

DATED _____ **202[1]**

HEATHROW AIRPORT LIMITED

and

[NAME OF LICENSEE]

HEATHROW AIRPORT
GROUND OPERATIONS LICENCE

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THIS LICENCE is made on the _____ day of _____ 202[1]

BETWEEN

- (1) **HEATHROW AIRPORT LIMITED** whose registered office is at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW and whose registered number is 01991017 (“**HAL**”); and
- (2) **[NAME]** whose registered office is at [registered address] and whose registered number is [number] (“**Licensee**”)

each a “Party” and together the “Parties”.

WHEREAS

- (A) Pursuant to the Regulations (originally implementing the Directive), HAL has agreed to grant to the Licensee a licence to provide Approved Services at the Airport subject to the terms of this Licence.
- (B) This Licence encompasses HAL’s compliance with the obligations set out in the Regulations and the conditions of HAL’s licence issued by the Civil Aviation Authority under the Civil Aviation Act 2012.
- (C) The Licensee warrants and represents that it has necessary skill, experience and Equipment to provide Approved Services in accordance with Good Industry Practice.
- (D) It is a criminal offence under the Byelaws to carry out any Groundhandling Services or to offer any services for reward at the Airport without first obtaining permission from HAL. An executed copy of this Licence amounts to the required consent and is the only form of consent that will be provided by HAL to the Licensee for the provision of the Approved Services.
- (E) HAL may amend the terms of this Licence at any time by providing the Licensee with three (3) months’ written notice of the amendment(s).

1. Definitions and Interpretation

1.1 For the purposes of this Licence the following expressions shall have the meanings given below unless the context requires otherwise:

Accident	means an unplanned event that results in injury, ill health or damage;
Accommodation	has the meaning given in clause 27;
Airbridge	means a moveable piece of equipment connecting aircraft with terminal gates or other Airside locations HAL may designate from time to time that allows Passengers to board or disembark from aircraft;
Airbridge Licence	means a licence other than a Driving Licence permitting the operation of an Airbridge;
Airline Passenger	means the rules of conduct set out in Schedule 8 of the

Welfare Protocol	Heathrow Airport Conditions of Use which confirms HAL's expectations of the assistance and welfare that airlines and their representatives using the Airport will provide to their passengers during times of disruption (as amended or replaced from time to time), a copy of which is set out in HAL's Conditions of Use available at https://www.heathrow.com/company/doing-business-with-heathrow/flight-conditions-of-use ;
Airport	means all the land and buildings shown in Schedule 1 of the Byelaws forming London Heathrow Airport;
Airport Community App	means the application used by HAL to communicate operational updates to the Licensee;
Airport ID Pass	means the identification pass granted by HAL under its ID Pass Scheme and the terms and conditions of the ID Pass Scheme to Licensees and/or Licensee Personnel;
Airport User	means any natural or legal person responsible for the carriage of Passengers, mail and/or cargo by air from, or to the Airport;
Airside	means the movement area of the Airport, adjacent terrain, buildings and portions thereof to which access is restricted, and (a) the movement area of the Airport, adjacent terrain and buildings or portions thereof, access to which is restricted, such as certain cargo and aircraft maintenance facilities (Other Airside Areas); (b) Airside areas where, in addition to access being restricted, other aviation security standards are applied (Security Restricted Area) and (c) (i) all areas of the Airport that are accessible by screened departing Passengers; (ii) all areas through which screened departing hold baggage may pass or in which screened unsecured hold baggage may be held; and (iii) any part of the Airport that has been designated for parked aircraft to be boarded or loaded, as well as areas as determined by HAL and notified to the Licensee from time-to-time; (Critical Part of the Security Restricted Areas);
Airside Driving Permit	means the permit issued by or on behalf of HAL and paid for by the Licensee as is required under ASDRVE_OSI_006 (as amended or replaced from time to time) in order for a person to be allowed to drive Airside;
Airworthiness Directives	means those applicable directives issued by the European Union Aviation Safety Agency ("EASA") on behalf of the EC in accordance with Regulation (EU) 2018/1139 which set out requirements regarding the continuing airworthiness aircraft, as they form part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
Applicable Law	means any legislation at any time relating to or applicable to the provision of Groundhandling Services or any lawful requirement or demand of any court, governmental body or regulatory

	authority (including the Regulator) having authority over HAL or the Licensee in respect of which compliance is obligatory;
Applicable Standards	means any generally recognised industry or service standard or code of practice (including British and European Standards and Codes of Practice) which relates to airport operation, security and Groundhandling Services;
Approved Services	means those Groundhandling Services provided by the Licensee at the Airport under a Groundhandling Contract which has been notified to HAL and for which HAL has given its approval under this Licence, as more particularly set out in Schedule 1;
Audit	means any audit carried out under the process set out in clause 15;
Byelaws	means the Heathrow Airport Limited Byelaws, 2014 (as amended or replaced from time to time);
Change of Control	means in respect of the Licensee the acquisition of Control of the Licensee by any person or persons acting in concert (within the meaning of the City Code on Takeovers and Mergers) who did not previously exercise Control of the Licensee or any person who has Control of the Licensee;
Charges	means the charges set out in the Tariffs General Notice from time to time;
Classified Drug	means any drug or substance the possession and/or consumption of which would be illegal in England without a valid doctor's prescription;
Community	means an economic and political association of certain European countries in the European Union;
Confidential Information	<p>means, in relation to each Party, all information of a confidential nature relating to the business and/or operations of that party (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:</p> <ul style="list-style-type: none"> a) any trade secrets, processes, customer lists, databases, trading details, information in relation to employees and officers or other information or activities of a confidential nature or which is commercially sensitive or price sensitive relating to either Party or third parties (including details of activities, businesses or finances of any such company); b) any other information specifically designated by a party as confidential; c) any such information subsisting in any intellectual

	<p>property of either Party;</p> <p>d) any information concerning airport security, law enforcement or investigations by authorities; and</p> <p>e) the provisions and subject matter of this Licence;</p>
Control	has the meaning described in section 1124 of the Corporation Tax Act 2010;
Data Protection Requirements	has the meaning described in clause 18;
Delay Code	means the AHM 780 Aircraft Movement Message;
Directive	means Council Directive 69/67/EC of 15 October 1996 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;
Dispute Resolution Procedure	means the process described in clause 26;
Driving Licence	means any applicable government-issued driving licence (or certificate of competence equivalent) as set out under ASDRVE_OSI_006 (as amended or replaced from time to time) and that is required to lawfully drive at the Airport;
Effective Date	means the date of this Licence;
Environmental Standards	means those environmental standards issued by HAL from time to time;
Equipment	means all tools, appliances, protective clothing, safety equipment, Standard Vehicles, Specialised Vehicles, trailers, signs, and barriers required or used by the Licensee or Licensee Personnel in providing the Groundhandling Services, including (as the context so permits or requires) HAL's equipment;
Fault Reporting System	means the system and telephone numbers for reporting equipment that is defective or in need of servicing notified by HAL to the Licensee from time to time;
Force Majeure Event	<p>means the following: act of God, act of terrorism, war, explosions, fires, floods, volcanic eruption, volcanic ash cloud, tempests, earthquake, insurrection, riot, civil disturbance, rebellion, strike, lock-out or labour dispute but excluding:</p> <p>a) any industrial action occurring within the organisation of the Affected Party or any of its subcontractors; or</p> <p>b) the failure by a subcontractor of the Affected Party to perform its obligations under any subcontract;</p>

General Notice	means the notice issued by HAL from time to time setting out information regarding Groundhandling Services, Airside operations services, Airside driving, and Airside vehicle permits at the Airport;
Good Industry Practice	means that degree of skill, care, prudence and foresight and operating practice or generally recognised industry or service standard which would reasonably and ordinarily be expected of a skilled and experienced airport or groundhandling operator;
Groundhandler Scorecard	means the groundhandler performance report as issued by HAL from time to time;
Groundhandling Approvals Board	means the HAL colleague group which is charged with reviewing applications in relation to Groundhandling Services and other airside operations services at the Airport as set out in the General Notice;
Groundhandling Contract	means the contract between the Licensee and the Airport User, or Primary Groundhandler, for the provision of Groundhandling Services at the Airport;
Groundhandling Services	means those groundhandling services as more particularly described in the annex to the Directive entitled "List of Groundhandling Services";
Ground Operations Manual	means the Licensee's manual detailing the procedures the Licensee follows to ensure compliance with Health and Safety Standards, including but not limited to, in relation to Ramp Services;
Ground Support Equipment	is the support equipment used to service the aircraft between flights including powered and non-powered equipment;
Group	means, in respect of any Party, that party and its holding companies and subsidiaries together with all subsidiaries of such holding companies and subsidiaries from time to time;
HAL Data	<p>means all data (however recorded, preserved or disclosed) relating to HAL and its operations including but not limited to data relating to:</p> <ul style="list-style-type: none"> a) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of HAL or HAL's Group; and b) the operations, processes, product or service information, know-how, designs, trade secrets or software of HAL of HAL's Group, <p>but not including any data that is or becomes generally available to the public other than as a result of its disclosure by the Licensee;</p>

HAL's Licencing Team	means HAL's Airside licencing team;
HAL Notices	means all instructions, notices and directions issued by HAL from time to time. These include, but are not limited to, the Tariffs General Notice, Operational Notices, and other general notices;
Health and Safety Standards	means those health and safety standards issued by HAL from time to time;
IATA	means the International Air Transport Association;
IATA Standard Ground Handling Agreement	means the IATA standard agreement template for groundhandling at airports (as amended from time to time);
ID Pass Scheme	means the arrangements operated by HAL for the prior authorisation of individuals with an Airport ID Pass and motor vehicles to enter various areas of the Airport on an unescorted/escorted basis and all continuing administration and management relating thereto;
Insolvency Event	<p>means the occurrence of any of the following:</p> <ul style="list-style-type: none"> a) the Licensee or a member of its Group is unable or admits inability to pay its debts as they fall due or is deemed (within the meaning of section 123(1) of the Insolvency Act 1986) to or declared to be unable to pay its debts under applicable law, suspends or threatens in writing to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling its indebtedness; b) a moratorium is declared in respect of any indebtedness of the Licensee or a member of its Group; c) any corporate action, legal proceedings or other legal procedure or formal step is taken in relation to: <ul style="list-style-type: none"> i. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement, composition, compromise, assignment or otherwise) of the Licensee or any member of its Group other than a solvent liquidation or reorganisation of the Licensee or any member of its Group which is not an Obligor; ii. a composition, compromise, assignment or arrangement with any creditor by the Licensee or any member of its Group; or iii. the appointment of a liquidator (other than in respect

	<p>of a solvent liquidation of the Licensee or a member of its Group which is not an Obligor), receiver, administrative receiver, administrator, special administrator, compulsory manager, monitor or other similar officer in respect of the Licensee or any member of its Group or any of its material assets,</p> <p>or any analogous procedure or step is taken in any jurisdiction;</p>
Just Culture	means a culture in which staff or other persons are not punished for actions, omissions or decisions taken by them that are commensurate with their experience and training, but in which gross negligence, wilful violations and destructive acts are not tolerated (as set out in EC Regulation 376/2014, 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);
ISAGO	means IATA'S Safety Audit for Ground Operations;
Landside	means any area of the Airport that is not Airside;
Licence	means this Licence, together with any schedules and appendices hereto;
Licence Fee	means the figure published in the Tariffs General Notice from time to time;
Licence Infringement Notice	means the notice issued from time to time by HAL detailing the Licensee's breach of the terms and conditions of this Licence;
Licence Period	means the period set out in clause 4;
Licensee Personnel	means all employees, officers, contractors, subcontractors and agents engaged by or on behalf of the Licensee in connection with the provision of Approved Services at the Airport;
Limited Duration Vehicle Apron Pass	means a Vehicle Apron Pass issued by HAL for a limited period of time only;
Losses	means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses;
Lost Time Injury	means any work-related illness or injury that results in time lost from work. This category of injury does not include any time lost the same workday (as the injury) but starts when time is lost from the next workday or work shift;
Material Breach	means a breach of the Licensee's obligations under this Licence relating to a safety, security, payment or critical performance obligation, or where indicated that breach of a

	provision would be a Material Breach;
Material Change in Circumstance	means any significant business change of the Licensee that might reasonably affect the operation or performance of the Approved Services;
Notified Contract	means a contract for Groundhandling Services that has been notified to and agreed by HAL in accordance with clause 2 of this Licence;
Obligor	means the counterparty and its guarantor (if any);
Operational Advice Notice or OAN	means a notice from HAL advising of operational changes at the Airport;
Operational Notice	means a notice issued by HAL, including but not limited to Operational Safety Instructions, Operational Advice Notices, safety alerts, security notices, safety notices and Terminal Notices;
Operational Requirements	means the operational requirements of HAL as notified to the Licensee from time to time;
Operational Safety Instruction or OSI	means all instructions, notices or directions from time to time in force issued by HAL relating to safety or the proper operation of the Airport, usually listed at http://www.heathrowairport.com/airside and otherwise available from HAL on written request by the Licensee (as amended or replaced from time to time);
Passenger	means any natural person arriving at or departing from the Airport on an aircraft;
Performance Improvement Plan	has the meaning set out in clause 19.3(a) of this Licence;
Performance Review	means the assessment of Licensee's provision of Groundhandling Services against the standards set out in Schedule 3;
Performance Standards	means the standards as are set out in Schedule 3 of this Licence;
Primary Groundhandler	means a groundhandling company who has been appointed by an Airport User under a Valid Subcontractor Contract;
Prohibited Substance	means any drug, substance or liquid that is not a Classified Drug or illegal for possession or consumption but when taken results in an effect likely to impair the safe and proper delivery of Groundhandling Services at the Airport;
Ramp Services	means the services as more particularly described at Paragraph 3 of Schedule 2;

Regulations	means the Airports (Groundhandling) Regulations 1997;
Regulator	means any regulator or regulatory body (including the Civil Aviation Authority) or any person acting on its behalf or appointed pursuant to its instructions which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Licence or other affairs of HAL;
RIDDOR	means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;
Safety Incident	an occurrence, condition, or situation arising in the course of work that resulted in or could have resulted in injuries, illnesses, damage to health, or fatalities;
Safety Investigations Team	means HAL's team responsible for investigating any Accidents or Safety Incidents that occur Airside;
Safety Management System	means a comprehensive management system designed to manage safety elements in the workplace including but not limited to: policies, objectives, organisational arrangements, risk management, training, plans, procedures, monitoring, review and continuous improvement;
Security Standards	means those security standards and/or communications issued by HAL to the Licensee from time to time;
Specialised Vehicles	means passenger carrying vehicles over 17 seats (driver and 16 passengers), large commercial vehicles equal to or above 7.5 tonne maximum authorised mass and purpose-built vehicles or equipment such as hi-lift vehicles, unit load device ("ULD") carriers, ULD loaders, tugs, toilet trucks, loading elevators and/or a vehicle where the specialist body or fitments represent over 50% of the new purchase price;
Spillage	means a spillage of any hazardous goods, liquids, substances or waste that could cause pollution to the environment, such as aviation fuel, hazardous chemicals, hydraulic fluid or foul water or any other polluting substances;
Standard Vehicles	means terminal buggy, cars, vans, 4X4, pick-ups, passenger carrying vehicles up to 17 seats (driver and 16 passengers), light commercial vehicles less than 7.5 tonne maximum authorised mass fitted with simple bodywork such as flatback or box body, where the value of the new chassis represents over 50% of the total vehicle price;
Station Manager	means that person with overall responsibility for managing the Licensee's day to day operations at the Airport;
Tariffs General Notice	means the notice issued by HAL from time to time setting out the relevant charges for items including but not limited to: electricity, fixed electrical ground power, water and sewerage,

	low temperature hot water, domestic hot water, chilled water, gas, staff identity 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, IT services and infrastructure, persons requiring support, the Airline Operators Committee (AOC) and the use of other airport facilities and services;
Terminal Notices	means all instructions, notices or directions from time to time in force issued by HAL relating to safety or the proper operation of the Airport within the terminal footprint;
Valid Subcontractor Contract	means an executed contract between an Airport User and a Primary Groundhandler substantially in the form of the IATA Standard Ground Handling Agreement;
VAT	means value added tax as defined in the Value Added Tax Act 1994 (and legislation supplemental to it) and including any other tax from time to time replacing it or of a similar fiscal nature, or its equivalent charged in other jurisdictions;
Vehicle Apron Pass	means the security pass affixed to vehicles and self-propelled motorised equipment as required under EC Regulation 300/2008 (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) for all vehicles and self-propelled motorised equipment Airside at the Airport; and
Working Day	means any day which is not a Saturday, Sunday or bank or public holiday in England.

- 1.2 References to the singular include the plural and vice versa. References to one gender include all other genders.
- 1.3 The recitals, Schedules and any annex or appendix to such Schedules form part of this Licence and references to this Licence include the recitals, Schedules and any annex or appendix to a Schedule.
- 1.4 A reference to any clause, sub-clause, paragraph, Schedule, Schedule parts, part or exhibit is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, Schedule, Schedule parts, part or exhibit of and to this Licence.
- 1.5 Any reference to this Licence or to any other document shall include any permitted variation, amendment or supplement to such document.
- 1.6 A reference to any enactment, order, regulation or other similar instrument or legislation shall be construed as referring to any enactment, order, regulation or other similar instrument or legislation which replaces, re-enacts, amends or consolidates such enactment, order, regulation or other similar instrument or legislation (with or without modification) at any time.
- 1.7 Any reference to a person includes individuals, firms, partnerships and corporations and their successors and permitted assignees or transferees.

- 1.8 The clause, sub-clause, Schedule, Schedule part, part, exhibit and (where provided) paragraph headings and captions in the body of this Licence do not form part of this Licence and shall not be taken into account in its construction or interpretation.
- 1.9 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.10 Words in parentheses and italics appearing after a clause reference or a reference to a schedule part are inserted for ease of reference only. If there is any discrepancy between the clause reference and the words in parentheses and italics appearing after a clause reference, the latter shall prevail.
- 1.11 The terms "holding company" and "subsidiary" have the meaning given in section 1159 of the Companies Act 2006.
- 1.12 If there is any conflict or inconsistency between the provisions contained in the main body of this Licence and any provisions contained in the schedules or of any document(s) mentioned in this Licence, the provisions contained in the main body of this Licence shall prevail save to the extent that any provision in a schedule or of any document(s) mentioned in this Licence is expressly stated as taking priority.
- 1.13 Nothing in this Licence shall constitute or be construed as constituting or establishing any agency, partnership or joint venture between the Parties to this Licence for any purpose whatsoever.

2. Licence to Operate

- 2.1 In consideration of the payment by the Licensee of the Licence Fee to HAL, HAL grants to the Licensee a non-exclusive licence for the Licence Period to provide, in accordance with the terms of this Licence, the Approved Services (as have been approved under the terms of this Licence and are indicated in Schedule 1 of this Licence) in respect of any Notified Contracts, at the Airport.
- 2.2 Before the Licensee can provide Groundhandling Services at the Airport, the Licensee must submit, in accordance with the terms set out in the General Notice, details of the Groundhandling Contract to HAL for consideration, in accordance with the following process:
 - a) contract notifications should be submitted no less than 90 days prior to the proposed commencement of the provision of the Groundhandling Services;
 - b) once a contract has been notified to HAL, HAL will consider the contract as set out in the General Notice and whether the proposed services can be accommodated at the Airport;
 - c) if the proposed services can be accommodated and approved, HAL will specify a date on or after which the provision of those Groundhandling Services under the Notified Contract can commence ("**Services Start Date**"); and
 - d) the Licensee acknowledges that if a contract notification is not submitted at least ninety (90) days prior to the proposed commencement of the provision of the Groundhandling Services, then the Services Start Date may be later than requested.

- 2.3 Other than Approved Services under Notified Contracts, the Licensee may not provide any other Groundhandling Services at the Airport to any Airport Users and/or Primary Groundhandlers and/or any other persons without first obtaining the written permission of HAL.
- 2.4 Nothing in this Licence shall confer on the Licensee any right of access to the Airport in circumstances in which access to the Airport is restricted.
- 2.5 The Licensee must, within ten (10) Working Days, notify HAL of:
- a) any Material Change in Circumstance; and
 - b) in relation to any contract to provide Groundhandling Services to an Airport User and/or a Primary Groundhandler and/or any other person:
 - i. any new contract award (which must then be submitted in accordance with the provisions of clause 2.2 of this Licence);
 - ii. any contract extension (including but not limited to where a contract is due to become a rolling contract);
 - iii. any contract scope change (which must then be submitted in accordance with the provisions of clause 2.2 of this Licence); and/or
 - iv. any contract termination, expiry or other loss of a contract.

3. Licence Suspension

- 3.1 Where the Licensee's Notified Contract(s) are expired and the Licensee no longer holds any active Notified Contract for Approved Services at the Airport, the Licensee may request that HAL suspend this Licence for a period of up to three (3) months whilst the Licensee endeavours to obtain a further contract for the provision of Groundhandling Services at the Airport ("**Licence Suspension**").
- 3.2 HAL at its sole discretion may accept or reject a request for a Licence Suspension. Where such a request is accepted by HAL, this Licence will not terminate automatically in accordance with clause 19.5.
- 3.3 Without prejudice to the terms of any other agreement for Accommodation with HAL, in advance of the commencement of any Licence Suspension period, the Licensee must remove all Equipment, vehicles and any other Licensee property from all areas of the Airport including but not limited to the Airside area and HAL shall be entitled to suspend:
- a) all Airside access permissions for any Licensee Personnel; and/or
 - b) all Airside access permits for any vehicles, plant and/or Equipment used by the Licensee and/or the Licensee Personnel.
- 3.4 If within the Licence Suspension period, the Licensee obtains a new contract to provide Groundhandling Services at the Airport, it should notify the contract to HAL in accordance with clause 2 of this Licence and if approved, the Licence Suspension will end as of the Services Start Date.

4. Licence Period

- 4.1 This Licence shall commence on the Effective Date and shall continue in force for five (5) years unless terminated earlier in accordance with clause 19.

5. Licensee Undertakings

- 5.1 The Licensee undertakes to HAL that it will (and procure that the Licensee Personnel will) at all times throughout the Licence Period:

- a) provide the Approved Services in accordance with Good Industry Practice, Applicable Standards, industry guidance, Operational Notices and Applicable Law;
- b) provide the Approved Services in accordance with the Performance Standards and keep for a minimum of 6 (six) months any information relevant to those standards for HAL to inspect;
- c) comply at all times with:
 - i. the Byelaws;
 - ii. the Health and Safety Standards and any other Airport health and safety requirements;
 - iii. the Environmental Standards;
 - iv. the Security Standards and the terms and conditions of the ID Pass Scheme; and
 - v. all relevant HAL Notices, including but not limited to, all relevant Operational Safety Instructions and procure that these instructions are promptly and sufficiently communicated to the Licensee Personnel.
- d) disseminate all relevant HAL Notices promptly to such persons as identified therein and comply with those directions and/or instructions in the manner and within the time period as may be stated therein;
- e) have sufficient Equipment and resource to enable effective and safe handling of aircraft and/or baggage;
- f) not do (and ensure that the Licensee Personnel do not do) anything that could put HAL in breach of Applicable Law; and
- g) not drive any vehicle including but not limited to Standard Vehicles and Specialised Vehicles without the relevant Driving Licence and Airside Driving Permit (as applicable).

- 5.2 Failure to comply with all or any part of clause 5.1 is a Material Breach.

- 5.3 The Licensee shall:

- a) in accordance with clause 2 of this Licence, not provide any Groundhandling Services at the Airport that are not Approved Services under a Notified Contract;
- b) submit the two-digit Delay Code to HAL on request;

- c) immediately report to HAL any Equipment of HAL that:
- i. has been damaged either by the Licensee or any Licensee Personnel;
 - ii. has been damaged by any other person on the airfield (to the extent that the Licensee or any Licensee Personnel are aware of the damage); and/or
 - iii. is defective or in need of repair or servicing,
- all such reports shall be made using the Fault Reporting System;
- d) promptly notify HAL whenever it has reasonable grounds to believe:
- i. that any Licensee Personnel, Standard Vehicles, Specialist Vehicles, Equipment or any other person or physical property involved in delivering the Approved Services have been involved in an Accident or Safety Incident at the Airport that has caused any damage to an aircraft, infrastructure, Licensee Personnel, Standard Vehicles, Specialist Vehicles, Equipment or any other person or physical property; and/or
 - ii. that any unsafe acts, practices or conditions have taken place or subsist at the Airport;
 - iii. that any failure or other event is likely to have a detrimental effect on the Licensee's ability to provide the Approved Services in accordance with this Licence;

Where applicable, notification under this clause 5.3.d) should be made in accordance with any relevant HAL Notice(s) (as amended or replaced from time to time).

- e) not do or omit to do (and procure that the Licensee Personnel do not do or omit to do) anything which in the reasonable opinion of HAL results in (or may result in) damage to HAL's reputation;
- f) take all reasonable steps to ensure that in the performance of this Licence neither the Licensee nor the Licensee Personnel cause any wrongful interference whatsoever to Passenger services or security or security operations, the operations of HAL or its contractors or any person at or on the Airport and shall ensure that neither it nor the Licensee Personnel wrongfully interferes with any plant, ways, works, appliances or other property belonging to HAL or to any other person;
- g) take all reasonable steps to ensure that no damage is caused to any property of HAL or any tenant, customer or concessionaire of HAL or any person at the Airport, and shall take reasonable steps to ensure that no pollution of air, water or land occurs, including any pollution by fuel, and that no nuisance and/or any risk to the health of any person at the Airport is either created or aggravated;
- h) obtain and maintain in force for the duration of this Licence any licences, permissions, authorisations, consents and permits needed to supply the Approved Services in accordance with this Licence;
- i) provide (and procure that the Licensee Personnel provide) the Approved Services in a professional and efficient manner without interruption to Passenger services

and at all times in accordance with the Operational Requirements and HAL Notices;

- j) provide (and procure that the Licensee Personnel provide) the Approved Services in a neat, clean and safe manner and without causing any nuisance, annoyance, disturbance or inconvenience to HAL or any third party;
- k) allow HAL at all reasonable times and without notice to inspect the provision of the Approved Services;
- l) not to do or omit to do (and procure that the Licensee Personnel do not do or omit to do) anything that may cause HAL any Losses;
- m) not, without the prior written consent of HAL, to permit the entry of any Licensee Personnel or any other person in or upon any part of the Airport from which the general public are excluded except as may be necessary for the purposes of providing the Approved Services;
- n) liaise and co-operate (and procure that the Licensee Personnel liaise and cooperate) with other persons authorised by HAL to provide services to Airport Users and/or Primary Groundhandlers and/or any other person at the Airport;
- o) cooperate and assist in any safety investigation performed by or on behalf of HAL;
- p) cooperate (and procure that the Licensee Personnel cooperate) with HAL when essential maintenance work is carried out by or on behalf of HAL at the Airport;
- q) cooperate (and procure that the Licensee Personnel cooperate) with HAL when there is any industrial action affecting the Airport;
- r) during disruption, support any Airport Users/Primary Groundhandlers and/or any other person, with whom the Licensee has a contract, with compliance with the Airline Passenger Welfare Protocol;
- s) ensure relevant Licensee Personnel download the Airport Community App and refer to information provided therein;
- t) not display any name, writing, notice, sign, placard, poster, sticker or advertisement anywhere in the Airport other than one showing only the Licensee's name (as used in this Licence) or official trading name or branding unless permitted to do so in writing by HAL; and
- u) notify HAL within 7 days if Licensee Personnel permitted to drive Airside ceases to be employed by the Licensee.

5.4 In accordance with clause 5.3.d), the Licensee shall promptly notify HAL of all relevant Accidents, Safety Incidents, unsafe acts, practices or conditions. Where required by a HAL Notice or following HAL's request, the Licensee agrees to submit to HAL's Safety Investigation Team as soon as practicable, a further report setting out comprehensive details of any investigation (including but not limited to details of the root cause) conducted by the Licensee into the relevant incident. The report should include details of the findings and recommendations. HAL has the right to circulate anonymised details of the incident, any safety findings, root cause findings and observations to third parties who, in the opinion of HAL, may be interested in such information. Where it is not possible to sufficiently anonymise such details prior to circulation, HAL shall

request the consent of the Licensee to circulate (such consent not to be unreasonably withheld or delayed).

5.5 The Licensee must provide HAL with a current copy of the Licensee's:

- a) Safety Management System, including a specific Airside safety policy and contact details of the people responsible for legal, environmental issues, health and safety and operations at the Licensee's organisation;
- b) resilience plan, including but not limited to the Licensee's response to aircraft incidents, environmental incidents, severe weather, industrial action, supply interruptions, IT disruption, flight disruption, vehicle and/or aircraft recovery, and Passenger welfare;
- c) certificates of all insurance held by the Licensee necessary for the performance of the Approved Services, including but not limited to those set out in clause 22.

Where the Licensee updates, amends or replaces any of the above, an updated copy should be provided to HAL.

5.6 The Licensee must provide at HAL's request, or if requested as part of the audit process and/or following a safety event, a current copy of the Licensee's:

- a) Safety Management System, including but not limited to, the health and safety at work policy and arrangements for the provision of competent health and safety advice, training, planning, monitoring and review;
- b) environmental policy, including but not limited to how the Licensee addresses air and water pollution and waste management;
- c) anti-bribery, corruption and modern slavery policies (in accordance with clauses 10 and 11 of this Licence);
- d) health and safety risk assessment process and risk assessment documentation, including but not limited to, all work undertaken Airside;
- e) Airside safety induction policy setting out the Licensee's Airside safety training targets in respect of the induction training, safety training, safety skills training, general training, and refresher training;
- f) drug and alcohol policy, which should cover the Licensee's procedures in respect of alcohol, Classified Drugs and Prohibited Substances, which demonstrates the Licensee's commitment to complying with the requirements of the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012;
- g) documentation evidencing a Just Culture;
- h) training records and details of how Licensee Personnel are updated with Operational Safety Instructions and changes at and to the airfield or terminals;
- i) Ground Operations Manual and operational procedures; and
- j) ISAGO station accreditation certificate for their Heathrow Airport station (where it is required to be held under Paragraph B.1 of Schedule 3 of this Licence).

- 5.7 If the Licensee's ISAGO accreditation for their Heathrow Airport station is revoked or suspended or expires, the Licensee shall notify HAL within five (5) working days.
- 5.8 The Licensee shall provide to HAL upon request a copy of the Licensee's business continuity and contingency plan for the Airport. Such plan shall reflect and comply with the Performance Standards, Environmental Standards, and Security Standards and deal with in particular, but without limitation:
- a) aircraft incidents;
 - b) Airport incidents;
 - c) terrorist incidents;
 - d) environmental incidents;
 - e) Safety Incidents;
 - f) severe weather;
 - g) geological disruption;
 - h) industrial action;
 - i) supply interruptions;
 - j) IT disruption;
 - k) flight disruption; and
 - l) Passenger welfare.
- 5.9 The Licensee shall appoint a representative responsible for liaising with HAL on matters relating to health and safety management and shall ensure that a suitably competent and properly qualified person attends all relevant safety meetings.
- 5.10 The Licensee further warrants to HAL that it will not directly or indirectly at any time:
- a) falsely represent itself as being HAL, or being connected with or interested in HAL or HAL's Group; or
 - b) do or say anything likely or calculated to lead any person, firm or company to withdraw from or cease to continue offering to HAL any rights of purchase, sale, import, distribution or agency then enjoyed by it; or
 - c) include the names or logos of HAL or any member of HAL's Group, or any other word or words resembling the same, in any title of any business which it may carry on, or in any marketing materials, or on the Licensee's website, without the prior written permission of HAL,
- and the Licensee acknowledges and agrees with HAL that sub-clauses a) to c) inclusive each constitute an entirely separate severable and independent covenant and restriction on it.
- 5.11 For the purposes of this Licence, the Licensee is an independent licensee and shall have no right, power or authority whatsoever to create any obligation, express or

implied, on behalf of HAL or any member of HAL's Group and shall have no authority to represent HAL as an agent or to incur liabilities or obligations binding upon any member of HAL's Group.

- 5.12 The Licensee acknowledges, without prejudice to the terms and conditions of the ID Pass Scheme, that where any Licensee Personnel are identified as being involved in any wrongdoing or a breach of the terms of this Licence, HAL may suspend and/or withdraw that person's Airport ID Pass and any permission to access the Airport.

6. Groundhandler Scorecard

- 6.1 This clause applies only where aspects of the Licensee's operational performance is measured by way of a Groundhandler Scorecard.
- 6.2 At appropriate times (as determined at HAL's sole discretion), HAL will (acting reasonably) set required performance metric(s) ("**Performance Score**") by reference to the measures assessed in the Groundhandler Scorecard (as amended or replaced from time to time) and will communicate the required Performance Score to the Licensee along with the period for which that Performance Score will be applicable.
- 6.3 HAL may (acting reasonably) amend the required Performance Score and applicable time period for which that Performance Score is applicable.
- 6.4 Where a Performance Score has been specified by HAL, the Licensee shall ensure that their relevant score(s) remain at or above the level of the required Performance Score.
- 6.5 HAL may publish the Licensee's Performance Scores from time to time.

7. Licence Fee, Invoicing and Payment

- 7.1 The Licence Fee and Charges are exclusive of VAT.
- 7.2 The Licence Fee shall be paid annually in advance for the duration of the Licence Period.
- 7.3 The Licensee shall pay to HAL the standard user Charges in respect of facilities and services supplied to the Licensee by HAL. Such Charges shall include, but are not limited to:
- a) check-in desk usage and common use self-service charges;
 - b) departure baggage hall usage charges;
 - c) staff car park charges;
 - d) ID pass charges;
 - e) hold baggage charges;
 - f) PRM charges;
 - g) utilities such as electricity, water, sewerage, low temperature hot water, domestic hot water, chilled water, gas;
 - h) fixed electrical ground power

- i) Vehicle Apron Passes;
 - j) Airside licences;
 - k) Airport waste services;
 - l) pre-conditioned air;
 - m) IT services; and
 - n) any other charges reasonably incurred by HAL,
- together in each case with VAT on such Charges.

- 7.4 The Licensee shall pay the Charges to HAL monthly in arrears, except the Charges listed at Clauses 7.3(f), (h) and (l), which shall be paid upon demand by HAL.
- 7.5 The Licensee shall pay to HAL in full any costs which HAL shall incur in connection with the provision of the Approved Services, including but not limited to, any Spillage clean-up costs, as well as any applicable rent and other sums due for Accommodation, Equipment parking areas, and other properties in accordance with the terms of the relevant lease or other agreements.
- 7.6 All sums due which are not paid within thirty (30) days of the invoice date shall bear interest at the annual rate of 8% over the current Bank of England Base Rate, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive).
- 7.7 If the Licensee fails to pay amounts payable under this Licence when they fall due, this will amount to a Material Breach.
- 7.8 If the Licensee fails to adhere to the payment terms set out in this Licence on more than one occasion, HAL may require the Licensee to pay any Charges and/or any other amounts due under this Licence, weekly, fortnightly or monthly in advance. Any variation to the payment requirements shall be communicated to the Licensee 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.
- 7.9 The Licensee shall not be entitled to any right of set-off or deduction from the Licence Fee, the Charges and/or any other payments made in accordance with this Licence. All payments shall be made in full without deductions (including taxes or charges). If 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 HAL as if no such tax or charge had been imposed.
- 7.10 Any queries relating to invoices shall be raised with the Credit Control Department at the HAL Business Support Centre within ten (10) Working Days of the invoice date. Contact numbers for the HAL Business Support Centre are shown on HAL's invoices and statements.

8. Contract Management and Requirements

- 8.1 Each Party shall appoint at least one appropriate representative ("**Representative**") to manage the relationship with the other Party. If the Licensee fails to appoint a

Representative, the Licensee's Station Manager shall be the Licensee's Representative.

- 8.2 If requested by HAL, the Representatives must meet at least quarterly in order to, amongst other things, discuss the performance by the Licensee of its obligations under this Licence.
- 8.3 If requested by HAL, a formal Performance Review will take place at a senior strategic level on an annual basis throughout the Licence Period, such review to be held before each anniversary of the Effective Date.
- 8.4 Each Party shall notify the other of the name of its Representative following any personnel changes.

9. Licensee Personnel

- 9.1 The Licensee shall ensure that the Approved Services are provided by a sufficient number of appropriately experienced, qualified, competent and trained personnel who have appropriate knowledge of Groundhandling Services.
- 9.2 The Licensee shall ensure that the Licensee Personnel:
 - a) receive suitable training on activities in restricted areas of the Airport, security, health and safety, crisis management, environmental protection, and the operation of Airside vehicles and Equipment, and that those personnel operate in accordance with such training;
 - b) comply with such rules, regulations and requirements (including those relating to security and safety) as may be in force from time to time for conduct of persons when at the Airport (including but not limited to the Byelaws and the terms and conditions of the ID Pass Scheme);
 - c) comply with all applicable HAL Notices, including but not limited to all Operational Safety Instructions;
 - d) are aware of the reporting arrangements in place in respect of any incidents (including but not limited to environmental, operational, security incidents or Safety Incidents);
 - e) are made aware of the Licensee's obligations under this Licence;
 - f) are able to read, write and speak English to a sufficiently high standard, such that they are able to understand instructions and warning notices;
 - g) are trained in HAL's Airport evacuation procedures and, if any part of the Airport needs (in the opinion of HAL) to be evacuated, assist with such evacuation;
 - h) wear and properly display their identity cards issued by HAL at all times whilst on the Airport, comply with the terms and conditions of the ID Pass Scheme and ensure that such cards are surrendered to HAL immediately upon any member of staff ceasing to be employed by the Licensee at the Airport;
 - i) do not possess or consume alcohol, or any Classified Drug or Prohibited Substance or be under the influence of the same whilst anywhere on the Airport;

- j) have contractual arrangements with the Licensee that include obligations to comply with the Performance Standards, Environmental Standards, Security Standards, and HAL Notices;
- k) are informed and trained in the safe working methods necessary for performing the Approved Services including the safe driving of Specified Vehicles and Standard Vehicles and safe use of Equipment;
- l) have the appropriate Driving Licence and Airside Driving Permit (as applicable) at all times where responsible for driving any vehicle or equipment Airside at the Airport including but not limited to Specified Vehicles, Standard Vehicles and Equipment;
- m) understand that the Road Traffic Act 1988 applies to the public Airport road network and comply with any restrictions in place on the road network from time to time, including but not limited to, speed limits and parking restrictions;
- n) comply with all speed limits and other applicable rules when driving a vehicle whether Airside or Landside;
- o) conduct themselves in a professional manner at all times but particularly within the Passenger facing areas of the Airport;
- p) do not cause any damage to the professional reputation of the Airport or HAL; and
- q) do not behave in a manner which in HAL's reasonable opinion is unsafe or unprofessional.

9.3 HAL may, on reasonable grounds and by written notice to the Licensee, refuse to admit any Licensee Personnel onto, or withdraw permission for such persons to remain at, the Airport if:

- a) the Licensee Personnel have failed to comply with clause 9.2 above; or
- b) it comes to HAL's attention that the Licensee Personnel have previously failed to comply with clause 9.2 whilst employed by another person at the Airport.

The Licensee shall comply with the terms of the notice issued by HAL.

9.4 The Licensee shall, at its own expense, ensure that all Licensee Personnel working at the Airport are provided with PPE where applicable and wear high visibility garments securely fastened when Airside, protective clothing and uniforms that are compliant with safety standards and appropriate to their duties which are easily identified by means of (i) a prominent identity tag issued by HAL and (ii) the Licensee's company logo displayed in accordance with OSI 042 (as amended or replaced from time to time).

9.5 The Licensee shall at all times be liable for all matters relating to the engagement or employment of the Licensee Personnel, including terms of employment or engagement, benefits, health and safety and pay (the "**Employment Terms**") and all or any Losses (including any liability to taxation, redundancy costs and dismissal costs and any other claims) made or threatened by, on behalf of or in connection with, the Licensee Personnel (the "**Claims**"). The Licensee agrees to indemnify and keep HAL indemnified in respect of any Losses which it may suffer or incur relating to the Employment Terms (including the cost of Employer's National Insurance contributions or any other similar tax/levy) and the Claims.

10. Anti-Bribery and Corruption

- 10.1 The Licensee shall not and shall procure that the Licensee Personnel shall not solicit or accept any gratuities, or offer, give or agree to give to any employee, contractor, agent or representative of HAL any gift or consideration of any kind which could act as an inducement or reward for doing (or refraining from doing) any act in relation to this Licence.
- 10.2 The Licensee shall take all reasonable steps (in accordance with Good Industry Practice) to prevent fraud or bribery, including by the Licensee Personnel, in the performance of the Approved Services.
- 10.3 The Licensee warrants that it has not paid commission or agreed to pay commission to HAL or any person employed by or on behalf of HAL in connection with this Licence.
- 10.4 The Licensee shall:
- a) comply with all Applicable Law, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
 - b) have and maintain in place (and shall ensure that its employees and Licensee Personnel adhere to) throughout the Licence Period its own policies and procedures (including adequate procedures under the Bribery Act 2010) to ensure compliance with the Bribery Act 2010;
 - c) promptly report to HAL any request or demand for any undue financial or other advantage of any kind received by the Licensee or any of the Licensee Personnel in connection with the performance of this Licence;
 - d) immediately notify HAL in writing if any foreign public official becomes an officer or employee of the Licensee or Licensee Personnel, or acquires a direct or indirect interest in the Licensee or Licensee Personnel (and the Licensee warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Licence); and
 - e) on request by HAL, certify in writing compliance with this clause 10 by the Licensee and all persons associated with it including the Licensee Personnel. The Licensee shall provide such supporting evidence of compliance as HAL may reasonably request.
- 10.5 The Licensee shall ensure that any person associated with it (including the Licensee Personnel) who is performing services or providing goods in connection with this Licence is bound by terms equivalent to those imposed on the Licensee in this clause 10. The Licensee shall be responsible for the observance and performance of this clause 10 and shall be directly liable to HAL for any breach by such persons of such terms.

11. Modern Slavery

- 11.1 The Licensee shall:
- a) comply with all Applicable Law, statutes and regulations relating to modern slavery, including the Modern Slavery Act 2015;

- b) have and maintain in place (and shall ensure that its employees and Licensee Personnel adhere to) throughout the Licence Period its own policies and procedures (including adequate procedures under the Modern Slavery Act 2015) to ensure compliance with the Modern Slavery Act 2015; and
 - c) on request by HAL, certify in writing compliance with this clause 11 by the Licensee and all persons associated with it, including the Licensee Personnel. The Licensee shall provide such supporting evidence of compliance as HAL may reasonably request.
- 11.2 The Licensee shall ensure that any person associated with it (including the Licensee Personnel) who is performing services or providing goods in connection with this Licence is bound by terms equivalent to those imposed on the Licensee in this clause 11. The Licensee shall be responsible for the observance and performance of this clause 11 and shall be directly liable to HAL for any breach by such persons of such terms.

12. Assignment and Subcontracting

- 12.1 The Licensee shall not, without the prior written consent of HAL, such consent to be requested in accordance with the terms set out in the General Notice, assign the benefit of, novate or otherwise transfer this Licence (or any part of it) to any other person.
- 12.2 The Licensee shall not subcontract provision of any Approved Services at the Airport without the prior written consent of HAL via HAL's Licencing Team, such consent to be requested in accordance with the terms set out in the General Notice.
- 12.3 A Licensee's request to subcontract any Approved Services (or part of an Approved Service) should be submitted to HAL in accordance with the General Notice, ninety (90) days prior to the intended commencement of the subcontracted Approved Services and must be accompanied by:
- a) an AHM 810 or executed subcontract setting out sufficient detail (in the sole opinion of HAL) of the Approved Services which have been subcontracted, including but not limited to, details of the work scope, location, duration, insurance, safe working procedures, risk assessments and method statements; and
 - b) evidence of the subcontractor's membership of the ID Pass Scheme.
- 12.4 Consent for subcontracting will not be provided where the Groundhandling Services in question are not Approved Services under a Notified Contract.
- 12.5 If HAL at its sole discretion provides such consent, which for the avoidance of doubt (subject to clause 21.5) it shall have no liability for delaying or withholding, then:
- a) the Licensee may only subcontract those Approved Services which HAL has, at its sole discretion, agreed the Licensee may subcontract;
 - b) the Licensee must procure that any and all of its subcontractors who are providing Groundhandling Services at the Airport first obtain a Ground Operations Licence from HAL. Failure to comply with this clause 12.5(b) will amount to a Material Breach; and

- c) the Licensee will remain primarily liable for the provision of the Approved Services under the terms of this Licence and shall be liable for the acts and/or omissions of its subcontractor.

12.6 Where HAL has reasonable cause to assert that the performance of a subcontractor is not satisfactory, or such subcontractor is not acting reasonably, HAL may withdraw its consent in relation to such subcontractor by giving notice to the Licensee, such withdrawal of consent to take effect on deemed receipt of the notice by the Licensee, as set out in clause 25.

13. Reports and Records

13.1 During the Licence Period and for a period of six (6) years thereafter, the Licensee shall keep full, true and accurate records of its compliance and non-compliance with its obligations under this Licence, together with such other records as may from time to time be agreed in writing between HAL and the Licensee.

13.2 Subject to having been given reasonable notice in writing from HAL, the Licensee shall ensure that all such records are available for inspection by HAL at any time.

13.3 The Licensee authorises HAL, for the duration of the Licence Period, to collect, collate and publish the Licensee's information in the form of the Groundhandler Scorecard in relation to performance at the Airport as part of HAL's operational performance monitoring. The Licensee acknowledges that HAL may provide relevant regulators with aggregated and anonymised information on incidents.

13.4 Clause 13 shall continue to apply notwithstanding the expiration or termination of this Licence.

14. Warranties and Representations

14.1 The Licensee warrants and represents on a continuing basis to HAL that:

- a) it has all requisite corporate power and authority to enter into this Licence and to carry out the transactions contemplated therein;
- b) the entering into and performance of its obligations under this Licence have been duly authorised by all necessary corporate action on its part and will not result in a breach of any agreement or arrangement by which it is bound or of Applicable Law;
- c) it has obtained and will maintain all consents, permissions and other things necessary to enable it to legally perform its obligations under this Licence and to provide the Groundhandling Services and/or Approved Services;
- d) it has a valid, enforceable, written contract with each of the Airport Users and/or Primary Groundhandlers and/or any other person to whom it provides Groundhandling Services at the Airport; and
- e) the Approved Services shall meet the minimum standard of performance required by HAL.

14.2 The Licensee further warrants and represents on a continuing basis to HAL that:

- a) neither the Licensee nor any Licensee Personnel:

- i. has committed an offence under the Modern Slavery Act 2015 (“**MSA Offence**”);
 - ii. has been notified that it is subject to an investigation or prosecution related to an alleged MSA Offence; or
 - iii. is aware of any circumstances within its supply chain that could give rise to an MSA Offence.
- b) it shall comply with the Modern Slavery Act 2015; and
 - c) it shall notify HAL immediately in writing if it becomes aware or has reason to believe that it, or any Licensee Personnel, has breached or potentially breached any of its obligations under this clause 14.2. Such notice shall set out full details of circumstances concerning the breach or potential breach of such obligations.

15. Audit

- 15.1 HAL may inspect and examine the manner in which the Licensee supplies the Groundhandling Services during normal business hours on reasonable notice.
- 15.2 HAL may review, verify and/or Audit any matter related to the performance by the Licensee of its obligations under this Licence including:
 - a) compliance by the Licensee with this Licence;
 - b) any matter related to the Licensee’s delivery of the Groundhandling Services;
 - c) any aspect relating to the Licence Fee and/or Charges; and/or
 - d) the accuracy of any information provided to HAL under this Licence.
- 15.3 Audits may be carried out on two (2) weeks’ written notice given by HAL to the Licensee, except where HAL has reasonable grounds to suspect there is an issue which requires the Licensee to be audited immediately.
- 15.4 HAL aims to carry out Audits at the frequency set out in Schedule 6. All back-office Audits will be conducted on any Working Day between the hours of 9:00 and 17:00. All other Audits will be conducted during the Licensee’s usual operating hours.
- 15.5 HAL or its nominated representatives shall have the right to:
 - a) examine the Licensee’s documents (except financial documents) which relate to the provision of the Groundhandling Services;
 - b) obtain copies of any documents (except financial documents) which it reasonably requires and which relate to the provision of the Groundhandling Services; and/or
 - c) discuss the Groundhandling Services with such members of the Licensee Personnel as HAL reasonably considers necessary.
- 15.6 For the purposes set out in clause 15.2, the Licensee:
 - a) hereby grants (and shall ensure that its subcontractors and/or any Licensee Personnel grant) to HAL and its nominated representatives free of charge a right of accompanied access to the Licensee Personnel and/or the Licensee’s premises

(or any other premises where the relevant information is stored in connection with the Groundhandling Services), systems and information between 09.00-17.00 on any Working Day; and

- b) shall have the right to accompany the relevant HAL staff or representatives conducting such Audit.

15.7 The cost of any Audit shall be borne by HAL via the Licence Fee save where the Audit demonstrates:

- a) a material inaccuracy in the information provided by the Licensee; or
- b) a breach of this Licence;

in which case the costs shall be borne by the Licensee.

16. Intellectual Property

16.1 HAL grants no licence or other right to the Licensee or the Licensee Personnel relating to any of HAL's intellectual property.

16.2 The Licensee shall indemnify HAL from and against any Losses which HAL suffers or incurs as a result of any infringement by the Licensee or the Licensee Personnel of HAL's intellectual property rights.

16.3 Clause 16 shall continue to apply notwithstanding the expiration or termination of this Licence.

17. Confidentiality

17.1 In respect of all Confidential Information relating to a Party ("**Disclosing Party**") which the other Party ("**Receiving Party**") obtains under or in connection with this Licence, the Receiving Party agrees:

- a) to keep all Confidential Information confidential and protected from theft, damage, loss or unauthorised access;
- b) to use the Confidential Information solely in connection with this Licence and not for its own benefit or the benefit of any third party; and
- c) not to disclose the Confidential Information to any other person other than as permitted under this clause 17 or by any other clause of this Licence.

17.2 The Receiving Party may disclose the Confidential Information to those agents, employees, contractors and professional advisers of the Receiving Party (or any member of the Receiving Party's Group) only who have a need to know the Confidential Information in connection with this Licence, provided always that the Receiving Party ensures that the individuals who gain access to the Confidential Information are made aware of its confidential nature and are bound by equivalent obligations of confidentiality to those in this clause 17.

17.3 The Receiving Party shall notify the Disclosing Party immediately if it becomes aware of any unauthorised use, copying, or disclosure of the Disclosing Party's Confidential Information and the Receiving Party shall provide to the Disclosing Party all necessary assistance to terminate such unauthorised use and/or disclosure.

17.4 Clause 17.1 shall not apply to the disclosure of Confidential Information:

- a) with the written consent of the Disclosing Party;
- b) if and to the extent required by law or by any competent regulatory authority or recognised stock exchange; or
- c) which is already in or enters the public domain other than through breach of this clause;

provided that any Confidential Information shall only be disclosed pursuant to clause 15.4(b) by the Receiving Party after notification to the Disclosing Party if such notification is practicable in the circumstances.

17.5 The restriction contained in clause 17.1 shall continue to apply notwithstanding termination of this Licence.

18. Data Protection and HAL Data

18.1 In the performance of its obligations under this Licence, the Licensee shall (and shall procure that its subcontractors and any Licensee Personnel shall) at all times:

- a) comply with its obligations under the Data Protection Act 2018, UK GDPR (retained EU law regulation 2016/679) and any other associated legislation or regulations ("**Data Protection Requirements**");
- b) comply with any applicable codes of practice or other relevant guidance issued by the Information Commissioner's Office in connection with the Data Protection Requirements; and
- c) not perform its obligations under this Licence in such a way as to cause HAL to breach any of its obligations under the Data Protection Requirements.

18.2 The Parties agree and acknowledge that there is no personal data in the carrier data provided by HAL to the Licensee to perform its obligations under the Licence and that the Licensee will not be processing personal data on HAL's behalf in connection with this Licence. In the event of any changes to the Data Protection Requirements, or should the Parties identify that there is personal data processing taking place, the Parties agree, acting reasonably, to enter into a data processing agreement in connection with this Licence.

18.3 The Licensee shall:

- a) not delete or remove any proprietary notices or other notices contained within or relating to HAL Data;
- b) not alter, store, copy, disclose or use HAL Data, except as necessary for the performance of this Licence or as otherwise expressly authorised by this Licence;
- c) preserve, so far as possible, the integrity of HAL Data and prevent its loss, damage, corruption, disclosure, theft, manipulation or interception (taking all precautions as may be necessary for such preservation); or
- d) make secure back-up copies of HAL Data on such regular basis as is reasonable for the particular data concerned or as is instructed by HAL from time to time and

immediately notify HAL if any of HAL Data is lost, becomes corrupted, is damaged or is deleted accidentally.

- 18.4 To the extent that HAL Data is held by the Licensee, the Licensee shall supply such HAL Data to any company in HAL's Group which may request the same from time to time.

19. Remedies and Termination

- 19.1 The Licensee must comply with all aspects of this Licence including its Schedules. If the Licensee fails to comply with its obligations under this Licence and due to that default HAL is required to take action to ensure the safe and/or efficient running of the Airport, all costs reasonably incurred by HAL in remedying the default shall be fully rechargeable to the Licensee and shall be payable by the Licensee on demand.

- 19.2 If the Licensee breaches any provision of this Licence, then HAL may:

- a) commence the Dispute Resolution Procedure in accordance with clause 26 below; and/or
- b) issue the Licensee with a Licence Infringement Notice in accordance with clause 19.3 below; and/or
- c) withdraw approval for any Approved Services (in whole or in part); and/or
- d) terminate the Licence (in whole or part) in accordance with clause 19.4 below.

- 19.3 If HAL issues the Licensee with a Licence Infringement Notice:

- a) the Licensee must, within fourteen (14) days of receipt, submit to HAL's Airside Standards and Assurance Manager (or other such person as HAL may notify the Licensee from time to time), for approval a written plan detailing the measures that the Licensee will take within a defined period to remedy the breach(es) set out in the Licence Infringement Notice;
- b) HAL shall endeavour to review the Licensee's Performance Improvement Plan within fourteen (14) days and determine in its sole discretion whether or not the Performance Improvement Plan is approved. HAL may direct that approval of any Performance Improvement Plan is contingent on the inclusion of minimum performance standards which the Licensee will be assessed against for a length of time to be determined by HAL;
- c) where a proposed Performance Improvement Plan is rejected, HAL may (at its sole discretion) make recommendations to the Licensee as to what needs to be addressed, which the Licensee should take into account. The Licensee shall make any necessary amendments and resubmit the Performance Improvement Plan for approval by HAL within seven (7) days; and
- d) where a Performance Improvement Plan is approved, the Licensee shall put the approved Performance Improvement Plan into effect in compliance with the timelines specified therein, and if none are specified, immediately, and in either case, at the Licensee's sole cost.

Failure to comply with clause 19.3 will amount to a Material Breach.

- 19.4 HAL may terminate this Licence (in whole or in part) with immediate effect by giving written notice to the Licensee if:
- a) the Licensee commits a Material Breach of this Licence (being a single event or a series of events which are together a Material Breach) which is either not capable of being remedied or, if the breach is capable of being remedied, the Licensee fails to remedy such breach within thirty (30) days of receiving written notice requiring it to do so;
 - b) the Licensee (directly or indirectly) or any member of the Licensee Personnel commits any breach of clauses 10 or 11;
 - c) the Licensee is issued with a Licence Infringement Notice:
 - i. three (3) times or more in any rolling twelve (12) month period; or
 - ii. four (4) times or more in any rolling three (3) year period;
 - d) the Licensee is subject to a Performance Improvement Plan (or multiple Performance Improvement Plans) for longer than six (6) consecutive months;
 - e) the Licensee's applicable Groundhandler Scorecard score falls below the Performance Score (as determined in accordance with clause 6 of this Licence) for three (3) consecutive months;
 - f) an Insolvency Event occurs in respect of the Licensee; or
 - g) there is a Change of Control of the Licensee.
- 19.5 Unless HAL has approved a Licence Suspension in accordance with clause 3 of this Licence, this Licence shall terminate automatically and with immediate effect where:
- a) in cases where the Licensee has a single Notified Contract, the Notified Contract has expired or has otherwise terminated; or
 - b) where the Licensee has more than one Notified Contract, all of the Notified Contracts have expired or have otherwise terminated.
- 19.6 Notwithstanding the foregoing provisions, either Party may terminate this Licence at will by giving three (3) months' written notice to the other Party in accordance with clause 25.

20. Consequences of Termination

- 20.1 On expiry or termination of this Licence for whatever reason, HAL may terminate all Airside access for the Licensee and any Licensee Personnel, which may include immediate withdrawal and suspension or cancellation of all Driving Licenses, Airside Vehicle Apron Passes and all Airport ID Passes.
- 20.2 On expiry or termination of this Licence for whatever reason, the Licensee shall:
- a) return to HAL (or, at HAL's written request, irretrievably delete and/or destroy, subject at all times to compliance with the Data Protection Act 2018 and the UK GDPR) all property belonging to HAL (including Confidential Information and other data and HAL property, keys, passes (including but not limited to: Airport ID

Passes, Vehicle Apron Passes, Airside Driving Permits, Airbridge Licences), materials and documents) which may be in the possession or control of that party or any of the Licensee's Personnel; and

- b) remove all Equipment, vehicles, fixtures, fittings and other materials from the Airport within a reasonable period of time as agreed between HAL and the Licensee and make good and/or pay the entire costs of making good any damage to HAL property caused by the Licensee or Licensee Personnel.

20.3 If the Licensee fails to comply with its obligations under clause 20.2 HAL may, at the Licensee's sole cost:

- a) make good any damage to HAL property that remains un-remedied; and
- b) dispose of any Equipment, vehicles, fixtures, fittings and other materials that have not been removed within the specified time period without notice and in any manner HAL sees fit. For the avoidance of doubt, the provisions of section 8 and Schedule 1 of the Torts (Interference of Goods) Act 1977 are excluded in relation to this clause 20 and the Licensee shall not be entitled to receive the profits (if any) resulting from such disposal.

20.4 Subject to the provisions of this clause 20, termination or expiry of this Licence for whatever reason shall not affect:

- a) the rights and obligations of the Parties which have accrued prior to such termination or expiry; or
- b) any provisions of this Licence which are of a continuing nature and any other provisions of this Licence necessary for their interpretation or enforcement;

and shall be without prejudice to any rights of action or remedy of either Party in respect of any antecedent breach of this Licence by the other.

20.5 Save as expressly set out in this Licence, the Licensee expressly waives any additional right of recovery on termination of this Licence.

21. Indemnity and Liability

21.1 The Licensee shall indemnify HAL from and against any regulatory fines, rebates and/or Losses that HAL is required to pay as a result of the Licensee's failure to provide the Groundhandling Services in accordance with this Licence.

21.2 The Licensee shall indemnify and keep HAL indemnified against all Losses suffered or incurred by HAL in respect of:

- a) death of or injury to a person; and
- b) loss of or damage to property,

whatsoever and howsoever, in each case, arising from or in connection with performance or non-performance of the Licensee's obligations under this Licence or which are due to the negligence, default, breach of statutory duty or interference with any legal right by the Licensee or the Licensee Personnel.

21.3 The Licensee's indemnity under clause 21.2(a) is unlimited. The Licensee's indemnity

under clause 21.2.(b) in respect of a single event (but without limit to the number of single events) shall be limited to the sum of £10,000,000 (ten million pounds) unless the incident relates to Airside, in which case, it shall be limited to the sum of £50,000,000 (fifty million pounds).

21.4 The Licensee shall indemnify and keep HAL indemnified against all Losses suffered or incurred by HAL in respect of any failure to provide Groundhandling Services in accordance with the terms of this Licence. The liability of the Licensee to HAL under this clause 21.4 shall not exceed £5,000,000 (five million pounds) in aggregate in any period of twelve (12) months.

21.5 Nothing in this Licence shall exclude, limit or restrict the liability of either Party:

- a) for death or personal injury arising from negligence;
- b) in respect of any fraud or fraudulent misrepresentation; or
- c) to the extent such limitation or exclusion is not permitted by law.

21.6 Subject to clause 21.5, neither Party shall be liable for:

- a) any indirect, special, or consequential loss or damage;
- b) loss of data;
- c) loss of business, business opportunity or contracts;
- d) loss of or damage to goodwill;
- e) loss of profit or revenue; and/or
- f) loss of anticipated savings,

suffered or incurred by the other Party arising out of any breach of this Licence.

21.7 Nothing in clause 21.6 shall limit, restrict or exclude the Licensee's liability, in relation to the following:

- a) any operational and/or administrative costs and expenses incurred by HAL in dealing with the consequences of any breach of this Licence by the Licensee;
- b) any wasted expenditure, costs or charges rendered unnecessary and/or incurred by HAL in dealing with the consequences of any breach of this Licence by the Licensee;
- c) fees payable by HAL to third parties in order to rectify the Licensee's breach of this Licence, together with costs incurred by HAL in the process of appointing any such third parties;
- d) damages payable by HAL to a third party under a contract between HAL and that third party arising from any breach of this Licence by the Licensee;
- e) the costs incurred by HAL in implementing a temporary workaround in respect of a failure by the Licensee to provide the Groundhandling Services at all and/or in accordance with this Licence;

- f) the full and proper costs, incurred by HAL, of any repairs or maintenance to HAL's Equipment where that Equipment has been damaged by the Licensee, or the Licensee Personnel; and/or
 - g) any indemnity provided under this Licence.
- 21.8 Subject to clauses 21.5 and 21.6, the liability of HAL to the Licensee for all claims under or in connection with this Licence shall be limited to £5,000,000 (five million pounds) in aggregate in any period of twelve (12) months.
- 21.9 Subject to clause 21.5, HAL shall have no liability towards the Licensee or Licensee Personnel where any approval under clauses 2, 12 or 28 is in any way delayed or declined.
- 21.10 This clause 21 will continue to apply notwithstanding the termination or expiration of this Licence.

22. Insurance

- 22.1 Without prejudice to the liability of the Licensee to indemnify HAL under the terms of this Licence, the Licensee shall procure and maintain in force adequate insurance cover in respect of all activities carried out at the Airport and all sums that the Licensee may become legally liable to pay to HAL in connection with this Licence and any surviving obligations following termination or expiration of this Licence, including but not limited to, the following insurance policies providing the following levels of cover, which shall be maintained in force for the duration of this Licence:
- a) a third-party liability policy with an indemnity limit of at least £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising from any one event;
 - b) if providing any products, a product liability policy with an indemnity limit of at least £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising from any one event and in any one year; and
 - c) if carrying out activities Airside, an aviation general liability policy, which includes coverage for airside driving and aviation war/terrorism, with an indemnity limit of at least £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising from any one event and with a sub-limit of USD50,000,000 (fifty million dollars) for war/terrorism risks;
- 22.2 The Licensee shall on request by HAL provide HAL with evidence of insurance cover relating to the policies referred to in this clause 22.
- 22.3 Failure to comply with this clause 22 amounts to a Material Breach.

23. Third Party Rights

- 23.1 No person who is not a Party to this Licence shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 23.2 If a person who is not a Party to this Licence is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary this Licence (and any documents entered into or in connection with it) without the consent of that person.

24. Announcements and Publicity

- 24.1 Save as required by Applicable Law, relevant regulations or the rules of a recognised stock exchange, no announcement, publicity or advertising relating to this Licence and/or any matter connected with this Licence shall be released by the Licensee without the prior written consent of HAL. Any information or article proposed to be released to the press or to any other media shall in the first instance be referred by the Licensee to HAL for approval and any such approval as may be given shall be given on such terms as HAL may in its absolute discretion think fit.
- 24.2 The Licensee shall take all reasonable steps to ensure the observance of the provisions of clause 24.1 by all of its employees, agents, subcontractors, Licensee Personnel and consultants (including professional advisers).

25. Notices

- 25.1 Except as otherwise expressly provided, any notice or other communication from any Party (“**Sender**”) to the other Party (“**Recipient**”) which is required to be given under this Licence must be in writing and signed by or on behalf of the Sender, addressed for the attention of the Representative of the Recipient whose details are notified in writing by the Recipient to the Sender from time to time.
- 25.2 The Sender may either:
 - a) deliver the notice by hand (retaining proof of delivery that is satisfactory to HAL in its sole opinion);
 - b) send the notice by recorded delivery or registered post (retaining a receipt of posting);
 - c) send the notice by registered airmail if it is to be served by post outside the country from which it is sent (retaining a receipt of posting); or
 - d) send the notice by e-mail (retaining an e-mail confirming delivery excluding an automatically generated e-mail receipt).
- 25.3 The details for service of notices for each party are:

Party	HAL	Licensee
Address	The Compass Centre Nelson Road Hounslow Middlesex TW6 2GW	[add details]
Email	Licencing@heathrow.com	[add details]

- 25.4 Any notice shall be deemed to have been served:
 - a) if delivered by hand, at the time and date of delivery (or if delivered after 16:00 local time, on the next Working Day);

- b) if sent by recorded delivery or registered post, two (2) Working Days after the date of posting (such date as evidenced by a receipt of posting);
- c) if sent by registered airmail, five (5) Working Days after the date of posting (such date as evidenced by a receipt of posting); or
- d) if sent by e-mail, when the sender receives a reply e-mail confirming delivery (excluding an automatically generated e-mail receipt).

25.5 Any instructions (including but not limited to HAL Notices) included in any notice shall be promptly communicated by the recipient to the Licensee Personnel and any other relevant persons.

26. Dispute Resolution

26.1 If any dispute arises between the Parties under or in relation to this Licence then the following procedure shall apply:

- a) the Level 3 Personnel shall meet whether in person or via telephone/video (or any other appropriate method) to endeavour to resolve the dispute;
- b) if the dispute is not resolved within 10 (ten) Working Days of referral it shall be referred to the Level 2 Personnel for attempted resolution;
- c) if it is not resolved by the Level 2 Personnel within 10 (ten) Working Days of referral it shall be referred to the Level 1 Personnel for attempted resolution; and
- d) if the Level 1 Personnel do not resolve the dispute within 10 (ten) Working Days of referral, any of the Parties involved in the dispute may commence proceedings in accordance with clause 32.

26.2 The relevant personnel for the purpose of this clause 26 are:

Level	HAL	Licensee
Level 1 Personnel	HAL's Director of Operations (or other person nominated by HAL from time to time);	[add details]
Level 2 Personnel	HAL's Head of Airside Operations (or other person nominated by HAL from time to time);	[add details]
Level 3 Personnel	HAL's Airside Standards and Assurance Manager (or other person nominated by HAL from time to time);	[add details]

26.3 Any obligation on the Licensee's to perform any Groundhandling Services shall not be affected by the Dispute Resolution Procedure.

- 26.4 Nothing in this clause 26 shall prejudice the right of any Party to apply to court:
- a) for interim relief to prevent the violation by another Party of any proprietary interest or any breach of another Party's obligations which could cause irreparable harm to the first Party; or
 - b) to protect or preserve a right of action.

27. Accommodation

- 27.1 HAL may from time to time at its sole discretion provide for the use of the Licensee any such accommodation (if any) as HAL deems strictly necessary and sufficient for the Licensee to carry out the Approved Services (the "**Accommodation**").
- 27.2 If HAL deems any such Accommodation necessary, the Licensee and HAL will work together in good faith to identify suitable Accommodation to meet requirements and if available, the Parties will enter into a formal property agreement in such form as HAL shall require prior to the Licensee being allowed to make use of such Accommodation. If required by HAL, the Licensee shall also provide such security as HAL shall deem necessary in respect of the Licensee's obligations under the aforementioned property agreement.
- 27.3 The Licensee understands that it may not have sole possession of any Accommodation which (if HAL requires it) can be shared with HAL or with others from time to time, provided that where the Licensee has a separate lease agreement with HAL for Accommodation, the provisions of the lease agreement will prevail.
- 27.4 The Licensee shall pay to HAL any licence fee or rent imposed by HAL for the use of the Accommodation.
- 27.5 If this Licence or the Licensee's engagement hereunder is terminated for any reason, then any and all property agreements entered into between HAL and the Licensee for Accommodation shall immediately terminate on the date of such termination, provided that where the Licensee has a separate lease agreement with HAL for Accommodation, the provisions of the lease agreement will prevail.

28. Airside Allocated Parking

- 28.1 This Licence does not grant any right to the Licensee or Licensee Personnel to allocated parking for Standard Vehicles, Specialised Vehicles, Equipment or any vehicle or Equipment of any kind Airside.
- 28.2 The Licensee and/or any Licensee Personnel may apply in writing to HAL to park in an allocated Airside parking bay provided that:
- a) the application is made in connection with performing Approved Services;
 - b) the appropriate Driving Licence and Airside Driving Permit (as applicable) is held; and
 - c) the Standard Vehicles, Specialised Vehicles, Equipment or any vehicle or Equipment of any kind for which parking is required has the appropriate permission to be operated Airside, which may be in the form of a Vehicle Apron Pass or Limited Duration Vehicle Apron Pass.

- 28.3 Licencee's who require allocated airside parking must contact their licence manager (in line with the requirements of OSI 005 (as amended or replaced from time to time)) who will review their request.
- 28.4 Subject always to clause 28.9 and any physical or operational Airside restrictions that may change from time to time, including but not limited to, the availability of parking spaces, HAL may in its sole discretion issue the Licensee and/or any Licensee Personnel with allocated space(s) for Airside parking in connection with carrying out Approved Services.
- 28.5 Subject to clause 21.5, HAL will have no liability towards the Licensee or any Licensee Personnel for any delay in allocating any Airside parking or for any rejection of a request for allocated Airside parking.
- 28.6 Parking allocations issued by HAL to the Licensee or any Licensee Personnel are governed by the terms and conditions of this clause 28, OSI 005 (as amended or replaced from time to time) and any other terms and conditions notified to or available for inspection by the Licensee or Licensee Personnel from time to time. If any conflict arises between the relevant terms, the terms of this clause 28 shall prevail.
- 28.7 Any Airside parking space allocated to a Licensee or any Licensee Personnel by HAL:
- a) is non-transferable;
 - b) cannot be assigned;
 - c) cannot be used by any person other than the authorised person;
 - d) cannot be used to park any Standard Vehicles, Specialised Vehicles, Equipment or any vehicle or equipment of any kind that HAL has not authorised; and
 - e) can be withdrawn by HAL at any time, for any reason, on not less than five (5) working days' notice.
- 28.8 Neither the Licensee nor Licensee Personnel shall at any time store or keep in or near any parking space allocated to it any material of an explosive nature, petroleum or any other highly inflammable substance whatsoever or any goods of a hazardous nature or any dangerous good within the meaning and regulations defined by the Civil Aviation Authority relating to safe transport of dangerous goods by air or any other relevant laws or regulations.
- 28.9 HAL shall without limitation have for itself, its employees, agents and all other persons authorised by it the right to access without notice all parking spaces to:
- a) perform its statutory duties;
 - b) undertake work in, under or over any parking space for purposes, including but not limited, to laying, altering, maintaining, repairing and/or replacing services, drainage and the like; and
 - c) ensure compliance with its obligations to inspect and monitor vehicles and Equipment parked Airside.

29. General

- 29.1 No amendments may be made to this Licence unless HAL has provided the Licensee with three (3) months' written notice of the amendments.
- 29.2 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Licence or by law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Licence, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 29.3 The rights, powers and remedies provided in this Licence are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by law or otherwise.
- 29.4 This Licence may be entered into by any number of counterparts and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one single Licence between the Parties.
- 29.5 If any provision or part-provision of this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions of this Licence will remain in force. If any invalid, unenforceable or illegal provision or part-provision would be valid, enforceable or legal if some part of it were deleted, the provision or part-provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

30. Force Majeure

- 30.1 If a Force Majeure Event occurs which prevents a Party ("**Affected Party**") from performing any of its obligations to another ("**Other Party**"), or causes a delay in performance, the Affected Party shall not be liable to the Other Party and shall be released from its obligations under this Licence, to the extent that its ability to perform such obligations has been affected by the Force Majeure Event and provided that the Affected Party:
- a) notifies the Other Party in writing as soon as reasonably practicable of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the Other Party;
 - b) takes all reasonable steps to mitigate the impact of the Force Majeure Event on the Other Party and, in particular, continues to perform those obligations whose performance has not been rendered impossible by the Force Majeure Event to the highest standard reasonably practicable in the circumstances; and
 - c) resumes normal performance of all affected obligations as soon as the impact of the Force Majeure Event ceases and notifies the Other Party in writing of such resumption.
- 30.2 Without prejudice to its other rights and remedies, if the impact of the Force Majeure Event upon the Affected Party continues for a period of one (1) month or more, the Other Party may, by written notice, terminate this Licence (either in whole or in part) with immediate effect.
- 30.3 Where there is a Force Majeure Event or any other event which causes the Airport operations of HAL to be reduced (in whole or in part) ("**Airport Event**"), HAL may

provide a written notice to the Licensee outlining measures necessary to ensure the efficient operation of the Airport for the duration of the Airport Event and on receipt of any notice the Licensee shall use its best endeavours to comply with that notice. In addition, HAL shall have the right to reduce the scope of the Groundhandling Services for the duration of the Airport Event by providing notice in writing to the Licensee.

31. Entire Agreement

31.1 This Licence, together with:

- a) all other documents to be entered into pursuant to it; and
- b) all documents referred to in it;

constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior licences, draft licences, arrangements, undertakings or collateral contracts of any nature made by the parties (whether oral or written) in relation to such subject matter.

31.2 Each Party acknowledges that in entering into this Licence, it is not relying on and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, assurances, undertakings or representations (whether innocently or negligently made) by the other Party to this Licence.

32. Governing Law and Jurisdiction

32.1 This Licence (and any non-contractual obligations arising out of or in relation to this Licence) shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to this Licence (or any non-contractual obligations arising out of or in relation to this Licence) shall be submitted to the exclusive jurisdiction of the English courts.

Execution

Signed for and on behalf of the **Heathrow
Airport Limited**

Name

Position

Signature

Date

Signed for and on behalf of the **Licensee**

Name

Position

Signature

Date

SCHEDULE 1 – APPROVED SERVICES

Heathrow Categories	Licence	Licence Activity Number	Groundhandling Services	Licensee Activity (Y/N)	Date approved
Management functions (Ground administration and supervision)		1			
Passenger services (Passenger handling)		2			
Ramp Services (Surface transport, baggage handling, ramp handling and catering services)		3			
Load control and flight operations (Flight operations and crew administrations)		4			
Cargo and mail services (Freight and mail handling)		5			
Support services (Aircraft services and fuel and oil handling)		6			
Security		7			
Aircraft maintenance (Aircraft maintenance)		8			

SCHEDULE 2 – GROUNDHANDLING SERVICES

1. Management Functions

- 1.1 representation and liaison services with local authorities or any other entity, disbursements on behalf of the Airport User and provision of office space for its representatives;
- 1.2 load control, messaging, and telecommunications;
- 1.3 handling, storage, and administration of ULDs; and
- 1.4 any other supervision services before, during or after the flight and any other administrative service requested by the Airport User.

2. Passenger Services

- 2.1 comprises any kind of assistance to arriving, departing, transfer or transit Passengers, including checking tickets and travel documents, registering baggage, and carrying it to the sorting area.

3. Ramp Services

3.1 Baggage handling comprises:

- 3.1.1 handling baggage in the sorting area, sorting it, preparing it for departure, loading it on to and unloading it from the devices designed to move it from the aircraft to the sorting area and vice versa, as well as transporting baggage from the sorting area to the reclaim area.

3.2 Ramp handling comprises:

- 3.2.1 assistance to aircraft parking and provision of suitable devices;
- 3.2.2 communication between the aircraft and the Airside supplier of services;
- 3.2.3 the loading and unloading of the aircraft, including the provision and operation of suitable means, as well as the transport of crew and Passengers between the aircraft and the terminal, and baggage transport between the aircraft and the terminal;
- 3.2.4 the provision and operation of appropriate units for engine starting;
- 3.2.5 the moving of the aircraft at arrival and departure, as well as the provision and operation of suitable devices;
- 3.2.6 the transport, loading on to and unloading from the aircraft of food and beverages.

3.3 Surface transport comprises:

- 3.3.1 the organisation and execution of crew, Passenger, baggage, cargo and mail transport between different terminals of the same airport, but excluding the same transport between the aircraft and any other point within the perimeter of the same airport;

3.3.2 any special transport requested by the Airport User.

3.4 Catering services comprise:

3.4.1 liaison with suppliers and administrative management;

3.4.2 storage of food and beverages and of the Equipment needed for their preparation;

3.4.3 cleaning of this Equipment;

3.4.4 preparation and delivery of Equipment as well as of bar and food supplies.

4. Load Control and Flight Operations

4.1 Flight operations and crew administration comprise:

4.1.1 preparation of the flight at the departure airport or at any other point;

4.1.2 in-flight assistance, including re-dispatching if needed;

4.1.3 post-flight activities;

4.1.4 crew administration.

5. Cargo and Mail Services

5.1 Cargo and mail handling comprises:

5.1.1 for cargo: physical handling of export, transfer and import cargo, handling of related documents, customs procedures and implementation of any security procedure agreed between the parties or required by the circumstances;

5.1.2 for mail: physical handling of incoming and outgoing mail, handling of related documents and implementation of any security procedure agreed between the parties or required by the circumstances.

6. Support Services

6.1 Aircraft services comprise:

6.1.1 the external and internal cleaning of the aircraft, and the toilet and water services;

6.1.2 the cooling and heating of the cabin, the removal of snow and ice, the de-icing of the aircraft;

6.1.3 the rearrangement of the cabin with suitable cabin Equipment, the storage of this Equipment.

6.2 Fuel and oil handling comprises:

6.2.1 the organisation and execution of fuelling and de-fuelling operations, including the storage of fuel and the control of the quality and quantity of fuel deliveries;

6.2.2 the replenishing of oil and other fluids.

7. Security

- 7.1 Passenger and Baggage Screening and Reconciliation;
- 7.2 Screening of non-passengers;
- 7.3 Cargo and Post Office Mail;
- 7.4 Catering; and
- 7.5 Ramp.

8. Aircraft maintenance

- 8.1 Aircraft maintenance comprises:
 - 8.1.1 routine services performed before flight;
 - 8.1.2 non-routine services requested by the Airport User;
 - 8.1.3 the provision and administration of spare parts and suitable Equipment;
and
 - 8.1.4 the request for or reservation of a suitable parking and/or hangar space.

SCHEDULE 3 – PERFORMANCE STANDARDS

In circumstances where the terms of a published OSI conflict with the terms of this Schedule, the terms of the OSI shall prevail.

A. General – to apply to all Licensed Activities

A.1 Safety Management

- A.1.1 Licensees must have a Safety Management System for work undertaken at the Airport. The Safety Management System should include strategies and targets to reflect the fire and health and safety strategies at the Airport, including but not limited to:
- A.1.1.1 leadership strategies;
 - A.1.1.2 safety improvement plans with targets;
 - A.1.1.3 safety programmes building on cultural and behaviour issues, including methods for engaging the workforce in safety;
 - A.1.1.4 learning from incidents and areas of under performance in the previous year;
 - A.1.1.5 monitoring and reviewing of performance to identify areas of underperformance and trends that indicate unsafe practices and conditions;
 - A.1.1.6 responses to upcoming risks in the forthcoming year – including introduction of new technology, or new ways of working; and
 - A.1.1.7 engagement activities e.g., new technology, or new ways of working.
- A.1.2 Licensees shall provide to HAL and review all Lost Time Injury data including RIDDOR events. This applies to events within the Airport boundary as set out on the plan in the Byelaws.
- A.1.3 Licensees and Licensee Personnel shall capture and share all appropriate operational data with HAL upon request that supports a continuous improvement process, examines cause and effect, and provides a measurable change into the operation (whether this change is for people, process, technology or infrastructure).
- A.1.4 Licensees shall provide all Licensee Personnel working in external Airside areas with appropriate work wear, including but not limited to, protective clothing suitable for working in inclement weather conditions in exposed locations.
- A.1.5 Licensees should be aware that the Airport has extensive coverage of recorded data, (CCTV, Dash-Cams, electronic access systems), and that recorded data can be used to review Accidents, Safety Incidents and other incidents.
- A.1.6 If requested by HAL, Licensees shall use all reasonable endeavours to provide service to diverted flights subject to standard IATA aircraft ground service pricing tables.
- A.1.7 Licensees shall not deliberately drop any Foreign Object Debris (“FOD”) in any Airside area and shall properly dispose of any FOD found Airside.

- A.1.8 Licensees shall take all reasonable measures to ensure that any building, Accommodation, or area occupied by the Licensee is kept in a safe condition and free from bird infestation and ensure that any waste that may be attractive to birds is disposed of properly.
- A.2. Environmental Standards
- A.2.1 Licensees must adhere to ISO14001 Environmental Standards (or equivalent) and Applicable Law.
- A.2.2 Licensees shall ensure that any waste material generated by the Licensee, or its employees, agents or contractors is removed from Airside and disposed of at the Licensee's expense at places designated by HAL for such use.
- A.2.3 Licensees must store chemicals in compliance with their Control of Substances Hazardous to Health ("CoSHH") assessment and HAL's requirements and restrictions.
- A.2.4 Licensees must adhere to their own environmental standards and policies.
- A.3 Contingency Plans
- A.3.1 Licensees must work with HAL to produce contingency plans to deal with disruption at the Airport and must provide HAL with a list of their contingency plans, plan owners, contact details, exercise detail and frequency of plan refresh.
- A.3.2 Licensees must meet HAL's requirements for contingency plans for the following events:
 - A.3.2.1 snow;
 - A.3.2.2 adverse weather;
 - A.3.2.3 industrial action; and
 - A.3.2.4 any other scenarios where an adverse Passenger impact arises or occurs.
- A.3.3 Licensees must attend HAL delivered training or familiarisation events as deemed necessary by HAL; and
- A.3.4 Licensees and Licensee Personnel must comply with Clause 5.3(p) above regarding the Airline Passenger Welfare Protocol.
- A.4 Local Emergency Response Plans
- A.4.1 Licensees must undertake at HAL's request, an exercise of their Local Emergency Response Plan with a representative of HAL in attendance.
- A.4.2 Licensees must provide HAL, if so requested, with an up-to-date copy of their Local Emergency Response Plan or whenever significant changes to the plan take place, including a change of contact details.
- A.4.3 The Licensee's Local Emergency Response Plans shall be coordinated with HAL in the instance of the incident management plan being activated by either HAL or an external authority. The Licensee's Local Emergency Response Plan shall:

- A.4.3.1 include the Licensee's response to health and safety, fire, security and bomb threat incidents both during and out of normal working hours;
 - A.4.3.2 have a named person responsible for managing incidents and the Licensee shall provide HAL with their emergency contact details;
 - A.4.3.3 display the emergency contact details within the area of control, e.g., for construction activity, the details shall be displayed at the site entrance, for office or retail sites on the safety notice board or equivalent, or on desks and/or counters;
 - A.4.3.4 be updated to take into account changing workplace circumstances and changes to the Licensee Personnel;
 - A.4.3.5 be tested through desktop exercises and drills at the start of work and periodically to ensure effectiveness;
 - A.4.3.6 be effectively communicated so that colleagues are aware of the required response, with a focus on those who do not have English as their first language;
 - A.4.3.7 identify any training requirements for key Licensee Personnel;
 - A.4.3.8 include HAL's procedures for taking control as per the Terminal Operational Fire Safety Plan: Management of Fire Evacuation and the processes for escalation to HAL's incident management team deployment;
 - A.4.3.9 carry out contingency planning for extraordinary events (e.g., global events such as atmospheric events, for example ash clouds or heavy snow), epidemics and pandemics;
 - A.4.3.10 deal with aircraft incident both on and off the Airport; and
 - A.4.3.11 cooperate, coordinate and comply with directions as issued by HAL if HAL's incident management plans are activated.
- A.4.4 Guidance regarding the Local Emergency Response Plan can be obtained from HAL and the relevant ICAO/IATA standards.
- A.5 Vehicles & Equipment - Airside Vehicle Safety and Performance
- A.5.1 Licensees shall ensure that all vehicles used by the Licensee, its employees, contractors, or agents comply with the standards in the relevant OSI (currently OSI/008 (as amended or replaced from time to time)).
 - A.5.2 Licensees shall comply with any communication received by HAL requiring vehicles, self-propelled motorised equipment, Ground Power Units ("GPU") and other Equipment operated by the Licensee at the Airport to be equipped with suitable telematics and with the capability of communicating such telematics data HAL. Licensees who fail to fit telematics will result in their Vehicle Apron Pass being cancelled and must remove the vehicle Landside until it is fitted with telematics.
 - A.5.3 The Licensee's vehicles and self-propelled motorised equipment operating Airside must meet MOT (or equivalent) standards. All other Licensee Equipment must be

- maintained to the manufacturer's minimum standard.
- A.5.4 The Licensee's Equipment, where there is a risk of falling from height during use or maintenance (e.g., cranes, excavators, flat bed lorries), shall be fitted with appropriate fall prevention devices or carry out activities under suitable controls.
 - A.5.5 Any Licensee Equipment/system which is classified as a pressure system must be fit for purpose, designed and installed so to minimise safety and fire risks, be maintained to the manufacturer's instructions and be operated by trained and competent persons.
 - A.5.6 Licensee Plant and Equipment powered by a fuel cell shall be managed in accordance with OSI/008 (as amended or replaced from time to time).
 - A.5.7 Licensees will ensure that any driver operating a vehicle/terminal buggy Airside carrying Passengers, crew or staff must hold a Driving Licence and Airside Driving Permit (as applicable) with the appropriate endorsement, or EU equivalent, for vehicles with more than nine (9) seats (Driver and 8 Passengers) or for vehicles with fewer than nine (9) seats have received an equivalent level of training.
 - A.5.8 Driver discipline in Airside areas will be managed by the Licensee being subject to the Airside Penalty Points System described within Operational Safety Instructions published by HAL from time to time.
 - A.5.9 If 10% of the Licensee's drivers (or if the Licensee employs fewer than ten (10) drivers, more than one driver) have had Airside penalty points during one calendar year, HAL will issue a Licence Infringement Notice. The Licensee must then provide HAL with a Performance Improvement Plan, which may include further training for all drivers.
 - A.5.10 HAL will determine the severity of breaches of Airside driving discipline in light not only of the scale of the numbers of breaches recorded, but also in relation to the causes of the breaches and the behaviours which have led to the breaches, and the ways in which the Licensee responded to the events. The outcome of such consideration will be determined by the Level 3 Personnel (or other person as HAL shall nominate from time to time), with a right of appeal retained by the Licensee to the Level 2 Personnel (or other person as HAL shall nominate from time to time) for final determination. If it is found that the breaches are due to a lack of appropriate process from the Licensee's management, HAL may impose requirements for the Licensee to adhere to.
 - A.5.11 Following a reasonable consideration of the facts by the appropriate HAL nominated person, and where the causes of the of Airside driving discipline breaches are assigned to a deficiency of management process, system or practice by the Licensee, sanctions may be imposed by HAL commensurate with the severity of the Licensee's non-performance in terms of providing the requisite management structure, knowledge and skill.
 - A.5.12 The Licensee must ensure that all Equipment machinery and vehicles necessary for the provision of Groundhandling Services are maintained in a safe and satisfactory condition in accordance with OSI 008 and OSI 008 Appendix B (as amended or replaced from time to time) and also comply with all regulations from time to time in force and all UK standards from time to time recommended relating thereto and are operated only by properly trained and qualified staff.

- A.5.13 The Licensee must ensure that the routing, positioning and parking of the Licensee's vehicles and Equipment on the Airport is at all times subject to the control of HAL and the Licensee shall comply with all traffic regulations, Byelaws and directions and instructions or notices made by all Competent Authorities, and that:
- A.5.13.1 all vehicles, plant and machinery are recorded and that the records represent a complete and comprehensive statement as to their usage, condition, repair and maintenance, and that such records will be made available to HAL and the Police on demand;
 - A.5.13.2 the Licensee will use all reasonable endeavours to maintain records as to the names of operators using particular Equipment and vehicles at any given time and that such records will be made available to HAL and the Police on demand; and
 - A.5.13.3 Equipment, plant, machinery and vehicles will where appropriate be used only in accordance with the operating instructions and recommendations of the appropriate manufacturer.
- A.5.14 The Licensee must ensure that all vehicles and Equipment are operated efficiently so as to achieve a level of utilisation that does not have a negative or undesirable impact on other Airside users (unless granted an exemption at HAL's sole discretion. HAL reserves the right to withdraw such permission at its sole discretion in particular but not limited to in circumstances where the vehicles or Equipment are not being used in accordance with this paragraph.
- A.5.15 All companies operating vehicles Airside need to ensure they have suitable arrangements in place for any breakdown and/or recovery. Such arrangements are to ensure response times of no more than fifteen (15) minutes for breakdowns and/or recovery in operationally critical areas including Control Posts.
- A.5.16 All new Ground Support Equipment must comply with OSI 008 (as amended or replaced from time to time) and where appropriate meet the requirements of AHM 913 with all autonomous safety systems activated and working when within the vicinity of an aircraft on the ramp.

B. General – to apply to all Services

B.1 Safety Standards

- B.1.1 All Licensees undertaking ramp handling Groundhandling Services (as set out in Paragraph 3.2 of Schedule 2) must hold ISAGO station accreditation for their Heathrow Airport station. Licensees carrying out other categories of Groundhandling Services may be required to hold ISAGO accreditation, where appropriate, at HAL's request.

B.2 Operating Methodology

- B.2.1 Licensees must provide a methodology about how they will deliver Groundhandling Services including but not limited to:
- B.2.1.1 Equipment – the type(s), number and space required for parking or electric vehicle (EV) charging;

- B.2.1.2 Accommodation – the size and location of the Accommodation agreed with HAL’s Property team;
 - B.2.1.3 Vehicles – the type(s) and number of vehicles required;
 - B.2.1.4 Stillage – the location and quantity required
 - B.2.1.5 Congestion – how the Licensee proposes to minimise congestion;
 - B.2.1.6 Service Delivery – how the Licensee proposes to deliver the Groundhandling Services in the form of a turnaround plan; and
 - B.2.1.7 Waste disposal – how the Licensee proposes to deal with its own waste and the waste of any of the Licensee’s customers and subcontractors.
- B.2.2 The Licensee’s methodology must be reviewed every three (3) years or when there has been a significant operational change to the Licensee operation.

C. General – to apply to all Groundhandling Services

C.1 Management Functions

- C.1.1 Licensees must ensure that ULDs do not exceed 10% of station stock levels.
- C.1.2 Licensees shall demonstrate that contracts under their management functions are meeting the performance obligations set out between the relevant company and relevant Airport User (e.g., catering, cleaning, cargo etc) and any analysis and reviews must be shared with HAL upon request.
- C.1.3 Licensees providing management functions for Airport Users shall communicate and address all HAL Notices and HAL regulations and procedures to the Licensee Personnel and to any other companies providing services to the relevant Airport User within the scope of their management functions.

C.2 Passenger Services

- C.2.1 The Licensee shall:
 - C.2.1.1 provide all necessary tickets, baggage tags and computer software to enable the Licensee to utilise the common use self-service (“**CUSS**”) system or other check-in system that may from time to time be installed at the Airport for checking in Passengers;
 - C.2.1.2 where the Airport has installed the CUSS check-in system, enter into an agreement with the provider of the system (either acting on its own or on behalf of another Airport User) and pay the appropriate fees to the provider to gain access to the CUSS system and use the CUSS system to check-in Passengers at the Airport;
 - C.2.1.3 provide sufficient properly trained and equipped staff to operate all check-in desks and ticket/information desks or other 'front of house' facilities allocated to or made available for use by the Licensee. Where congestion occurs, HAL may require the Licensee to operate additional check-in desks or other facilities at the Licensee's expense;
 - C.2.1.4 accept flexibility in the utilisation of check-in desks as directed by HAL which may require the desks allocated to the Licensee to be split up and changed;

- C.2.1.5 provide sufficient staff to maintain an effective queue management resource in each of the check-in areas where the Licensee checks in Passengers;
- C.2.1.6 at check-in or in a timely fashion once checked in, provide Passengers with accurate information on any delay either electronically or through staff announcements;
- C.2.1.7 not, without the previous consent in writing of HAL, display or cause or permit to be displayed any item at, on or in the vicinity of the check-in desk other than matters relating to the Groundhandling Services being provided;
- C.2.1.8 ensure that any such display at the check-in desk has been approved by HAL. For the avoidance of doubt, any revenue or benefit in kind be paid to the Licensee arising out of the display of any item at, on or in the vicinity of the check-in desk is not permitted;
- C.2.1.9 ensure that at check-in, a clearly legible notice containing the following text is displayed in a manner clearly visible to Passengers: *'If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance'* and that the Civil Aviation Authority pamphlet (or equivalent) is provided to Passengers in the event of any delay or cancellation;
- C.2.1.10 ensure that all staff, including seasonal and temporary staff, receive substantive and appropriate customer service and operational training;
- C.2.1.11 in relation to check-in:
 - C.2.1.11(a) ensure that check-in is compliant with baggage input statements;
 - C.2.1.11(b) ensure a baggage label is attached correctly and is of the right quality (paper & print) in accordance with IATA standards;
 - C.2.1.11(c) ensure Baggage Sortation Messaging ("**BSM**") processes minimise data quality errors such as D1, D2, D3; and
 - C.2.1.11(d) ensure that check-in processes lead to a minimal amount of Unauthorised To Load ("**UTL**") bags entering the system.
- C.2.1.12 adhere to all protocols in operation for the allocation and apportionment of check-in and gate boarding facilities;
- C.2.1.13 provide suitably trained staff to facilitate Passenger handling at check-in and gate (for departure and arrival);
- C.2.1.14 ensure that all staff use check-in and gate equipment appropriately, reporting any maintenance and cleanliness issues or Equipment failures to HAL;
- C.2.1.15 ensure that HAL is informed of any issues of functionality or cleanliness of aircraft jetties and air passenger boarding bridges;

- C.2.1.16 ensure effective management of queue lengths at ticketing desks, self-service machines, bag drop, check-in and gate (as far as reasonably possible within the existing environment and check-in allocation plan);
 - C.2.1.17 where required, provide HAL with sufficient information to facilitate the handling of Passengers requiring support (“**PRS**”), in accordance with Airport procedure;
 - C.2.1.18 comply with all operating agreements that may be in force within Airport terminals and other Airport operational areas; and
 - C.2.1.19 commit to attending one terminal reception centre walk through annually.
- C.2.2 The Licensee shall not enter into agreements to provide Groundhandling Services requiring the use of common use facilities such as stands and check-in desks without first obtaining written confirmation from HAL that such facilities are available.
- C.2.3 The Licensee shall ensure the timely availability of access by the Airport contracted PRM handling agent to an appropriate door to the aircraft to enable the 'Ambulift' or other suitable Equipment to be properly and safely operated.
- C.2.4 The Licensee shall ensure the availability of suitably trained staff or make arrangements to provide appropriate and safe assistance to Passengers who are outside of the scope to receive assistance from the PRS groundhandling agent, e.g., those require support or who are classed as an unaccompanied minor.
- C.2.5 The Licensee shall repatriate any mobility aid, pram, children’s buggy, or similar Equipment in accordance with the Passenger’s wishes or the appropriate policy.
- C.3 Ramp Services
- C.3.1 General
- C.3.1.1 The Licensee may handle diverted flights upon HAL’s request and operational constraints subject to an agreement being in place. If the Licensee is unable to obtain an agreement, it shall advise HAL verbally as soon as it is aware, and in writing within seventy-two (72) hours of the event;
 - C.3.1.2 The Licensee shall ensure they have appropriate Equipment levels to enable effective management of the Airside space, ensuring that any Equipment not required is removed from the apron areas unless otherwise agreed with HAL in writing.
 - C.3.1.3 HAL shall provide benchmark data in respect of appropriate Equipment levels when available.
- C.3.2 Baggage Handling
- C.3.2.1 The Licensee shall ensure:
 - C.3.2.1(a) there is experienced, trained, and adequate manning of their baggage hall and baggage sortation service to avoid baggage 'dieback' on the sortation carousel, which prevents other baggage hall users from satisfactorily fulfilling their obligations;

- C.3.2.1(b) that 'rush' bags are collected from the appropriate baggage reclaim carousel, accounted for and taken to secure custody without undue delay upon arrival at the Airport and that delivery to their final destination is expedited so that their presence inside the Terminal building does not constitute a safety, fire or obstruction hazard for any other Airport User or Passenger;
 - C.3.2.1(c) where available, manual handling aids are used by Licensee Personnel;
 - C.3.2.1(d) that they operate in accordance with the protocols and operating arrangements if a single baggage operation is introduced at the Airport;
 - C.3.2.1(e) that only electric vehicles or hybrid vehicles used in electric mode are used within baggage facilities including sort hall (baggage diesel vehicles are prohibited for use in these facilities)); and
 - C.3.2.1(f) they collaborate with HAL so that chute utilisation is optimised for the installed infrastructure.
- C.3.2.2 In respect of ULDs, the Licensee shall ensure:
- C.3.2.2(a) that ULD stock management is in place, ensuring there are the right levels of stock holding empty ULDs to support early batch build and timely compressed build flows;
 - C.3.2.2(b) ULD quality checks are carried out on a weekly basis, to ensure that ULDs are serviceable before being entered into automation (where installed);
 - C.3.2.2(c) ULD stock levels of each airline the groundhandler handles are provided to airside@heathrow.com weekly;
 - C.3.2.2(d) ULD logistics standards for automated build (where available) are capable of supplying the requested empty containers within one (1) hour of the request being issued and Licensees shall collect the filled containers from the automation output docks within ten (10) minutes of the request to collect being issued;
 - C.3.2.2(e) ULD logistics standards for lateral build operation are capable of rotating AKE ULDs within eighteen (18) minutes and AKH ULDs within twelve (12) minutes;
 - C.3.2.2(f) all ULDs are stored as per IATA recommendations and maintained in a safe condition. If there is not sufficient recommended ULD storage stillage available, the Licensee shall inform HAL and agree with HAL adequate stillage alternatives;
 - C.3.2.2g) the removal of ULD equipment and vehicles from the baggage hall to facilitate the free and unimpeded

circulation of vehicles used by other baggage hall users;
and

- C.3.2.2(h) they support the reduction of ULDs on station and remove them from the Airport. For the avoidance of doubt, ULD numbers can only be 10% above the agreed station stock levels with Airside Operations published at the start of the summer and winter seasons, and failure to comply with this could result in an Airside occurrence ticket with a safety levy passed to the groundhandler or airline.
- C.3.2.3 Licensees shall comply with the relevant operating rules to maintain free-flowing traffic conditions issued by HAL from time to time when parking in the baggage hall. Licensees shall comply with the agreed shared facility plans regarding laterals, problem bag areas, out of gauge area and automation build cells
- C.3.2.4 Licensees shall release their position in accordance with the shared facility plan and ensure that Equipment and facilities are in a serviceable state.
- C.3.2.5 In respect of Baggage Delivery, Licensees shall (provided that the allocated reclaim/offload is available or a suitable alternative provided within the specified time frame) ensure:
 - C.3.2.5(a) the first bag removed/unloaded from an arriving aircraft's usual Passenger baggage bulk hold shall be delivered to the Airside portion of the appropriate baggage reclaim system within fifteen (15) minutes of the aircraft on-blocks time or Actual In Blocks Time ("**AIBT**");
 - C.3.2.5(b) the last of such bags shall be similarly delivered within the following limits of time from the AIBT:
 - C.3.2.5(b)(i) Small aircraft twenty-five (25) minutes;
 - C.3.2.5(b)(ii) Medium aircraft thirty-five (35) minutes;
 - C.3.2.5(b)(iii) Large aircraft forty-five (45) minutes; and
 - C.3.2.5(b)(iv) Super aircraft ninety (90) minutes.
 - C.3.2.5(c) they transfer baggage to a transfer input point within twenty-five (25) minutes of the aircraft on-blocks time or Actual In Blocks Time ("AIBT");
 - C.3.2.5(d) the number of bags that failed to tip (due to a full lateral) expressed as a percentage of the total attempts to tip (successful and unsuccessful) shall not exceed 10% (multiple tip attempts are counted individually).
- C.3.2.6 In respect of mishandled baggage, except where an aircraft flight manifest error has been made and is responsible for the failing, 98% of baggage must meet the scheduled time of departure of the aircraft. The

Licensee's records of mishandled baggage shall be held to be accurate. This data should be provided to the company when requested.

C.3.3 Ramp Handling

C.3.3.1 In respect of aircraft stands, Licensees shall:

C.3.3.1(a) provide sufficient staff, Equipment, and resources on stand, so that an arriving aircraft can be serviced, cleaned, unloaded or turned around as appropriate without any delay as soon as it is safe for the Licensee to access it;

C.3.3.1(b) operate stand entry guidance systems at all times (when available) ensuring that the stand has been inspected before an aircraft's arrival and that any vehicles, Equipment, FOD or obstructions have been removed from the stand before the system is activated;

C.3.3.1(c) maintain aircraft stand and ensure that apron areas are free from waste and unnecessary materials following aircraft related activities (including materials likely to constitute a FOD risk for aircraft);

C.3.3.1(d) participate in stand allocation and usage planning processes with HAL and adhere to all protocols in operation. In the event of more than two instances of failure to adhere to such protocols in any four-week period during the Licence Period HAL may issue a Licence Infringement Notice;

C.3.3.1(e) cooperate with HAL and Airport Users to ensure the maximum availability of pier service;

C.3.3.1(f) comply with any stand allocation rules and protocols as introduced by HAL; and

C.3.3.1(g) use Fixed Electrical Ground Power ("**FEGP**") and any other fixed facilities at all times (when available and appropriate).

C.3.3.2 Licensees shall participate (as necessary) and co-operate in all ramp operations, vehicle and aircraft turnaround activity Audits required by HAL.

C.3.3.3 In respect of turnaround plans, the Licensee shall:

C.3.3.3(a) have a turnaround plan co-ordinated with all business partners, including but not limited to Airport Users and Primary Groundhandlers, including all elements of aircraft turnaround, and in any event the Licensee must comply with CAP 642 and HSG 209 (Health and Safety Guidance 'HSG 209 Aircraft Turnaround, A guide for airport and aerodrome operators, airlines and service providers on achieving control, co-operation and coordination');

- C.3.3.3(b) maintain copies of the turnaround plans that HAL may use as part of a turnaround Audit process;
- C.3.3.3(c) actively co-operate with HAL to audit turnaround practices against current applicable industry standards such as IATA Standard Ground Handling Agreement (SGHA 2018 as amended or replaced by IATA) and CAP 642 and HSG 209, which are updated from time-to-time;
- C.3.3.3(d) provide all necessary communications Equipment required to perform the Groundhandling Services and shall ensure that all necessary licences are obtained for such Equipment and that such Equipment is used in a manner which minimises interference with communications Equipment used by others operating at the Airport; and
- C.3.3.3(e) commit to attending one reception centre walk-through annually.

C.3.4 Surface Transport

- C.3.4.1 Licensees providing surface transport operations shall follow the same principles and standards outlined above for Passenger and baggage operations regarding safety, environmental, employment, operational and resource provision rules, and readiness to perform.
- C.3.4.2. Licensees providing surface transport operations shall provide those services in accordance with the Applicable Standards, guidance, and Good Industry Practice.
- C.3.4.3 Licensees must ensure that when providing off pier coaching for Passengers, they are dropped off in line with the latest HAL policies and procedures, which may change from time to time.
- C.3.4.4 Licensees must ensure that all drivers have the appropriate driver licence as per the OSI requirements.

C.3.5 Catering Services

- C.3.5.1 Licensees providing catering operations shall follow the same principles and standards outlined above for Passenger and baggage operations regarding safety, environmental, employment, food hygiene safety standards, operational and resource provision rules and readiness to perform.
- C.3.5.2 Licensees providing catering operations shall provide those services in accordance with the Applicable Standards, guidance, and Good Industry Practice.
- C.3.5.3 Licensees must dispose of all Category 1 Waste (as defined in OSI 058) in accordance with OSI 058 (as amended or replaced from time to time).
- C.3.5.4 Licensees shall provide evidence upon request by HAL of their Show compliance with the International Flight Services Association (IFSA), the Airline Catering Association (ACA) or an equivalent standard.

C.5 Load Control & Flight Operations

C.5.1 Not used.

C.6. Cargo and Mail Handling

C.6.1 Licensees providing cargo operations shall follow the same principles and standards outlined above for Passenger and baggage operations regarding safety, environmental, employment, operational and resource provision rules and readiness to perform.

C.6.2 Licensees providing cargo operations will do so to minimise aircraft delay to prevent breaches of any aircraft start up, departure or other ATC or GMC clearance arrangements.

C.6.3 Licensees shall ensure that all cargo and mail is presented to UK Border Force for inspection at the approved locations in accordance with the approved timescales.

C.7 Support Services

C.7.1 Aircraft Services

C.7.1.1 Licensees providing aircraft services shall follow the same principles and standards outlined above for Passenger and baggage operations regarding safety, environmental, employment, operational and resource provision rules and readiness to perform.

C.7.1.2 Licensees providing aircraft services shall provide those services in accordance with the Applicable Standards, guidance and Good Industry Practice.

C.7.1.3 Licensees shall meet the requirements set out in Schedule 4 regarding snow clearance and de-icing aircraft.

C.7.1.4 Licensees providing aircraft de-icing must provide evidence to HAL that they are compliant with SAE International standard AS6285 (Aircraft Ground De-icing/anti-icing processes) and AS6286 (Aircraft Ground De-icing/anti-icing training and qualification program).

C.7.1.5 Licensees are required to read the Heathrow Aircraft De-Icing Plan.

C.7.1.6 The Licensee acknowledges that cooperation between all relevant parties is necessary to improve the effectiveness of aircraft Anti/De-icing and to ensure the best possible outcome for operators and Passengers. The below outlines the principles of collaboration that have been set in relation to aircraft Anti/De-icing during winter operations:

C.7.1.6(a) HAL will meet with Airlines and Licensees (aircraft De-icing service providers (which includes the Licensee if engaged in aircraft De-icing activities)) in accordance with the early warning indicator trigger points as defined in HAL's Snow Plan. The information will help all parties to forward plan.

C.7.1.6(b) Aircraft De-icing service providers will provide sufficient fluid storage capacity at the Airport to maintain a minimum fluid stock level to facilitate four days operation without resupply. The stock level target quantity will be

determined by calculating the service providers' previous highest day consumption rate multiplied by four. This figure must be agreed with HAL and may be adjusted to account for changes in predicted customer demand (increase or loss of contracts).

- C.7.1.6(c) Aircraft De-icing service providers will ensure robust processes are in place to monitor and manage fluid stock levels and fluid resupply to maintain the agreed minimum stock level.
- C.7.1.6(d) Aircraft De-icing service providers will ensure that fluid storage vessels are compliant with the relevant regulations and are approved by HAL. Each Aircraft De-icing service provider will ensure their fluid is stored in compliant vessels (e.g., not road trailers etc.) at the Airport prior to the start of the winter season.
- C.7.1.6(e) HAL will work with aircraft De-icing service providers to identify suitable locations to site storage vessels.
- C.7.1.6(f) HAL will provide additional storage vessels to facilitate a forward holding stock of fluid circa one million litres. The facilities will be strategically located across the Airport. The facilities will be stocked with fluid of an appropriate standard for aircraft De-icing.
- C.7.1.6(g) HAL will work with fluid suppliers to determine the type of fluid and the quantities of each fluid to be stored to achieve the greatest level of resilience.
- C.7.1.6(h) HAL will work with fluid suppliers and aircraft De-icing service providers to establish the logistics and embed the use of the forward holding tanks into the business-as-usual supply chain to facilitate fluid.
- C.7.1.6(i) Aircraft De-icing service providers agree that in the event of difficulties (such as failure) with the normal fluid supply process, they would use the available forward holding stock fluid (if offered) to enable continuation of operations even if the product was not their preferred product (as long as the product meets the relevant specification). The commercial arrangements would be between the fluid manufacturer/supplier and the service provider (not HAL).
- C.7.1.6(j) HAL will work with airlines and aircraft De-icing service providers to review the benefits of the types of product available and the processes deployed (e.g., one step or two step approach) to establish if it is possible to reduce the amount of time De-snowing/De-icing takes in snow events.
- C.7.1.6(k) Accurate data and situational awareness is critical to successful operations. Aircraft De-icing service providers will ensure they have access to the Heathrow AOP system and trained people to use this system including the De-icing Module prior to the winter season (even if up-dating AOP is performed by others).

- C.7.1.6(l) All aircraft De-icing rigs must also be fitted with on board data loggers and location finders with visibility of the key data to the user, the Air Navigation Service Provider and HAL.
- C.7.1.6(m) Aircraft De-icing service providers will work to the principles agreed in the Heathrow Airport De/Anti-icing Code of Practice.
- C.7.1.7 The processes outlined above may be required outside of normal hours of operation in order to accelerate the resumption of normal operations. HAL, airlines and Licensees (who are aircraft De-icing service providers) should have contingency plans to extend normal operating hours to accelerate aircraft de-icing operations. The Licensee agrees that HAL (or HAL Group members) will not make any payments to airlines or aircraft De-icing service providers in respect of aircraft De-icing activities. The commercial agreements concerning these activities remain solely between the airlines, groundhandlers and aircraft De-icing service providers via their respective handling agreements. It is therefore understood that airlines, groundhandlers and aircraft De-icing service providers will do their best to support the operation at the Airport at their own expense.
- C.7.2 Fuel and Oil Handling
 - C.7.2.1 Licensees shall provide the following information to HAL at the times specified below to operate at the Airport:
 - C.7.2.1(a) On one occasion in each week, the Licensee shall provide to HAL a fuel outlook projection for the next (rolling) three (3) week period (by day), which shall be prepared using reasonable care and skill.
 - C.7.2.1(b) The Licensee shall provide to HAL a daily situation report detailing the previous day's sales, receipts and midnight fuel stocks.
 - C.7.2.1(c) The Licensee shall inform the HAL nominated person (as notified from time to time) of any known current and/or planned interruptions to the supply network internally or externally of the Airport hydrant system.
 - C.7.2.2 Licensees providing fuel and oil handling operations shall provide those services in accordance with all lease requirements, Applicable Law, Applicable Standards, guidance, and Good Industry Practice.
 - C.7.2.3 Licensees must attend any performance or operational related meetings when requested by HAL.
 - C.7.2.4 Licensees providing into plane refuelling must use qualified and trained staff when storing, dispensing, and otherwise handling fuel on the Airport.
 - C.7.2.5 Licensees providing into-plane refuelling and the hydrant operator shall submit their JIG audit findings to HAL upon request.
 - C.7.2.6 Licensees providing fuel and oil handling must provide information to HAL upon request including, but not limited to:

- C.7.2.6(a) operating manuals;
- C.7.2.6(b) inspection reports;
- C.7.2.6(c) into-plane service – fuelling Equipment;
- C.7.2.6(d) into-plane service – aircraft fuelling operations;
- C.7.2.6(e) filtration Equipment;
- C.7.2.6(f) health, safety, security & environmental management;
- C.7.2.6(g) training, management of change, incidents & emergency procedures;
- C.7.2.6(h) Airport depot - quality control documentation;
- C.7.2.6(i) Airport depot - records of routine checks and maintenance;
- C.7.2.6(j) filtration Equipment – records;
- C.7.2.6(k) into-plane service - records of routine checks and maintenance; and
- C.7.2.6(l) into-plane service - records of routine checks and maintenance; and
- C.7.2.6(m) non-routine/infrequent tasks.

C.8 Security

C.8.1 Licensees shall ensure that anybody working for the Licensee:

- C.8.1.1 is made aware of the security arrangements in place for the area or site where they are working or transiting through;
- C.8.1.2 has obtained their security training and subsequent clearance to work at the Airport, and has their Airside pass visible at all times;
- C.8.1.3 has a thorough understanding of the specific and detailed security arrangements of working Airside and Landside (as applicable) and complies with the respective requirements at all times;
- C.8.1.4 is familiar with the screening requirement for vehicles, plant, tools and Equipment going Airside;
- C.8.1.5 if applicable, is in possession of the required 'tools of the trade' security pass for the possession and use of tools Airside and carries it with them at all times and understands what items are prohibited;
- C.8.1.6 never leaves tools and Equipment Airside unattended in areas accessible to the public, and shall ensure that tools and Equipment are removed or stored in lockable containers when not in use;
- C.8.1.7 only uses lockable containers for permitted tools and Equipment;

- C.8.1.8 keeps plant and Equipment at least three (3) metres away from Airside fences, and ensures they are never left unattended with keys and fuel accessible to unauthorised personnel;
 - C.8.1.9 clears the area of tools, Equipment and debris at the end of each shift where temporary works are being undertaken (arrangements for cleaning temporary worksites are the responsibility of the contractor) to prevent a security alert; and
 - C.8.1.10 adheres to HAL's arrangements for any visitors including the requirements for visitors to operational areas of the Airport.
- C.8.2 Licensees providing aircraft security must have staff trained and compliant in the CAA Ground Security Operatives Supervisors course as required by the UK National Aviation Security Programme ("**NASP**").
- C.8.3 Licensees shall ensure that any training provided regarding aircraft security is provided by an approved CAA Security training provider listed on their website.
- C.8.4 Licensees providing additional security services outside of the IATA SGHA will need approval from HAL via the process outlined in the General Notice.
- C. 8.5 Licensees shall ensure that all security incidents are reported to HAL Security and APOC on 222 or 020 8759 1212, including incidents not limited to suspicious persons in Landside or Airside areas, Airside Accidents, Safety Incidents, unattended items, suspicious or dangerous items requiring Police presence, anyone seen acting violently, protest activity, and any activity requiring emergency response.
- C.9. Aircraft Maintenance
- C.9.1 Licensees must not conduct aircraft engine or auxiliary power unit washing without prior approval from HAL.
- C.9.2 Licensees carrying out aircraft maintenance must provide those services in accordance with the Airworthiness Directives issued by EASA.
- C.9.3 Licensees carrying out aircraft maintenance services must provide to HAL upon request:
- C.9.3.1 evidence of compliance with the Airworthiness Directives (or equivalent standard);
 - C.9.3.2 evidence of approval by the UK CAA to carry out such activities;
 - C.9.3.3 copies of any CAA surveyor and audit outcomes;
 - C.9.3.4 compliance with EASA Part 145 (as amended or replaced) or an equivalent standard.
- D. Other**
- D.1 Maintenance Activities
- D.1.1 Licensees providing maintenance activities must adhere to strict codes of practice and controls to ensure that Licensees, Passengers, the public and colleagues remain safe, at all times. Licensees shall:

- D.1.1.1 ensure that all required permits have been issued before any works start, the permits should be specific to the works, in date, signed, approved and communicated;
 - D.1.1.2 liaise with terminal maintenance teams and HAL's contract managers at all times to ensure that all parties are aware of the works being undertaken, that this is in line with the operational business of the terminal or area concerned, with a special focus on managing works with consideration for 'peak flows' and/or high levels of Passenger traffic to/from lounges and gates;
 - D.1.1.3 ensure that all works are 'barriered off' to the correct standard in areas where members of the public or others who are not engaged in the works could have potential access to the area;
 - D.1.1.4 keep all tools and Equipment under strict supervision at all times preventing such Equipment being taken or interfered with by Passengers, members of the public or other unauthorised persons;
 - D.1.1.5 leave the site clear, fire safe and secure at the end of shift;
 - D.1.1.6 comply with all the applicable requirements within this Licence; and
 - D.1.1.7 follow any OSI relating to maintenance activities within the Airport boundary.
- D.1.2 All Licensees providing maintenance activities must provide service sheets and/or inspections sheets for Ground Support Equipment which cover autonomous safety systems covered by AHM 913.
- D.2 Performance Reporting
- D.2.1 All Licensees shall monitor and review their own fire, health and safety performance and comply with HAL's business unit reporting requirements which includes the collation and reporting on request of data, covering all Groundhandling activities including Licensees on-site suppliers/contractors, the reports shall include but are not limited to:
- D.2.1.1 hours worked in the reporting period;
 - D.2.1.2 numbers of reportable incidents;
 - D.2.1.3 number of lost time injuries, minor injuries;
 - D.2.1.4 significant events and high potential near misses;
 - D.2.1.5 the frequency rates and trends over time; and
 - D.2.1.6 any leading key performance indicators as agreed with HAL's business unit.
- D.3 Dangerous Substances and Explosive Atmospheres
- D.3.1 Any Licensee using substances classified as dangerous or explosive must work in accordance with Dangerous Substances and Explosive Atmosphere Regulations 2002 ("**DSEAR**") and HAL's 'Managing Fire Safety' framework document October 2019 ("**Framework**"). Licensees working with anything classified as specified in

DSEAR must be familiar with HAL's requirements and evidence compliance with them.

D.4 Filming

D.4.1 Filming at the Airport is managed in accordance the Byelaws and authorised through a filming permit available from HAL's Media Team or through the media centre.

D.4.2 The application will be assessed in accordance with current fire safety, safety, operational and legal parameters.

D.5 Fire Arrangements and Records

D.5.1 Licensees must maintain an up to date, documented record of their fire arrangements, which accounting for shift working, out of hours working

D.5.2 The Licensee's record should provide details of the Licensee's fire risk assessor and Responsible Person ("RP"): and have details of:

D.5.2.1 the person appointed to oversee the fire safety management;

D.5.2.2 members of any fire and health and safety meetings;

D.5.2.3 a competency matrix for RP and fire risk assessors in respect of fire; and

D.5.2.4 training records.

D.5.3 In respect of areas under their control, the Licensee's RP and fire risk assessor shall retain responsibility for:

D.5.3.1 a fire risk register supported by the action plan and action tracking if required;

D.5.3.2 ensuring a fire risk assessment is conducted and communicated to all employees;

D.5.3.3 Emergency evacuation plans ("EEP") including arrangements for testing plans (drills, desktop), training and communication to third party employees and special assistance for those less mobile;

D.5.3.4 promoting the requirement for a Personal Emergency Evacuation Plan ("PEEP") for those with permanent or temporary mobility conditions;

D.5.3.5 keeping records of maintenance of life safety equipment and other assets (including portable and fixed electrical equipment and duct cleaning where applicable);

D.5.3.6 keeping records of fire awareness training, including induction training;

D.5.3.7 keeping records of inspections which must regularly cover emergency escape provision;

D.5.3.8 making temporary arrangements due to maintenance, construction or emergency works;

D.5.3.9 the safe management of high-risk equipment such as kitchen/cooking equipment; and

- D.5.3.10 cooperating and coordinating with HAL and other relevant persons regarding fire arrangements.
- D.6 Fire Training and Appointment of Competent Persons
 - D.6.1 Licensees must demonstrate to HAL that they have appointed people with the right skills and knowledge into key roles for fire safety in compliance with the requirements of the Regulatory Reform (Fire Safety) Order 2005 and HAL's specific requirements as outlined in the Framework. Each person must have a full understanding of their duties.
 - D.6.2 Licensees shall ensure that all employees have received annual fire training in accordance with HAL's Framework and ensure that training includes but is not limited to:
 - D.6.2.1 the methods of raising the alarm; and
 - D.6.2.2 the procedures and arrangements in place for terminal and Airport building evacuations.
 - D.6.3 Licensees shall provide the following minimum standard of fire safety awareness training to all Licensee Personnel:
 - D.6.3.1 when they join the company;
 - D.6.3.2 annual fire safety awareness refresher course;
 - D.6.3.3 additional training if anything significantly changes in the way the Licensee or Heathrow Airport work premises are organised, such as (but not limited to) a building extension or large-scale relocation.
 - D.6.4 Licensees must:
 - D.6.4.1 appoint and train fire marshals to help with fire duties;
 - D.6.4.2 nominate an individual in their organisation to be responsible for end-to-end fire safety;
 - D.6.4.3 carry out a fire evacuation drill as per the Licensee's fire safety plan, and record results in their fire safety plan.
 - D.6.5 Training records must be maintained and made available to HAL upon request. All training should be refreshed periodically.
- D.7 First Aid Provision
 - D.7.1 Licensees must provide their own first aid measures in accordance with Health and Safety (First Aid) Regulations 1981 ensuring they are appropriate for the activities undertaken at the Airport, for the avoidance of doubt, the arrangements must be made regardless of the availability of HAL's first aid provision and Occupational Health service.
 - D.7.2 Licensees shall carry out a recorded assessment of any first aid incidents and make the assessment available to HAL upon request.
- D.8 Manual Handling
 - D.8.1 Licensees must work in accordance with the Manual Handling Operations Regulations 1992 to prevent injury to employees who transport or support loads as

part of their duties. Licensees should have in place good standard of controls and training (which should cover the load, individual, task and environment) to reduce the risks to their employees, Passengers and other users of the Airport.

D.9 Noise

- D.9.1 Licensees shall work in accordance with the Control of Noise at Work Regulations (2005), which requires employers to eliminate or reduce risks from noise at work. Licensees are responsible for assessing where their employees may be exposed to a noise hazard either through their own activities or the location of the activity.
- D.9.2 Licensees and Licensee employees, contractors and agents shall comply any applicable hearing protection requirements.
- D.9.3 Noise surveys which have been undertaken by HAL are available upon request through HAL's contract / commissioning manager from the FHS team.

SCHEDULE 4 – WINTER RESILIENCE PROTOCOL

This Schedule is based on the principles which were agreed between HAL and Licensee in relation to stand clearance and aircraft de-icing services during winter operations.

1. STAND CLEARANCE

- 1.1 HAL is responsible for snow clearance, but the Licensee recognises that assistance, support and co-operation from airlines and Groundhandlers will improve the speed at which HAL can return aircraft stands into service following snowfall.
- 1.2 HAL will meet with airlines and Licensees in accordance with the early warning indicator trigger points as defined in HAL's Aerodrome Snow Plan. The Licensee (and airlines) will support HAL in the clearance of snow from stands and equipment areas that they are operating from following a self-help process including:
 - 1.2.1 removing Equipment and vehicles from stands to allow snow clearing machinery clear access;
 - 1.2.2 spreading de-icing media provided by HAL and manually sweeping using HAL Equipment to keep working areas safe and clear;
 - 1.2.3 keeping HAL informed of stand status; and
 - 1.2.4 pushing back aircraft where and when needed.
- 1.3 HAL will supply stand clearance resources in line with HAL's tactical snow plan.
- 1.4 Stand clearance status will be defined by HAL's Ramp Snow Coordinator, (or other person nominated by HAL from time to time) using the RAG Status definitions for operable stands as defined in HAL's Tactical Snow Plan.
- 1.5 The Licensee (and Airlines) will co-operate and assist with pushing back aircraft off stand as required by HAL to assist with stand clearance; this may include both facilitating pushback and brake riding responsibilities.
- 1.6 The processes outlined above may be required outside of normal hours of operation in order to accelerate the resumption of normal operations. HAL, airlines and the Licensee will have contingency plans to extend normal operating hours to accelerate stand clearance.
- 1.7 It is understood that Licensees may require instruction from their contracted airlines for the following reasons:
 - 1.7.1 Only the airline can decide to incur the costs; and
 - 1.7.2 The contractual liabilities and health and safety elements must remain within the control of the contracted parties (airlines and Groundhandlers).
- 1.8 HAL will present a collaborative and coordinated response and use its combined resources, and those of airlines and Licensees to maximum effect for the benefit of Passengers. The Licensee will use all reasonable endeavours to assist HAL in providing the response. This approach is consistent with HAL's obligations under its Civil Aviation Act 2012 licence resilience obligations.

SCHEDULE 5 – LICENCEE CLASSIFICATION: AUDITS

- For the purposes of administration and determining the frequency of Licence Audits and Performance Reviews, Licensees are classified in the 3 categories listed below:

Licensee Category	Description	Applicable Licensee Activity (Details set out in Schedule 2)
1	Licensees involved in ramp-based aircraft turnaround operations	3 & 5
2	Licensees involved in ramp-based aircraft turnaround operations	4, 6 & 7
3	Licensees providing a groundhandling activity as defined in Schedule 2 but not involved in ramp-based aircraft turnaround operations	1, 2 & 8

- Frequency of planned Licence Audits and Performance Reviews

Licensee Category	Safety & Compliance Audits	Performance Reviews
1	Risk based approach	Monthly
2	Risk based approach	Ad-hoc when required
3	Risk based approach	Ad-hoc when required

- Licensees may be subject to additional Audits should HAL require them.
- All such Audits will be conducted in accordance with clause 15.