RPK</a>	means the <del>available revenue passenger seat kilometers</del> <a href="#">kilometres</a> for each Airline, based on <del>:(i) actual operations in 2019 where the Airline operated at the Airport during 2019; or (ii) actual operations between December 2020-2021 and November 2021-2022 where the Airline has commenced operations at the Airport since 2019.</del>
SAF	means a qualifying sustainable aviation fuel, as set out in Heathrow's SAF Incentive Guidance.
SAF Credit	means an Airline's share of the SAF Incentive Pot based on the SAF Premium multiplied by the tonnage of SAF delivered by the Airline to the Airport in <del>2022</del> <a href="#">2023</a> , up to a maximum amount of their Airline SAF Allocation.
SAF Incentive Guidance	means the guidance document that Heathrow will endeavour to publish by 1 January <del>2022</del> <a href="#">2023</a> which sets out further technical details and requirements of the Incentive Scheme.
SAF Incentive Pot	means the total SAF Credit to be paid to qualifying Airlines calculated at a maximum of <del>£40m</del> <a href="#">36.97m</a> GBP for <del>2022</del> <a href="#">2023</a> and based on 50% of the SAF Premium required to achieve <del>0</del> <a href="#">1.5</a> % SAF mix at Heathrow.

SAF Premium	means the additional price paid for SAF compared to fossil kerosene fuel, up to a maximum amount of £460 GBP per tonne of SAF.
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~~8.39.3~~ 8.39.3 [By participating in the SAF incentive scheme, you agree that Heathrow can publicise your involvement, unless you give us notice in writing to \[airline\\\_relations@heathrow.com\]\(mailto:airline\_relations@heathrow.com\) that you do not agree for us to do. No details of any individual Airline submissions, allocations, proposals or payments will be published.](#)

~~8.49.4~~ 8.49.4 The maximum cumulative SAF Credit applied across all qualifying Airlines together will be:

- a) £10 million GBP in 2022;
- b) ~~£23.136.97~~ million GBP in 2023;
- c) ~~£48.153.36~~ million GBP in 2024;
- d) ~~£99.107.15~~ million GBP in 2025.

~~8.59.5~~ 8.59.5 Heathrow reserves the right to amend the figures for the SAF Credit, SAF Premium, the maximum cumulative SAF Credit, Airline SAF Allocation and the SAF Incentive Pot from 2023 onwards at its sole discretion for reasons including, but not limited to, changes in the SAF Premium, Government policy or any other factors. [Where, due to external factors, the full SAF Incentive Pot has not been collected by the end of the year, Heathrow reserves the right to reduce the value of any SAF Premium and/or SAF Credits applied to match the amount of the SAF Incentive Pot collected.](#)

~~8.69.6~~ 8.69.6 In order to participate in the SAF Incentive Scheme, Airlines must confirm their intention to participate by 5pm (UK time) on 31 January ~~2022~~2023 and submit details of their Airline SAF Proposal to Heathrow, in the manner set out in the SAF Incentive Guidance. Failure to submit an Airline SAF Proposal in time means the Airline shall not be able to participate in the SAF Incentive Scheme.

~~8.79.7~~ 8.79.7 Following receipt of the Airline SAF Proposal, Heathrow will, by 5pm (UK time) on 14 February ~~2022~~2023, notify the Airline of their Airline SAF Allocation.

~~8.89.8~~ 8.89.8 The Airline SAF Allocation will be calculated by:

- a) reviewing the Airline SAF Proposal;
- b) calculating the proportional ~~ASK~~RPK for each Airline making an Airline SAF Proposal;
- c) dividing the SAF Incentive Pot proportionally between participating airlines, by reference to the cumulative Airline SAF Proposals and ~~ASKs~~RPKs.

~~8.99.9~~ 8.99.9 If, following receipt of all Airline SAF Proposals and calculating Airline SAF Allowances, the scheme is undersubscribed, the SAF Incentive Pot will be reduced accordingly.

~~8.409.10~~ 8.409.10 Subject to these Conditions, where an Airline has delivered SAF to the Airport meeting its Airline SAF Allocation, it may qualify for a SAF Credit.

~~8.149.11~~ 8.149.11 Evidence of SAF delivery to the Airport (in accordance with the requirements set out in Heathrow's SAF Incentive Guidance) must be provided by 5pm (UK time) on 31 January ~~2023~~2024 and will be required for verification prior to allocation of any applicable SAF Credit.

~~8.129.12~~ 8.129.12 If, by 23h59 (UK time) on 31 December ~~2022~~2023, an Airline has not delivered its full Airline SAF Allocation then:

- a) it will not qualify for any SAF Credit; and
- b) if it chooses to participate in the following year of the SAF Incentive Scheme, the Airline’s following year Airline SAF Allocation will be reduced by a percentage amount equivalent to the SAF volume which was not delivered in the previous year.

Heathrow may, at its sole discretion, exempt an Airline from the consequences set out in this paragraph ~~40.149.12-12~~ in circumstances where the Airline has delivered at least ~~95~~<sup>75</sup>% or more of its Airline SAF Allocation, and the reasons for not delivering 100% of its Airline SAF Allocation are wholly outside of the Airline’s control and the Airline can provide evidence supporting such reasons to Heathrow by 31 January ~~2023~~<sup>2024</sup>.

~~8.139.13~~ 9.13 If, prior to the date on which the SAF Credit is applied, an Airline ceases operations at the Airport (including but not limited to, for reasons of insolvency), any SAF Credit relating to that Airline will no longer be applicable.

~~8.149.14~~ 9.14 Subject to these Conditions, any applicable SAF Credit will be implemented by way of a credit to each qualifying Airline’s Heathrow airport charges account by 31 March ~~2023~~<sup>2024</sup> (inclusive). A SAF Credit is non-transferable, has no cash value and cannot be withdrawn or cashed-out in any way. A SAF Credit can only be used against airport charges incurred by way of operations at the Airport. If, as at the date of intended application of the SAF Credit, you have outstanding debts owing to us, you have 21 days in which to confirm which account debt the amount should be receipted against. If no such confirmation is forthcoming, the SAF Credit will be applied so as to be receipted against the oldest outstanding undisputed debt on your Heathrow airport charges account.

**910 SAF incentive 2022 – 2025: Cargo ATM’s**

~~9.4~~10.1 A Cargo SAF Incentive Scheme will apply for Cargo ATMs between 1 January 2023 and 31 December 2023, the terms of which are set out below.

10.2 In this paragraph 10 of Schedule 4, the following terms shall have the following meanings:

<u>Cargo Airline</u>	<u>means an aircraft operator holding a valid operating certificate and who carries cargo on cargo-only flights to and from the Airport in accordance with these Conditions.</u>
<u>Cargo Airline SAF Allocation</u>	<u>means the Cargo Airline’s allocated share of the SAF tonnage that qualifies for the Cargo SAF Incentive Pot.</u>
<u>Cargo Airline SAF Proposal</u>	<u>means the tonnage of SAF a Cargo Airline proposes to deliver to the Airport between 1 January 2023 and 31 December 2023.</u>
<u>RTK</u>	<u>means the revenue tonne kilometres for each Cargo Airline, based on actual operations between December 2021 and November 2022.</u>
<u>SAF</u>	<u>means a qualifying sustainable aviation fuel, as set out in Heathrow’s SAF Incentive Guidance.</u>
<u>Cargo SAF Credit</u>	<u>means a Cargo Airline’s share of the Cargo SAF Incentive Pot based on the SAF Premium multiplied by the tonnage of SAF delivered by the Cargo Airline to the Airport in 2023, up to a maximum amount of their Cargo Airline SAF Allocation.</u>

<u>SAF Incentive Guidance</u>	<u>means the guidance document that Heathrow will endeavour to publish by 1 January 2023 which sets out further technical details and requirements of the Incentive Scheme.</u>
<u>Cargo SAF Incentive Pot</u>	<u>means the total Cargo SAF Credit to be paid to qualifying Cargo Airlines calculated at a maximum of £0.62m GBP for 2023 and based on 50% of the SAF Premium required to achieve 1.5% SAF mix at Heathrow.</u>
<u>SAF Premium</u>	<u>means the additional price paid for SAF compared to fossil kerosene fuel, up to a maximum amount of £460 GBP per tonne of SAF.</u>

9.210.3 By participating in the SAF incentive scheme, you agree that Heathrow can publicise your involvement, unless you give us notice in writing to [airline\\_relations@heathrow.com](mailto:airline_relations@heathrow.com) that you do not agree for us to do. No details of any individual Cargo Airline submissions, allocations, proposals or payments will be published.

9.310.4 The maximum cumulative Cargo SAF Credit applied across all qualifying Cargo Airlines together will be:

- a) £0.62 million GBP in 2023;
- b) £0.55 million GBP in 2024;
- c) £0.88 million GBP in 2025.

9.410.5 Heathrow reserves the right to amend the figures for the Cargo SAF Credit, SAF Premium, the maximum cumulative Cargo SAF Credit, Cargo Airline SAF Allocation and the Cargo SAF Incentive Pot at its sole discretion for reasons including, but not limited to, changes in the SAF Premium, Government policy or any other factors. Where due to external factors, the full Cargo SAF Incentive Pot has not been collected by the end of the year, Heathrow reserves the right to reduce the value of any SAF Premium and/or Cargo SAF Credits applied to match the amount of the Cargo SAF Incentive Pot collected.

9.510.6 In order to participate in the Cargo SAF Incentive Scheme, Cargo Airlines must confirm their intention to participate by 5pm (UK time) on 31 January 2023 and submit details of their Cargo Airline SAF Proposal to Heathrow, in the manner set out in the SAF Incentive Guidance. Failure to submit a Cargo Airline SAF Proposal in time means the Cargo Airline shall not be able to participate in the Cargo SAF Incentive Scheme.

9.610.7 Following receipt of the Cargo Airline SAF Proposal, Heathrow will, by 5pm (UK time) on 14 February 2023, notify the Cargo Airline of their Cargo Airline SAF Allocation.

9.710.8 The Cargo Airline SAF Allocation will be calculated by:

- a) reviewing the Cargo Airline SAF Proposal;
- b) calculating the proportional RTK for each Cargo Airline making a Cargo Airline SAF Proposal;
- c) dividing the Cargo SAF Incentive Pot proportionally between participating airlines, by reference to the cumulative Cargo Airline SAF Proposals and RTKs.

9.810.9 If, following receipt of all Cargo Airline SAF Proposals and calculating Cargo Airline SAF Allowances, the scheme is undersubscribed, the Cargo SAF Incentive Pot will be reduced accordingly.

~~9.9~~10.10 Subject to these Conditions, where a Cargo Airline has delivered SAF to the Airport meeting its Cargo Airline SAF Allocation, it may qualify for a Cargo SAF Credit.

~~9.10~~10.11 Evidence of SAF delivery to the Airport (in accordance with the requirements set out in Heathrow's SAF Incentive Guidance) must be provided by 5pm (UK time) on 31 January 2024 and will be required for verification prior to allocation of any applicable Cargo SAF Credit.

~~9.14~~10.12 If, by 23h59 (UK time) on 31 December 2023, a Cargo Airline has not delivered its full Cargo Airline SAF Allocation then:

- a) it will not qualify for any Cargo SAF Credit; and
- b) if it chooses to participate in the following year of the SAF Incentive Scheme, the Cargo Airline's following year Cargo Airline SAF Allocation will be reduced by a percentage amount equivalent to the SAF volume which was not delivered in the previous year.

Heathrow may, at its sole discretion, exempt a Cargo Airline from the consequences set out in this paragraph ~~11.11-10.12-12~~ in circumstances where the Cargo Airline has delivered at least 75% or more of its Cargo Airline SAF Allocation, and the reasons for not delivering 100% of its Cargo Airline SAF Allocation are wholly outside of the Cargo Airline's control and the Cargo Airline can provide evidence supporting such reasons to Heathrow by 31 January 2024.

~~9.12~~10.13 If, prior to the date on which the Cargo SAF Credit is applied, a Cargo Airline ceases operations at the Airport (including but not limited to, for reasons of insolvency), any Cargo SAF Credit relating to that Cargo Airline will no longer be applicable.

10.14 Subject to these Conditions, any applicable Cargo SAF Credit will be implemented by way of a credit to each qualifying Cargo Airline's Heathrow airport charges account by 31 March 2024 (inclusive). A Cargo SAF Credit is non-transferable, has no cash value and cannot be withdrawn or cashed-out in any way. A Cargo SAF Credit can only be used against airport charges incurred by way of operations at the Airport. If, as at the date of intended application of the Cargo SAF Credit, you have outstanding debts owing to us, you have 21 days in which to confirm which account debt the amount should be receipted against. If no such confirmation is forthcoming, the Cargo SAF Credit will be applied so as to be receipted against the oldest outstanding undisputed debt on your Heathrow airport charges account.

## **SCHEDULE 5 – Procedure for moving/removing Aircraft by HAL**

- 1 In the event that we are required to move/remove an aircraft as a result of a failure by you to comply with an order issued to you under these Conditions:
  - 1.1 We will, where applicable, follow the procedures for the recovery of disabled aircraft set out in our Aerodrome Manual and other relevant operational instructions.
  - 1.2 In other cases, we will provide you with as much notice as is, in all the circumstances, reasonably practicable:
    - a) that we intend to move/remove the aircraft;
    - b) of the proposed location to which the aircraft is to be relocated;
    - c) of the means by which we intend to move/remove the aircraft; and
    - d) of any conditions which may apply to your recovery of the aircraft.
  - 1.3 In the event that the notice referred to in paragraph 1.2 is not practicable we will notify you, as soon as possible:
    - a) that we have moved/removed the aircraft;
    - b) of the location to which the aircraft has been moved; and
    - c) of any conditions which may apply to your recovery of the aircraft.

## **SCHEDULE 6 – Relevant Industry Bodies**

Industry bodies referred to in this document include:

- Heathrow Airline Operators Committee
- Heathrow Airport Users Committee
- International Air Transport Association (IATA)
- Board of Airline Representatives in the United Kingdom (BARUK)
- British Air Transport Association (BATA)
- London Airports Consultative Committee (LACC)
- Heathrow Coordination Committee

and any other organisation that we agree, in writing, is to be considered an industry body for the purposes of these Conditions.

## SCHEDULE 7 – Airline Welfare Protocol

### Rules of Conduct

#### SUMMARY

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This document outlines the standards required from airlines operating at Heathrow in the event of significant disruption, which affects their passengers.

In the interests of passenger welfare when using our Facilities and Services at the Airport Airlines agree to use their best endeavours to comply with the Airline Welfare Protocol.

Airlines are still required to meet their obligations under EC261/2004 (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended, re-enacted or replaced from time to time).

#### 1 COMMUNICATION

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- 1.1 In the event of a flight cancellation Airlines will notify their passengers within 1 hour of the cancellation decision (unless the cancellation is within 1 hour).
- 1.2 In the event of a delay of more than 2 hours in the departure of a flight, airlines will notify their passengers within 1 hour of becoming aware of that delay.
- 1.3 Airlines will provide a representative to participate in the Heathrow Communication and Stakeholder Call.
- 1.4 Airlines that have websites will, in the event of a potential or actual disruption:
  - a) include a generic statement to inform passengers of the potential or actual disruption consistent with the stakeholder call update within 1 hour; and
  - b) provide sufficient website resilience
- 1.5 Airlines will confirm the cancellation or reinstatement of a flight with Airport Co-ordination Limited (ACL) within 30 minutes of the cancellation or reinstatement decision.
- 1.6 Airlines will provide sufficient resilient 24/7 telephone rebooking phone lines with both their main domestic language and English-speaking operators to cope with increased call volumes, activated within 1 hour of a major disruption.
- 1.7 Airlines shall ensure passenger rights leaflets are provided to passengers who are at the airport at all ticket, check-in and information desks.
- 1.8 Airlines shall provide an Informed Representative to communicate with Heathrow operations and co-ordinate with the reservist staff throughout the period of disruption.

#### 2 PROVISIONS

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- 2.1 Airlines shall provide passengers with sustenance (sandwiches or equivalent food vouchers) appropriate to the time of day without charge:
  - a) for short haul flights where the flight is delayed by 2 hours or more
  - b) for long haul flights, where the flight is delayed by 4 hours or more
- 2.2 If the 2 or 4 hour delay (as specified above) is known to the airline at the time the passenger checks in or bag drops at the airport Airlines shall provide this sustenance at that point.



- 2.3 Airlines where possible should encourage passengers to return home.
- 2.4 Airlines shall provide passengers with transfers and hotel accommodation without charge for overnight delays.
- 2.5 Airlines shall provide an Informed Representative at the airport to deploy welfare response with the aim of prioritising Vulnerable Passengers.

### **3 PROCESS FACILITATION AND RESOURCE DEPLOYMENT**

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- 3.1 Airlines representatives shall man desks at the airport to support passenger re-booking throughout the period of disruption.
- 3.2 Airlines shall provide access to multilingual staff (whom as a minimum speak their main domestic language as well as English) throughout the period of disruption.

### **4 DEFINITIONS**

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- 4.1 In this Protocol the following terms shall have the following meanings:

**Airlines** mean the operators of aircraft using Heathrow Airport;

**Heathrow Communication and Stakeholder Call** means the regular airline stakeholder telephone conference calls scheduled by HADACAB during disruptions; (Heathrow ATM Demand And Capacity Balancing)

**Informed Representative** means a designated person based at Heathrow Airport authorised to take decisions on behalf of the airline;

**Notify** means provide appropriate information by SMS text message, email and/or telephone;

**Vulnerable Passengers** means passengers with disabilities, elderly passengers, unaccompanied minors and families with young children;

**Website** means main airline website and any associated websites such as online booking facilities; and

**Sufficient resilience** means demonstrating sufficient resilience to support their Heathrow operations during periods of significant disruption e.g. 40-50 times normal daily traffic, with load testing every six months or procedures in place to offer a reduced service.

### SCHEDULE 8 – Airport Plan

