

Heathrow Airport

Conditions of Use Including Airport Charges from 1 April 2010

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Heathrow Airport Limited

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Preface

(This is not part of the Conditions of Use)

1. This edition replaces the 1 April 2009 edition.
2. Conditions of Use and airport charges for Heathrow Airport Limited are contained in this booklet. The main revisions, effective 1 April 2010, to note are:
 - 2.1. Operators are now required to provide the name and address of a person resident in the United Kingdom authorised to accept service of documents on their behalf and submit to the jurisdiction of the English Courts.
 - 2.2. There are changes in respect of departing passenger charges and air navigation services (ANS) charges.
 - 2.3. The emissions element of the landing fees has been increased to GBP 2.73 per kg of NO_x, based on the Aircraft's Ascertained NO_x Emission (see paragraph 1.1.2).
 - 2.4. The remote stand rebate which applies to both arriving and departing passengers using remote stands has been increased.
 - 2.5. For the purpose of positioning flight rebates, flights between Heathrow and Gatwick no longer qualify.
3. Details of the conditions of use and airport charges at Stansted, Southampton and BAA's Scottish airports (Glasgow, Edinburgh and Aberdeen), are available on the BAA internet site at www.baa.com.
4. Navigation services at the Airport (specifically aerodrome control and certain approach functions) are provided by National Air Traffic Services (NATS) and up to 31 March 2008 were charged for by NATS directly to airlines. Under a Department for Transport decision published 24 July 2007 these services are included in the cost base covered by BAA Heathrow's airport charges from 1 April 2008 onwards and no separate charges will be made by NATS for these services.

Heathrow Airport Limited - Conditions of Use

These Conditions are effective from 1 April 2010.

For any queries regarding invoicing please contact the BAA Business Support Centre (see paragraph 2.3.8), any other queries should be addressed in the first instance to Heathrow Airport Commercial Director's office.

Copies of permits (and the conditions attached thereto) under which Heathrow Airport Limited is permitted to levy charges by the Secretary of State pursuant to the provisions of Sections 38 and 53 of the Airports Act 1986 are available from the airport company.

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1 Interpretation

1.1 Definitions of Terms

- 1.1.1 'Air Transport Flight' means a flight carried out for hire and reward. This comprises all scheduled flights operated according to a published timetable where carriage is offered to the public whether loaded or empty and all flights where the capacity is contracted to another person, but not empty positioning flights.
- 1.1.2 'Aircraft's Ascertained NO_x Emission' means the product of the Engine NO_x Emission as set out in the BAA Emission Database and the number of engines on the aircraft.
- 1.1.3 'Airport charges' means charges levied pursuant to the provisions of section 38 and/or 53 of the Airports Act 1986.
- 1.1.4 'BAA Emission Database' means the database maintained by BAA Limited of Engine NO_x Emission of aircraft operating at the airport covered by these Conditions.
- 1.1.5 'BAA Airports Limited' shall mean BAA Limited (Registered Number 1970855) whose registered office is at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW. The 'Airport Company' shall mean: Heathrow Airport Limited.
- 1.1.6 'Conditions' means these conditions and the schedules to them.
- 1.1.7 'Engine NO_x 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.
- 1.1.8 This data can be accessed at:
www.caa.co.uk/default.aspx?categoryid=702&pagetype=90. In the case of non-jet aircraft engines the figure shall be that provided by the engine manufacturer or if no such figure is provided then as provided in the emissions value matrix. This data can be accessed at the Unique Airport Website:
www.unique.ch/dokumente/?ID_site=2&sp=en&doku=umw_EmissionCharges_2003.pdf&dtit=Emission+Charges+Zurich+Airport+Review+2003. In the absence of any of the above sources then the figure shall be that which the airport company may reasonably determine.
- 1.1.9 'Flight Classification' means classification within the following categories:
- 1.1.9.1 'Domestic Flight' means a flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (excluding any off shore oil or gas rig) and there is no intermediate landing outside these areas;
- 1.1.9.2 'International Flight' means all flights other than Domestic Flights.
- 1.1.10 'Flight' has the same meaning as in the Air Navigation (No.2) Order, 2000, as amended.
- 1.1.11 'General or Business Aviation' means any air traffic not falling into any of the following categories:
- 1.1.11.1 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; or
- 1.1.11.2 non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10; or
- 1.1.11.3 scheduled air services.

- 1.1.12 'International Departing Passenger' means any passenger whose final destination is a place outside the United Kingdom, Channel Islands or the Isle of Man. This definition will be applied in all cases for determining departing passenger charges notwithstanding that such a passenger may be travelling on a domestic flight as defined in paragraph 1.1.9.1 above.
- 1.1.13 'Jet aircraft' means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.1.14 'Maximum Total Weight Authorised' in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.
- 1.1.15 'Non-Jet aircraft' means an aircraft which is not a jet aircraft.
- 1.1.16 'Operator' in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.1.17 'Passenger' means any persons carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.
- 1.1.18 'Schedule of Charges' means the Schedule hereto.
- 1.1.19 'Terminal Arriving Passenger' means any passenger aboard an aircraft at the time of landing other than a Transit Passenger.
- 1.1.20 'Terminal Departing Passenger' means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.
- 1.1.21 'Time of Landing' means the time recorded by National Air Traffic Services as the time of touch down of an aircraft.
- 1.1.22 'Time of Take off' means the time recorded by National Air Traffic Services as the time when the aircraft is airborne.
- 1.1.23 'Transit Passenger' means a passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport, and includes a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.
- 1.1.24 All references in this document to 'passenger charges' refer to the charges on passengers collected by the airlines/agents in the Schedules of Charges.
- 1.1.25 Reference to a 'Certificate of Airworthiness' shall include any validation thereof and any flight manual or performance schedule relating to the aircraft.
- 1.1.26 References to 'Chief Operating Officer of the airport company' and 'Commercial Director of the airport company' shall include a nominated deputy.
- 1.1.27 References to 'the Airport', 'Heathrow Airport' and/or 'Heathrow' shall mean the Aerodrome 12 NM west of London (Charing Cross) as described in Schedule 1 of CAA Aerodrome Licence No. P527.
- 1.1.28 References to 'the Airport Company' shall mean Heathrow Airport Limited (company number 1991017) whose registered office is at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW.

2 Conditions

An Operator using the airport agrees to be bound by the following conditions:

2.1 General

Compliance

- 2.1.1 The Operator will only operate in compliance with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom Aeronautical Information Publication (AIP); and
- 2.1.2 In compliance with instructions, orders or directions published from time to time by the airport company, which may supplement vary or discharge any of the terms and conditions set out herein.

Liability

Neither BAA Limited, nor the airport company, nor their respective servants or agents shall be liable for the loss of or the damage to the aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or taking-off at the airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of BAA Limited, the airport company or their servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result. In any event neither BAA Limited nor the airport company nor their respective servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit) suffered by an Operator.

2.2 Operational

Slots

- 2.2.1 No Operator shall operate to or from Heathrow Airport without first obtaining a slot from Airport Coordination Limited (ACL).
- 2.2.2 If in the opinion of the airport company an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the airport company may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots, such measures may include fining (under the Slot Sanctions Scheme - <http://www.acl-uk.org/slotSanctions.aspx>), and the airport company prohibiting the Operator or particular services of the Operator from the airport for a fixed period of time. The services of an Operator prohibited from another airport owned by BAA Limited in accordance with the equivalent provisions of that airport's Conditions of Use shall not without the express permission of the airport company be relocated to the airport.

Peak Congestion

- 2.2.3 Any Operator of General or Business Aviation, or whole plane cargo services, who operates at Heathrow without the prior permission of the airport company during such 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, may be prohibited by the airport company from operating during such periods of peak congestion for a minimum period of 30 days, unless in the opinion of the airport company the aircraft was required to land at the airport because of an emergency or other circumstance beyond the control of the Operator.

United Kingdom AIP

- 2.2.4 No operator shall operate to or from Heathrow Airport without complying with paragraph 2.1.1 above.
- 2.2.5 If in the opinion of the airport company an Operator fails to comply with any of the requirements for operation contained in paragraph 1(f) or 1(g) of the AD 2.20 Local traffic Regulations section UK AIP, for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, the airport company may adopt such measures as it deems appropriate, such measures may include fining and the airport company prohibiting the operator or particular services of the Operator from the airport for a fixed period of time. The services of an Operator prohibited from another airport owned by BAA Limited in accordance with the equivalent provisions of that airport's Conditions of Use shall not without the express permission of the airport company be relocated to the airport.

Use of Chapter 2 aircraft

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

Ground handling

- 2.2.7 At Heathrow Airport all independent ground handlers and airline self handlers are issued with a licence to operate. This licence contains mandatory performance standards to which the ground handlers must adhere. At Heathrow Airport there is a ground handling change approval process to which all ground handlers must adhere. Airlines and Handlers need to allow sufficient time prior to the proposed start date to allow for the full approval process to be accommodated. Further information on ground handling licences and the change approval process is available from the airport company.

De-icing

- 2.2.8 Airlines operating at Heathrow Airport during the winter schedule must have a contract in place for de-icing of their aircraft with an approved supplier.

Policing

- 2.2.9 At Heathrow Airport, where any flight imposes an additional policing requirement over and above the services normally provided at the airport, the Commercial Director of the airport company shall require the Operator to pay a charge of GBP 200 per turnaround.

Noise supplements

- 2.2.10 At Heathrow, aircraft departures which infringe noise thresholds or aircraft of Operators that flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPR's) prescribed for the airport, both as measured by the noise and track monitoring system operated by the airport company, may be subject to supplements promulgated in directions published by that airport company.

Use of common departure lounges

- 2.2.11 At Heathrow Airport, where a single, shared departures lounge (Common Departure Lounge) for domestic and international passengers is in use, the airport authority will operate a biometric enrolment and validation system for persons travelling on flights departing to destinations in the United Kingdom. This is to mitigate any potential risk of persons entering the United Kingdom illegally.
- 2.2.12 The airline Operator, or its handling agent must provide best efforts to inform* its domestic passengers that they will be required to enrol and validate their identity using such approved methods as are prescribed by the airport company 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.
- 2.2.13 *As a minimum, the airline Operator must state these conditions on their website, and notify passengers at ticket point of sale within the airline Operators control.

Notices and Jurisdiction

- 2.2.14 Where the Operator is resident outside of England and Wales, it shall provide the Airport Company with the name and address of an agent resident in England or Wales authorised to accept service of documents, including legal process, on its behalf. A notification of an agent under this Condition shall be irrevocable unless replaced by another agent resident in England and Wales and notified to the Airport Operator. The Operator will immediately appoint a replacement agent in circumstances where an appointed agent is no longer able to act or is no longer resident in the jurisdiction.
- 2.2.15 The Airport Company shall communicate with the Operator with respect to these Conditions in writing and sent to the address in England and Wales provided under Condition 2.2.14, or to the registered office of an Operator who is 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:
- 2.2.15.1 if delivered by hand, at the time and date of delivery;
 - 2.2.15.2 if sent by first class post, 48 hours from the date of posting;
 - 2.2.15.3 if sent by registered mail, such date as evidenced by postal receipt;
 - 2.2.15.4 if sent by e-mail, if the e-mail is sent on a business day before 14:30, on that day; or in any other case, on the next business day after the day on which it was sent.
- Nothing in these Conditions shall affect the right to serve process in any other manner permitted by law.
- 2.2.16 Whatever the nationality or domicile of an Operator, these Conditions shall be deemed to have been accepted in England in accordance with the law of England and Wales and shall in all respects be construed and interpreted in accordance with the law of England and Wales and the Airport Company and the Operator hereby submit to the exclusive jurisdiction of the Courts of England and Wales 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).
- 2.2.17 Nothing in these Conditions shall be taken to confer a right on an Operator to use the airport without the consent of the Airport Company and the Airport Company reserves the right to withdraw such consent where the Operator has breached these Conditions.

2.3 Payment

- 2.3.1 The Operator shall pay the appropriate charges for landing, taking-off and parking of an aircraft, as set out in the Schedule of Charges. The Operator shall also pay for any supplies, services or facilities provided to him or to the aircraft at the airport by or on behalf of the airport company at the charges determined by the Airport Company. All charges referred to in this paragraph shall accrue on a daily basis and shall become due on the day they were incurred and shall be payable to the airport company on demand and in any event before the aircraft departs from the airport unless otherwise agreed by the airport company (which agreement may be withdrawn at any time at the discretion of the airport company) or unless otherwise provided in the terms for payment included in the invoice for such charges.
- 2.3.2 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to the airport company as if no such tax or charge had been imposed.
- 2.3.3 All sums payable to the airport company are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
- 2.3.4 All sums due which are not paid on the due date shall bear interest at the annual rate of 3% over the current Bank of England Base Rate (subject to a minimum annual interest rate of 6%), calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 2.3.5 Where an aircraft Operator has not used the airport in the previous 12 months (as calculated from the date that the Operator proposes to commence operations), the Commercial Director of the airport company may at his discretion, require a deposit to be lodged with the airport company before flights by that Operator commence. Any such deposit shall be paid to the airport company and shall be in such a sum as the Commercial Director shall consider to be equivalent to the anticipated charges that the aircraft Operator shall incur (based on the anticipated number and type of flight planned) for 3 months of operations by that Operator. Such deposit or the balance then remaining shall be refunded to the Operator when 12 months of service have been completed in accordance with these Conditions or when the Operator ceases to operate any flights from the airport (whichever shall first occur) subject to the right of the airport company (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above provisions.
- 2.3.6 Under the Civil Aviation Act 1982, the airport company has the power to detain aircraft where default is made in the payment of airport charges. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the Operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the Operator at the time the detention begins.
- 2.3.7 The Operator shall not without the express written consent of the airport company be entitled in respect of any claim he may have against the airport company or otherwise to make any set off against or deduction from the charges provided for in these Conditions. He must pay such charges in full pending resolution of any such claim.
- 2.3.8 Any queries relating to invoices should be logged with the Credit Control Department at the BAA Business Support Centre within 10 days of the invoice date. Contact numbers for the BAA Business Support Centre are shown on our invoices and statements.

2.4 Data

2.4.1 Data requirements are as follows:

2.4.2 The Operator shall, or shall ensure that its appointed handling agent, furnish on demand, in such form as the airport company may from time to time determine:

- 2.4.2.1 fleet details including Maximum Total Weight Authorised (MTOW in kilograms as per paragraph 1.1.14 above), noise characteristics of each aircraft owned or operated by the Operator (see paragraph 3.1.1 to 3.1.13 below) and engine specifications and associated NOx levels (see paragraphs 1.1.2, 1.1.4, 1.1.7 and 1.1.8).
- 2.4.2.2 new and amended ownership or registration details to be advised before the 20th of the month preceding first usage.
- 2.4.2.3 scheduled time of operation (in UTC) of all flights from point of origin to Heathrow Airport with flight durations greater than 4 hours.
- 2.4.2.4 flight plan call signs.

Payload data

2.4.3 The Operator shall, or shall ensure that its appointed handling agent, furnish on demand, in such form as the airport company may from time to time determine:

- 2.4.3.1 information relating to the movement of its aircraft or aircraft handled by the agent at the airport of the airport company within 24 hours of each of those movements. This will include the information about the total number of terminal and transit passengers (including children and infants) and the total weight of cargo and mail (expressed in Kilograms) embarked and disembarked at the airport.
- 2.4.3.2 details of the Maximum Total Weight Authorised (see Paragraph 1.1.14) in respect of each aircraft owned or operated by the Operator.
- 2.4.3.3 details of the engine NOx emissions (see paragraph 1.1.7 and 1.1.8) in respect of each aircraft owned by the Operator.
- 2.4.3.4 name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.

Operational data

2.4.4 The Operator shall also provide or ensure that its handling agent provides to the airport company details of all aircraft Operators by the timely transmission of complete and accurate operational data preferably by automatic electronic means using (and conforming to) IATA messaging and communications standards.

2.4.5 The required operational data includes:

- 2.4.5.1 aircraft registration (including aircraft substitutions)
- 2.4.5.2 variations to schedule (including flight number, aircraft type, route and scheduled time of operation)
- 2.4.5.3 estimated times of operation
- 2.4.5.4 actual times on and off stand
- 2.4.5.5 stand departure delays greater than 15 minutes
- 2.4.5.6 turnaround linked flight numbers and registrations (including changes)
- 2.4.5.7 an Estimated Departure (ED) time to an accuracy of +/- 5 minutes
 - 2.4.5.7.1 Airport - Collaborative Decision Making (A-CDM) at Heathrow Airport is a joint initiative between the Aircraft Operators, Ground Handlers, NATS and Heathrow Airport Limited. 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 and in particular to optimise the turn round process to ensure the best possible coordination of resources.
 - 2.4.5.7.2 A-CDM specifically depends on the accurate and prompt provision of updates to the Estimated Time of Departure (ETD) made by sending standard IATA departure messages e.g. ED messages. As part of A-CDM the Estimated Time of Departure is referred to as the Target Off Block Time (TOBT). All Airline Operators at Heathrow must update TOBTs for any changes of +/- 5 minutes or greater either directly or via their appointed ground handling provider in a timely manner. From 20 minutes before departure Air Traffic Control use TOBTs to sequence aircraft for departure so it is critical that these times are accurate.
 - 2.4.5.7.3 The existing requirement to update the EOBT to +/- 15 minutes remains.
 - 2.4.5.7.4 For more details on A-CDM refer to the BAA website (www.heathrowairport.com/airside).
- 2.4.6 The following data is also required:
 - 2.4.6.1 advance passenger details – forward booking information
 - 2.4.6.2 baggage information messages (BIM's): BTM, BSM, BPM, BUM, BNS, BCM
 - 2.4.6.3 misconnected baggage information – MSF world tracer report

2.4.7 The following standard IATA messages should be used:

MVT	AIRCRAFT MOVEMENT MESSAGE	IATA AHM	780 (NI, ED, AD, AA)
LDM	LOAD MESSAGE	IATA AHM	583
SLS	STATISTICAL LOAD SUMMARY	IATA AHM	588
DIV	AIRCRAFT DIVERSION MESSAGE	IATA AHM	781
ASM	ADHOC SCHEDULED MESSAGE PROC	IATA AHM	785 CHAPTER 5 (CNL)
PSM	PASSENGER SERVICE MESSAGE	IATA RP	1715
PTM	PASSENGER TRANSFER MESSAGE	IATA RP	1718
BIM	BAGGAGE INFORMATION MESSAGE	IATA RP	1745
MSF	WORLD TRACER FAULT STATION LOG		

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

Standard for MESSAGE FORMATS	IATA AHM	080
Standard for MESSAGE CORRECTIONS	IATA AHM	081
AIRPORT CODES	IATA AHM	010
DELAY INFORMATION CODES	IATA AHM	011
Form of INTERLINE BAGGAGE TAG	IATA RES	740

2.4.9 For Heathrow, messages to be sent as follows:

Address LHRBAYA	MVT, LDM, SLS, DIV, ASM
Address LHRT7X	PTM, MSE, PSM and forward booking information
SITA MDS (Message Distribution Service)	all Baggage Information Messages (BIM's)

2.4.10

2.4.10.1 BAA would expect airlines to start to follow the messaging process as specified in IATA RP1800 where possible.

Data verification

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

2.4.12 Where the Operator, or its handling agent, fails to provide the information required in paragraph 2.4.2 within the period stipulated herein the airport company shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger capacity, the Maximum Total Weight Authorised (see paragraph 1.1.14) and the maximum NO_x emissions level (see paragraphs 1.1.2, 1.1.4, 1.1.7 and 1.1.8), of the aircraft type.

Data delivery

2.4.13 Queries regarding data delivery should be addressed to:

Email: bsc-traffic_charges@baa.com
 Tel.: 0141 585 6000

3 Airport Charges

3.1 Charge on Landing

- 3.1.1 At Heathrow the relevant charges for the landing and the subsequent take-off of aircraft as set out in the Schedule of Charges are payable.
- 3.1.2 The charge on landing will be assessed and payable on the basis of the Maximum Total Weight Authorised (see paragraph 1.1.14) as recorded by the airport companies on 1 April of each year, the Aircraft's Ascertained NO_x Emission (see paragraph 1.1.2) and noise certification values for sideline, flyover and approach.

Base charge on landing - Chapter 3 and non - jet aircraft

- 3.1.3 The base charges on landing as set out in the Schedule of Charges, will apply to jet aircraft over 16 metric tonnes which meet the noise certification standards of ICAO Annex 16 Chapter 3. When applying for these base charges, documents attesting that the aircraft complies with Chapter 3 noise certification standards must be produced. If they are not, the aircraft may be treated as a Chapter 2 aircraft for charging purposes.
- 3.1.4 Non-jet aircraft and all aircraft not exceeding 16 metric tonnes will automatically qualify for the base charges and therefore no application need be made under paragraph 3.1.3.

Non chapter 3 aircraft

- 3.1.5 The Chapter 3 base charge on landing, calculated in accordance with the Schedule of Charges, will be increased to three times for aircraft failing to meet Chapter 3 noise certification standards as a minimum or any non certificated aircraft.
- 3.1.6 Application for the base charge on landing or Chapter 2 surcharge, and the relevant documentation, should be sent to:

Commercial Director
Heathrow Airport Limited

Chapter 3 high charge

- 3.1.7 Aircraft deemed to be Chapter 3 high aircraft in accordance with the provisions of Condition 3.1.8 will be subject to a weight charge on landing of 150% of the Chapter 3 base charge, unless the Operator of the aircraft can provide to the airport company satisfactory noise certification data which demonstrates that the aircraft noise performance is 5 or more EPNdB below Chapter 3 certification limits prescribed in Volume 1, Part II, Chapter 3 of Annex 16 to the Convention on International Civil Aviation based on the arithmetic sum of the differences between certificated levels and the Chapter 3 noise limits at the approach, lateral and flyover points.
- 3.1.8 Chapter 3 aircraft including the following types will be deemed Chapter 3 high:

AN124	BAC1-11	Boeing 707/720B
Boeing 727-100/200	Boeing 737-200	Boeing 747-100/200/300/SP
Douglas DC-80/50/62/63	Douglas DC-9/30/40/50	Douglas DC10-10
Fokker F28	IL-62M	IL- 86
TU-134A	TU-154M	YAK-42

- 3.1.9 The airport company will use its discretion in levying this charge pending submission of any certification data as outlined in paragraph 3.1.7 and, if an aircraft qualifies for the Chapter 3 base charge, consideration of retrospective claims for the lower charge.

Chapter 3 minus

- 3.1.10 This charge will apply to those jet and non-jet aircraft in excess of 16 metric tonnes which, on BOTH ARRIVAL AND DEPARTURE, have a Quota Count of 0.25, 0.5 or 1, or are exempt, as described under Section 3 of the London/Heathrow Noise Restriction Notice, currently published as a supplement to the UK AIP by the Civil Aviation Authority on behalf of the Department for Transport.
- 3.1.11 The above supplement is revised twice a year, and until an aircraft type is included in the supplement, the airport company will use its own discretion in classifying the Quota Count of that aircraft type. In the event of this happening, no subsequent retrospective claim for a lower charge on landing will be considered by the airport company.

Chapter 4 charge

- 3.1.12 This charge will apply to those jet and non-jet aircraft in excess of 16 metric tonnes which
- 3.1.12.1 were first put into service on or after 1 January 2006 and meet the noise certification standards of ICAO Annex 16 Chapter 4. Documents attesting that the aircraft complies with Chapter 4 noise certification standards must be provided to the airport company. Documents showing the maximum take off weight (MTOW) and noise certification values for sideline, flyover and approach, attesting that the aircraft complies with Chapter 4 noise certification standards, must be provided to the airport company, or
- 3.1.12.2 can demonstrate that they meet the noise certification standards of ICAO Annex 16 Chapter 4. Documents showing the maximum take off weight (MTOW) and noise certification values for sideline, flyover and approach, attesting that the aircraft complies with Chapter 4 noise certification standards, must be provided to the airport company.
- 3.1.13 If they are not, the aircraft may be treated as a Chapter 3 aircraft for charging purposes, and the airport company will use its own discretion for any subsequent retrospective claim for a lower charge on landing.

Emissions charge

- 3.1.14 A NO_x emissions charge applies to all aircraft over 8,618kg. See the Heathrow Schedule of Charges.

Air Navigation Services charge

- 3.1.15 The relevant Air Navigation Services (ANS) charges as set out in the Schedule of Charges are payable.

3.2 Charge on Departing Passengers

- 3.2.1 The relevant charges for departing passengers as set out in the Schedule of Charges are payable.

Arrivals / departures from remote stands

- 3.2.2 Where a flight arrives or departs from a stand which has been designated as a remote stand a rebate to the charge of Terminal Departing Passenger will be allowed as set out in the Schedule of Charges, based on the number of Terminal Arriving Passengers and Terminal Departing Passengers using remote stands. Such rebate will not apply to the extent that it reduces the charges on departing passengers to below the level of the relevant minimum charge on departure set out in the Schedule of Charges.

3.3 Aircraft Parking Charges

- 3.3.1 The relevant charges for aircraft parking as set out in the Schedule of Charges are payable.
- 3.3.2 The charges for parking of aircraft at the airport will be assessed and payable on the basis of the Maximum Total Weight Authorised (see paragraph 1.1.14) as recorded by the airport company on 1 April of each year.
- 3.3.3 Parking charges will be based on the total number of quarter hours or part thereof that an aircraft has been parked on areas designated as airport company parking areas.
- 3.3.4 These charges will apply whether the aircraft is secured to the ground or to a structure on the airport or is left on the ground unsecured.
- 3.3.5 A peak charge will apply to an aircraft which occupies a pier served stand in the Passenger Terminal Area between 0700 UTC(GMT) and 1229 UTC(GMT) from 1 April to 31 October. During this period of time each minute parked will count as three minutes for the purpose of calculation of parking charges.
- 3.3.6 Stand numbers 101 to 161 inclusive and 164 to 596 inclusive, comprise the Passenger Terminal Area for this purpose.
- 3.3.7 Parking charges will accrue immediately after landing subject, at the discretion of the airport company, to a taxi time allowance of 8 minutes.
- 3.3.8 Parking is free between the hours of 2200 and 0559 UTC (GMT) from 1 April to 31 March.
- 3.3.9 Parking on a stand within the Passenger Terminal Area (see paragraph 3.3.6) is restricted to a maximum of 24 hours. All Operators shall remove their aircraft after an accumulated 24 hours, irrespective of any repositioning. Failure to do so will render them liable to a special charge, equivalent to eight times the standard parking charges set out in the Schedule of Charges, for every hour or part of an hour during which the aircraft remains in position after the accumulated 24 hours.
- 3.3.10 The Chief Operating Officer of the airport company may at any time order an aircraft Operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified in it will render the Operator liable to a special charge, equivalent to eight times the standard parking charges set out in the Schedule of Charges, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired.
- 3.3.11 The Commercial Director of the airport company has discretion to decide in the light of the particular circumstances at the airport to abate or waive the charges set out in the Schedule of Charges in relation to the parking of aircraft at certain times and periods or on certain parts of the airport. In this event, the Commercial Director will supply the details of the terms and conditions of the abatement or waiver of the charges on the request of any Operator who parks aircraft at the airport and the Operator may apply to the Commercial Director for these terms and conditions.
- 3.3.12 No abatement or waiver of the parking charges will be granted except in accordance with the terms of paragraph 3.3.11 above and paragraph 4.3.1.

3.4 Minimum Charge on Departure

- 3.4.1 There is a minimum charge on departure for all flights at Heathrow Airport as set out in the Schedule of Charges.

3.5 Tariffs General Notice

- 3.5.1 At Heathrow the relevant charges for electricity, fixed electrical ground power, water and sewerage, low temperature hot water, domestic hot water, chilled water, gas, staff ID cards and vehicle apron passes, staff car parking, baggage, check-in desks and common use self service (CUSS), airside licences, airport waste services, pre conditioned air and passengers with reduced mobility are set out in the most recent Tariffs General Notice are payable.
- 3.5.2 See for example:
http://www.heathrowairport.com/assets/Internet/Heathrow/Heathrow%20downloads/Static%20files/GeneralNoticefor10_11Final.pdf

4 Rebates

4.1 Training Flights

- 4.1.1 The Chief Operating Officer of the airport company has discretion to negotiate agreements at special rates for flying training programmes to be carried out at the airport.
- 4.1.2 The Chief Operating Officer may determine special rates for programmes of test and training flights by helicopters.

4.2 Positioning Flights

- 4.2.1 The Commercial Director of the airport has discretion to grant a 100% rebate of the charge on landing of aircraft positioning empty for public transport flights. For this purpose, a public flight shall be any flight operated for hire or reward by an aircraft with a Maximum Total Weight Authorised (see paragraph 1.1.14) in excess of 16 metric tonnes or such a flight by a smaller aircraft, where carriage is offered to the public on a regular basis according to a published timetable. This rebate will not be granted on flights resulting from a diversion because of bad weather.
- 4.2.2 The rebate will apply only to positioning flights between Heathrow and Stansted airports.
- 4.2.3 Prior written application for permission to make the flight and for the grant of the rebate must be made to the Commercial Director of the airport at which the landing is to be made.

4.3 Other Rebates

- 4.3.1 The Commercial Director of the airport company has the discretion to abate or waive landing, departing passenger or parking charges for any category of traffic he specifies and/or when they consider it is in the interest of the airport company to encourage the development of traffic at the airport.

5 Heathrow – Schedule of Charges

5.1 Charge on Landing

Charge is based on the Maximum Total Weight Authorised (see paragraph 1.1.14) and NO_x emissions (see paragraphs 1.1.2, 1.1.4, 1.1.7 and 1.18).

Domestic and International Flights

(GBP)	
Helicopters	196.00
Fixed wing aircraft not exceeding 16 metric tonnes	776.00
	♦Ch 2 & Non Cert @Ch3 High *Ch 3 Base •Ch3 Minus ^Ch4 or Equivalent
Fixed wing aircraft over 16 metric tonnes	2,328.00 1,164.00 776.00 698.40 659.60

Night Period Between 0000 – 0329 UTC (GMT) 1 April to 31 October and 0100 – 0429 UTC (GMT) 1 November to 31 March the charge will be 2.5 times the base charge.

***Base Charges** – These apply to jet aircraft meeting the requirements of ICAO Annex 16 Chapter 3, to non-jet aircraft and to all aircraft not exceeding 16 metrics tonnes (see paragraph 3.1.3 and 3.1.4).

♦Surcharges - The base charge is subject to a 200% surcharge for ICAO Annex 16 Chapter 2 jet aircraft and for jet aircraft not meeting Chapter 2 noise certification standards (see paragraph 3.1.5).

@ The Chapter 3 high charge applies to those Chapter 3 aircraft whose certified noise performance lies within 5EPNdB of Chapter 3 limits (see paragraph 3.1.7 to 3.1.9).

•The Chapter 3 minus charge applies to jet and non-jet aircraft in excess of 16 metric tonnes with QC values on BOTH ARRIVALS AND DEPARTURES of 0.25, 0.5, 1.0 or are exempt (See paragraph 3.1.10 and 3.1.11).

^ The Chapter 4 or Chapter 4 equivalent charge applies to aircraft which were first put into service on or after 1 January 2006 and/or meet the noise certification standards of ICAO Annex 16 Chapter 4 (See paragraph 3.1.12).

In addition to the above charges a NO_x emission charge is payable on each landing by a fixed wing aircraft over 8,618 Kg. The charge per kg of NO_x based on the Aircraft's Ascertained NO_x Emission (see paragraph 1.1.2) is:

Emissions Charge	(GBP)
Emissions charge per kg of NO _x	2.73

In addition to the above an Air Navigation Services (ANS) charge is payable on landing as follows:

ANS Charge	(GBP)
Charge per landing	71.43
Charge per metric tonne	0.97

5.2 Charges on Passengers (collected by airlines / agents)

Charges payable at all times, per terminal departing passenger.

(GBP)	
Domestic	13.43
International	22.97
International (Republic of Ireland)	17.38
Remote Stand Rebate	3.79

The remote stand rebate applies per terminal passenger for flights arriving at or departing from stands which have been designated remote (see paragraph 3.2.2).

5.3 Aircraft Parking Charges

The standard charges for parking aircraft will be based on its Maximum Total Weight Authorised (see paragraph 1.1.14)*.

Charges per quarter hour or part thereof:

GBP 7.08 plus 11.3p per metric tonne

***Peak parking element** – occupation of a pier served stand in the Passenger Terminal Area (see paragraph 3.3.6) between 0700 and 1229 UTC (GMT), 1 April to 31 October - each minute will count as three minutes (see paragraph 3.3.5). At other times the standard charge will apply.

5.4 Minimum Charge on Departure

○ For all flights:

Charges per departing flight (see paragraph 3.4.1):

	(GBP)
Minimum charge on departure	220.00

Note: The above charges are exclusive of Value Added Tax (see paragraph 2.3.3). For other rebates please see sections 3 and 4 above.

5.5 Tariff Charge

The rates set out in the most recent Tariffs General Notice (see paragraph 3.5.1 and 3.5.2).