



**CAP1052**

**Consultation on Gatwick market power assessment**

**Appendix 2: GAL Commitments**

**May 2013**

# Gatwick Airport: *draft* Conditions of Use

Gatwick Airport Limited  
West Sussex, RH6 0NP

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The registered office for this company is at:

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West Sussex, RH6 0NP

## **Preface**

(This is not part of the Conditions of Use)

This edition replaces the Conditions of Use circulated on []

Conditions of Use, including the airport charges for Gatwick Airport Limited are contained in this booklet.

Gatwick Airport Limited: Conditions of Use

These Conditions are effective from []

For any queries regarding invoicing please contact Gatwick Credit Control Department (see 2.3.12), any other enquires should be addressed in the first instance to Gatwick Airport Chief Financial Officer's office:

For the attention of the Chief Financial Officer,  
Gatwick Airport Limited,  
South Terminal, 5th Floor, Destinations Place,  
West Sussex,  
RH6 ONP,  
United Kingdom

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## **1.1 Definitions of terms**

- 1.1.1 'Airport Charges' means charges for the landing and taking off of aircraft, the parking of aircraft and the departure of passengers.
- 1.1.2 'Air Transport Movement' means a flight carried out for hire and reward. This comprises all scheduled flights operated according to a published timetable where carriage is offered to the public whether loaded or empty and all flights where the capacity is contracted to another person, including empty positioning flights.
- 1.1.3 'Aircraft's Ascertained NOx Emission' means the product of the Engine NOx Emission as set out in the GAL Emission Database and the number of engines on the aircraft.
- 1.1.3A 'Conditions of Use' means clauses 1 to 5 and the Appendices of this document.
- 1.1.4 'Designated remote stand' means a non-pier served stand or a pier served stand to or from which coaching of passengers is unavoidable due to the airport's operational restrictions
- 1,1,4A 'Dispute' means any difference or dispute between the parties to these Conditions of Use arising out of or in connection with these Conditions of Use, MDIs, GADs or the Operator's use of the airport.
- 1.1.5 "Engine NOx Emission" means the figure expressed in kilograms for emissions of oxides of nitrogen for the relevant engine derived from ERLIG recommended sources and which in the case of Jet aircraft engines of 26.7n thrust or more are based on the standardised ICAO landing and take off cycle as set out in ICAO Annex 16 Volume II published in Document 9646 AN1943 (1995) as amended. This data can be accessed at:  
[www.caa.co.uk/default.aspx?categoryid=702&pagetype=90](http://www.caa.co.uk/default.aspx?categoryid=702&pagetype=90). In the case of Non-Jet aircraft engines the figure shall be that provided by the engine manufacturer or if no such figure is provided then as provided in the emissions value matrix. This data can be accessed at the Website:  
<http://noisedb.stac.aviation-civile.gouv.fr/>  
In the absence of any of the above sources then the figure shall be that which Gatwick Airport Limited may reasonably determine.
- 1.1.6 'Expert' means a solicitor or barrister with at least 8 years professional experience in the field of aviation law and appointed in relation to any Dispute in accordance with clause [\*] below.
- 1.1.6A 'Flight' has the same meaning as in the Air Navigation (No.2) Order, 2000, as amended.
- 1.1.7 'Flight Classification' means classification within the following categories:
- 1.1.7.1 'Domestic Flight' means a flight where the airports of both take-off and landing are within the United Kingdom, Channel Islands or the Isle of Man (excluding off shore oil or gas rig) and there is no intermediate landing outside these areas.
- 1.1.7.2 'International Flight' means all flights other than Domestic Flights.
- 1.1.8 'GAL Emission Database' means the database maintained by Gatwick Airport Limited of Engine NOx Emission of aircraft operating at the airport covered by these Conditions of Use.
- 1.1.9 'General or Business Aviation' means any air traffic not falling into any of the following categories:
- 1.1.9.1 scheduled air services;
- 1.1.9.2 non-scheduled air transport operations for hire or reward in the case of passenger air transport operations where the seating capacity of the aircraft used exceeds 10.

- 1.1.9.3 any traffic engaged on the Queen's Flight or on flights operated primarily for the purpose of the transport of Government Ministers or visiting Heads of State or dignitaries from abroad.
- 1.1.10 'International Terminal Departing Passenger' means any Terminal Departing Passenger whose final destination is a place outside the United Kingdom, Channel Islands, Republic of Ireland or the Isle of Man. This definition will be applied in all cases for determining departing passenger charges notwithstanding that such a passenger may be travelling on a domestic flight as defined in paragraph 1.1.7.1 above.
- 1.1.11 'Domestic Terminal Departing Passenger' means any Terminal Departing Passenger whose final destination is a place within the United Kingdom, Channel Islands, or Isle of Man (excluding off shore oil or gas rig) and there is no intermediate landing outside these areas.
- 1.1.12 'Irish Terminal Departing Passenger' means any Terminal Departing Passenger whose final destination is a place within the Republic of Ireland (excluding off shore oil or gas rig) and there is not intermediate landing outside these areas.
- 1.1.13 'Jet aircraft' means an aircraft other than a helicopter having a turbo jet or turbo fan engine.
- 1.1.14 'Legislation' means
- 1.1.14.1 all Acts of Parliament; and
- 1.1.14.2 all Statutory Instruments; and
- 1.1.14.3 any regulations or directions made pursuant to such Acts of Parliament or Statutory Instrument; and
- 1.1.14.4 all directly applicable EU Regulations; and
- 1.1.14.5 all regulations and requirements of any competent authority in each case as the same are amended, re-enacted or otherwise in force from time to time.
- 1.1.15 'Maximum Take Off Weight' in relation to an aircraft means the maximum total weight of the aircraft and its contents at which the aircraft may take-off anywhere in the world in the most favourable circumstances in accordance with the Certificate of Airworthiness in force in respect of the aircraft.
- 1.1.16 'Non-Jet aircraft' means an aircraft which is not a jet aircraft.
- 1.1.17 'Operator' in relation to an aircraft means the person for the time being having the management of that aircraft.
- 1.1.18 'Passenger' means any persons carried on an aircraft with the exception of the flight crew and cabin staff operating the aircraft flight.
- 1.1.19 'Schedule of Charges' means the Schedule of Charges annexed to.
- 1.1.20 'Terminal Arriving Passenger' means any passenger aboard an aircraft at the time of landing other than a Transit Passenger.
- 1.1.21 'Terminal Departing Passenger' means any passenger aboard an aircraft at the time of take-off other than a Transit Passenger.
- 1.1.22 'Time of Landing' means the time recorded by NATS as the time of touch down of an aircraft.

- 1.1.23 'Time of Take off' means the time recorded by NATS as the time when the aircraft is airborne.
- 1.1.24 'Transfer passenger' means a passenger arriving at and departing from the Airport on a different aircraft or on the same aircraft under a different flight number, whose main purpose for using the airport is to effect a transfer on a single ticket within 24 hours.
- 1.1.25 'Transit Passenger' means a passenger who arrives at the airport in an aircraft and departs from the airport in the same aircraft, where such an aircraft is operating a through flight transiting the airport, and includes a passenger in transit through the airport who has to depart in a substituted aircraft because the aircraft on which the passenger arrived has been declared unserviceable.
- 1.1.26 'UTC' means Universal Time (Co-ordinated)

## **1.2 Interpretation**

- 1.2.1 Reference to a 'Certificate of Airworthiness' shall include any validation thereof and any flight manual or performance schedule relating to the aircraft.
- 1.2.2 References to 'Chief Executive Officer' of Gatwick Airport Limited shall include a nominated deputy.
- 1.2.3 Headings are for ease of reference only and shall not be taken into account in interpreting these Conditions of Use.
- 1.2.4 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include any other gender.
- 1.2.5 If any provision of these Conditions of Use is or becomes for whatever reason invalid illegal or unenforceable it shall be divisible from the remainder of these Conditions of Use and shall be deemed to be deleted from them and the validity of the remaining provisions of these Conditions of Use shall be not be affected in any way.
- 1.2.6 Gatwick Airport Limited has previously issued directives entitled Managing Director's Instructions (MDIs); these have been renamed Gatwick Airport Directives (GADs). The re-naming of each MDI will take place as that MDI comes up for review. MDIs remain in full force and effect until either rescinded or replaced by a GAD; it is the responsibility of each person or entity bound by these Conditions of Use to ensure that they are acquainted with the terms of relevant MDIs and GADs. In these Conditions of Use the terms MDI and GAD are used interchangeably.

## **2 Conditions**

The use of the airport is subject to the following conditions:

### **2.1 General**

#### **Applicability and Enforceability of Conditions of Use**

- 2.1.1 Gatwick Airport (the "Airport") is managed by Gatwick Airport Limited.
- 2.1.2 The publication of these Conditions of Use constitutes an offer by Gatwick Airport Limited to permit the use of its facilities on the terms set out herein. The use of any facilities at the airport whether airside or landside other than as a passenger constitutes acceptance of these Conditions of Use. It is intended that these Conditions of Use constitute a contract as between Gatwick Airport Limited and each and every Operator using the facilities at the airport.

#### **Variation**

- 2.1.3 Gatwick Airport Limited may at its sole discretion vary amend or add to these Conditions of Use and any such variation, amendment to, or addition may be promulgated by means of a GAD save that no variation may be made to clauses 3.3A,3.4.1 and 4A, other than in accordance with the variation provisions contained in clauses 3.3A.3 and 4A.1.11 respectively.

#### **Compliance**

- 2.1.4 Operators shall comply with the local flying restrictions and remarks published from time to time in the AD section of the United Kingdom AIP, NOTAMS and the current Air Navigation Order and Regulations.
- 2.1.5 Operators shall comply with instructions, orders or directions including MDIs and GADs published from time to time by Gatwick Airport Limited, which may supplement vary or discharge any of the terms and conditions of use set out herein.
- 2.1.6 Operators shall comply with, and shall ensure that their servants and agents comply with, all applicable Legislation in relation to their operations at the airport and their aircraft's approach to and departure from the airport.
- 2.1.7 Operators shall comply with data requests issued by Gatwick Airport Limited for the purposes of carrying out reconciliations for rebating and invoicing.

#### **Insurance**

- 2.1.8 The Operator shall take out and maintain passengers and third party liability insurance in respect of each of its aircraft at the airport in at least the sum specified by the CAA (or if greater any other competent authority or such amount as Gatwick Airport Limited shall reasonably specify) in respect of any one event.

#### **No Waiver**

- 2.1.8 No failure or delay by Gatwick Airport Limited to exercise any right or remedy under these Conditions of Use will be construed or operate as a waiver of that right or remedy nor will any single or partial exercise of any right or remedy preclude the further exercise of that right or as a waiver of a preceding or subsequent breach.

- 2.1.9 Any express waiver granted by Gatwick Airport Limited shall be construed strictly on its terms and shall not imply or require that any further or additional waiver will be given in respect of similar future matters.

### **Indemnity**

- 2.1.10 The Operator shall indemnify and keep indemnified Gatwick Airport Limited against all costs losses damages demands expenses and claims arising as a direct or indirect result of any breach of these Conditions of Use or the requirements of any MDI or GAD.

### **Dispute Resolution Procedure**

- 2.1.10A Either party shall refer any Dispute to an Expert for determination by serving notice in writing to that effect on the other party. The notice shall contain sufficient particulars of the Dispute to be referred to an Expert.
- 2.1.10B The parties shall agree the identity of the Expert to be appointed. In default of agreement, within ten working days of the date of service of a notice referring a Dispute to an Expert for determination, the Expert shall be appointed on the application of any party to the President of the Law Society or the Chairman of the Bar Council.
- 2.1.10C The Expert shall not act as an arbitrator and the provisions of the Arbitration Act 1996 shall not apply.
- 2.1.10D The Expert shall determine the Dispute referred to him impartially and acting reasonably. The Expert will establish the procedural rules to be applied to the determination which must include the following steps:
- a. each party will be entitled to make submissions to the Expert;
  - b. the Expert may request any party to provide him with any further information as he may require in order to determine the Dispute provided any such information is made available to the other party to comment;
  - c. all communications between a party and an Expert shall be copied to the other party;
  - d. any failure by a party to respond to any request or direction by the Expert shall not invalidate the Expert's determination.
- 2.1.10E Unless a shorter period is agreed between the parties at the time of the Expert's appointment, a fully reasoned written determination must be delivered to the parties within 21 working days of the Expert's appointment.
- 2.1.11F The fees and expenses of the Expert shall be borne by the parties in equal shares unless the Expert determines otherwise. Each party shall be solely responsible for bearing its legal and other costs arising out of any reference of a Dispute to an Expert.
- 2.1.12F Any decision of the Expert shall be binding until the Dispute is finally determined by legal proceedings or by agreement.
- 2.1.12G Neither party shall make any application to a competent court in relation to the conduct of the determination or the Expert's determination or the Dispute after ninety days from the date of the Expert's determination or, in the event the Expert has failed to reach a decision, the date on which the Expert should have reached a determination.
- 2.1.12H The dispute resolution procedure set out in clauses [2.1.10A to 2.1.12G] above is without prejudice to, and does not impact upon, Gatwick Airport Limited's right to exercise its power to detain aircraft for the non-payment of Airport charges, pursuant to the Civil

Aviation Act 1982. Gatwick Airport Limited may at all times exercise that power without recourse to this dispute resolution procedure

### **Governing law and Jurisdiction**

2.1.11 These Conditions of Use, MDIs and GADs shall be governed by and construed according to the laws of England and Wales and Gatwick Airport Limited.

2.1.11B Gatwick Airport Limited and the Operator irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any Dispute.

### **Wake Vortices**

2.1.12 Operators shall be responsible for injury and damage to property sustained as a result of wake vortices generated by their aircraft.

### **Liability**

2.1.13 Neither Gatwick Airport Limited, nor its servants or agents shall be liable for the loss of or the damage to any aircraft, its parts or accessories or any property contained in the aircraft, occurring while the aircraft is on the airport or is in the course of landing or taking-off at the airport, arising or resulting directly or indirectly from any act, omission, neglect or default on the part of Gatwick Airport Limited or its servants or agents unless done with intent to cause damage or recklessly and with knowledge that damage would probably result.

2.1.14 In any event neither Gatwick Airport Limited nor its servants or agents shall be under any liability whatever for any indirect loss and/or expense (including loss of profit) suffered by an Operator.

2.1.15 Gatwick Airport Limited provides no warranty as to the continued use and operation of the airport and may at any time or from time to time at its sole discretion close or restrict access to the public to the airport or any part thereof without incurring any liability to the Operator.

### **Conflict**

2.1.16 In the event of any conflict between these Conditions of Use and the terms of another written contract between Gatwick Airport Limited and a third party then to the extent that the conflict is apparent on the face of the documentation the terms of that other written contract shall prevail over these Conditions of Use.

## **2.2 Operational**

### **Slots**

2.2.1 No Operator shall be permitted to operate to or from Gatwick Airport without first obtaining a slot from Airport Coordination Limited (ACL).

2.2.2 If in the opinion of Gatwick Airport Limited an Operator regularly or intentionally fails to adhere to an allocated slot (either arrival or departure) for reasons which are not beyond its control, then having first given the Operator an opportunity to make representations, Gatwick Airport Limited may adopt such measures as it deems appropriate to ensure that the Operator adheres to its allocated slots, such measures may include Gatwick Airport Limited prohibiting the Operator or particular services of the Operator from the airport for a fixed period of time.

## **Peak congestion**

- 2.2.3 Any Operator of General or Business Aviation, or whole plane cargo services, who operates at Gatwick Airport without the prior permission of Gatwick Airport Limited during such periods of peak congestion, as have been notified by NATS in the United Kingdom AIP or a subsequent supplement, for the airport, may be prohibited by Gatwick Airport Limited from operating during such periods of peak congestion for a minimum period of 30 days, unless in the opinion of Gatwick Airport Limited the aircraft was required to land at the airport because of an emergency or other circumstance beyond the control of the Operator.

## **Use of Chapter 2 aircraft**

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

## **Service and ground handling**

- 2.2.5 Airlines are required to either self handle or appoint third party Ground Handling Agents, to deliver operational performance in accordance with the minimum airline service standards defined in the current Service Standards GAD. These standards will be consulted on prior to implementation at the Airport Users Committee at Gatwick Airport.
- 2.2.6 In the circumstances of a diversionary aircraft arriving at Gatwick Airport, airlines are required to adhere to the current Aircraft Diversions Procedures MDI to ensure passengers and aircraft are handled effectively. The GAD includes the charge payable should Gatwick Airport Limited be required to facilitate handling of aircraft.
- 2.2.7 There is a Passenger with Reduced Mobility (PRM) Service provided at Gatwick Airport. Please refer to the current PRM GAD and General Advice Notice for information regarding this service including the requirement for pre-notification by Airlines. Pricing current at the date of issue of these Conditions of Use is attached as an appendix IV to the Schedule of Charges.

## **Policing**

- 2.2.8 Where a flight destination or carrier is identified as being at significant or high risk the Operator shall pay a charge as notified by the Chief Executive Officer equating to the cost of any policing cost additional to the services normally provided at the airport for carriers or destinations at lower levels of risk.

## **Noise supplements**

- 2.2.9 At Gatwick Airport, aircraft departures which infringe noise thresholds or aircraft of Operators that flagrantly or persistently fail to operate in accordance with Noise Preferential Routes (NPR's) prescribed for the airport, both as measured by the noise and track monitoring system operated by Gatwick Airport Limited, may be subject to supplemental charges promulgated in MDIs or GADs.

## **2.3 Payment**

- 2.3.1 The Operator shall pay the appropriate charges for landing, taking-off and parking of an aircraft, as set out in the Schedule of Charges. The Operator shall also pay for any supplies, services or facilities provided to him or to the aircraft at the airport by or on behalf of Gatwick Airport Limited at the charges determined by Gatwick Airport Limited. All charges referred to in this paragraph shall

accrue on a daily basis and shall become due on the day they were incurred and shall be payable to Gatwick Airport Limited on demand and in any event before the aircraft departs from the airport unless otherwise agreed by Gatwick Airport Limited (which agreement may be withdrawn at any time at the discretion of Gatwick Airport Limited) or unless otherwise provided in the terms for payment included in the invoice for such charges.

- 2.3.2 Payments shall be made without deductions (including taxes or charges). If the applicable law requires any tax or charge to be deducted before payment the amount shall be increased so that the payment made will equal the amount due to Gatwick Airport Limited as if no such tax or charge had been imposed.
- 2.3.3 All sums payable to Gatwick Airport Limited are exclusive of VAT which shall, where applicable, be paid in addition at the rate in force at the relevant tax point.
- 2.3.4 All sums due which are not paid on the due date shall bear interest from day to day at the annual rate of the higher of 8%, or the sum of Bank of England base rate plus 3% margin, from the date when such sums were due until the date of payment (both dates inclusive).
- 2.3.5 All new aircraft Operators to Gatwick Airport Limited (being an Operator that has had no flying operation at the airport for the previous two consecutive seasons to the season being requested) are required to lodge a deposit equivalent to 3 months of operations by that aircraft Operator (based on anticipated numbers and type of flight planned). The deposit may be reviewed after 12 months at the written request of the aircraft Operator, and will be refunded at Gatwick Airport Limited's discretion. A formal explanation will be presented to the aircraft Operator in the event the deposit is still retained by Gatwick Airport Limited following the refund request. When the Operator ceases to operate any flights from the airport for more than two consecutive seasons the deposit will be refunded subject to the right of Gatwick Airport Limited (which is hereby reserved) to set off against any such deposit any appropriate charges that have not been settled in accordance with the above provisions. In exceptional cases the Airport Chief Financial Officer may at his/her discretion waive the requirement for the 3 month deposit.
- 2.3.6 In the event of an airline currently operating at Gatwick Airport failing to meet the terms of payment for Airport Charges such that the debt incurred exceeds £10k greater than 30 days overdue (at any point within the prior 3 months) then that airline will be required to lodge a deposit with Gatwick Airport Limited equivalent to a maximum of 3 months of operations by that aircraft Operator (based on anticipated numbers and types of flight planned). Gatwick Airport Limited's Chief Financial Officer may set the level of deposit required at his/her discretion up to the maximum 3 months value, and in exceptional circumstances may waive the deposit requirement.
- 2.3.7 Under the Civil Aviation Act 1982, Gatwick Airport Limited has the power to detain aircraft where default is made in the payment of Airport Charges. The power relates to aircraft in respect of which the charges were incurred (whether or not they were incurred by the person who is the Operator of the aircraft at the time the detention begins) or to any other aircraft of which the person in default is the Operator at the time the detention begins.
- 2.3.8 The Operator agrees that Gatwick Airport Limited shall be entitled to exercise the rights of detention set out at clause 2.3.7 above or pursuant to the Civil Aviation Act 1982.
- 2.3.9 In the event of:
- 2.3.9.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Operator; or
- 2.3.9.2 the making of an application for an administration order or the making of an administration order in relation to the Operator; or

2.3.9.3 the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Operator; or

2.3.9.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Operator; or

2.3.9.5 the commencement of a voluntary winding-up in respect of the Operator, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

2.3.9.6 the making of a petition for a winding-up order or a winding-up order in respect of the Operator; or

2.3.9.7 the striking-off of the Operator from the Register of Companies or the making of an application for the Operator to be struck-off; or

2.3.9.8 the Operator otherwise ceasing to exist; or such any event or procedure analogous to the same happening in respect of the Operator in the jurisdiction governing the Operator's corporate affairs

Then there shall be deemed to be a default in the payment of any Airport Charges which are extant as at the date of such event or procedure shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982.

2.3.10 The Operator shall not, without the express written consent of Gatwick Airport Limited, be entitled in respect of any claim he may have against Gatwick Airport Limited or otherwise to make any set off against or deduction from the charges provided for in these Conditions. He must pay such charges in full pending resolution of any such claim.

2.3.11 All charges not falling within clause 2.3.1 above shall be payable within 14 days of service of an invoice. Gatwick Airport Limited shall provide seven days' notice of any intention to withdraw credit facilities but these may be withdrawn immediately upon notice if Gatwick Airport Limited is of the opinion that any act of insolvency (including but not limited to those set out at clause 2.3.9 above) has or is about to take place in relation to an Operator.

2.3.12 Any queries relating to invoices should be raised with Gatwick Airport Limited's Credit Control Department within 10 days of the invoice date. Relevant contact numbers are shown on our invoices and statements.

## **2.4 Data**

2.4.1 Data requirements are set out in the following sub clauses of this clause 2.4. Gatwick Airport Limited shall be entitled to publish any such information for the purpose of comparing the Operator's on time performance and arrivals baggage performance in such format as it may from time to time determine.

### **Reference data**

2.4.2 The Operator shall, or shall ensure that it's appointed handling agent, furnish on demand, and in such form as Gatwick Airport Limited may from time to time determine:

2.4.2.1 fleet details including Maximum Take Off Weight (MTOW in kilograms as per paragraph 1.1.13), noise characteristics of each aircraft owned or operated by the Operator and engine specifications and associated NOx levels (see paragraph 1.1.3, 1.1.5 and 1.1.8)

2.4.2.2 new and amended ownership or registration details to be advised before the 20th of the month preceding first usage

2.4.2.3 scheduled time of operation (in UTC) of all flights from point of origin to Gatwick Airport with flight durations greater than 4 hours

2.4.2.4 flight plan call signs matched to flight number

This data will be used to determine the level of charges due pursuant to clause 3 below. If an Operator believes that any charges have been demanded in error it shall notify Gatwick Airport Limited no later than three months after the date of the invoice making the relevant charge. No investigation into alleged erroneous charging may be made in respect of late claims.

2.4.2.5 All Operators are required to complete the "All Up Weight Return" form as requested by Gatwick Airport Limited so that we are able to update our records for charging purposes.

#### **Payload data**

2.4.3 The Operator shall, or shall ensure that it's appointed handling agent, furnish on demand, and in such form as Gatwick Airport Limited may from time to time determine:

2.4.3.1 information relating to the movement of its aircraft or aircraft handled by the agent at the airport within 24 hours of each of those movements. This will include the information about the total number of terminal and transit passengers (including children and infants) and the total weight of cargo and mail (expressed in Kilograms) embarked and disembarked at the airport

2.4.3.2 details of the Maximum Take Off Weight (see paragraph 1.1.13) in respect of each aircraft owned or operated by the Operator.

2.4.3.3 details of the Aircraft's Ascertained NOx Emissions (see paragraph 1.1.3, 1.1.5) in respect of each aircraft owned by the Operator.

2.4.3.4 the name and postal address, phone and fax numbers, IATA/ICAO prefix and SITA address of the Operator who is to be invoiced.

#### **Operational data**

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

2.5.2 The required operational data includes:

2.5.2.1 aircraft registration (including aircraft substitutions)

2.5.2.2 variations to schedule (including flight number, aircraft type, route and scheduled time of operation)

2.5.2.3 estimated times of operation

2.5.2.4 actual times of arrival (on runway)

2.5.2.5 actual times on and off stand and time of ATC clearance to start engines and push back

- 2.5.2.6 stand departure delays greater than 15 minutes including complete delay codes
- 2.5.2.7 turnaround linked flight numbers and registrations (including changes)
- 2.5.2.8 advance passenger details – forward booking information
- 2.5.2.9 baggage information messages (BIM's): BTM, BSM, BPM, BUM, BNS, BCM
- 2.5.2.10 misconnected baggage information – MSF world tracer report

2.5.3 The following standard IATA messages should be used:

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

2.5.4 Gatwick Airport Limited IT systems recognise and strictly apply the following IATA standards and any other codes will not be accepted:

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

2.5.5 Messages to be sent as follows:

Address LGWPA7X	MVT, LDM, SLS, DIV,ASM
Address LGWPA7X	PTM, MSE, PSM and forward booking information
SITA MDS (Message Distribution Service)	all Baggage Information Messages (BIM's)

2.5.6 All Operators are asked to submit pre-notification data for their PRM passengers in the following way:

SITA address for INFORM: LGWOCCR  
 Email address for INFORM: If you do not have a SITA, OCS will have another real time option of pre-booking passengers for the PRM service at Gatwick by using email as follows  
 Email address: LGWPRMControlCentre@ocs.co.uk

Format of the SITA/email needs to be in a recognised IATA format, the subject must start with PAL or CAL. The format detailed below should be followed as this is automatically picked up by the system:

PAL  
 ZB742/03 SEP LGW PART 1  
 1 HARRIS/RUTH. R/WCHR  
 END PAL

If passenger pre-notification is sent via email the email subject line must begin with either the words PAL or CAL. The body of the email must immediately begin with the PAL or CAL, with no salutations or line breaks. PRM email address is detailed above.

The SSR codes which are acceptable and will ensure correct allocation within the "Inform Allocation System" are detailed below. Please adhere to this list when notifying of a PRM passenger.

WCHR	Passenger cannot walk long distance, but can ascend/descend stairs
WCHS	Passenger cannot walk long distance, is unable to ascend/descend stairs but can move inside the cabin unaided
WCHC	Passenger unable to walk at all, cannot ascend/descend stairs and cannot move inside the cabin. Will need to be lifted in and out of seat on board the aircraft.
BLND	Passenger is blind or visually impaired
DEAF	Passenger is deaf or hearing impaired
DPNA	Passenger has a mental or sensory disability
PETC	Passenger is travelling with an assistance dog
STCR	Passenger is being transported in a medical stretcher on-board the aircraft. These passengers are often travelling with medical personnel and will be meeting a pre-arranged ambulance or transport
WCMP	To be used in addition to another SSR code, this will indicate passenger has their own wheelchair or mobility aid which is Manually Powered
WCBD	To be used in addition to another SSR code, this would indicate the passenger is travelling with their own wheelchair or mobility aid which is Battery powered with a Dry cell
WCBW	To be used in addition to another SSR code, this will indicate passenger is travelling with their own wheelchair or mobility aid which is Battery powered with a Wet cell
WCLB	To be used in addition to another SSR code, this will indicate passenger is travelling with their own wheelchair or mobility aid which is powered by a Lithium ion Battery

2.5.7 All Operators are required to submit within 14 days of the end of each month the details of "Departing Passenger Using Check in facilities" for that month, using the template obtainable from Gatwick Airport Limited. Details to be provided are outlined below.

Departing passenger using check in facilities at the airport to complete passenger acceptance, using one of the following methods:

- Traditional check in desk (attracts the " Departing Passenger Using Check in facilities")
- CUSS terminal (attracts the " Departing Passenger Using Check in facilities")
- Bespoke self-service at the airport (attracts the " Departing Passenger Using Check in facilities ")

Departing passenger checking in off airport but completes a visa check at the airport to complete passenger acceptance (attracts the " Departing Passenger Using Check in facilities")

Departing passenger checking in off airport and:

- Bag drop only (does not attract the " Departing Passenger Using Check in facilities ")
- Straight through to security (does not attract the " Departing Passenger Using Check in facilities ")
- Transfer passenger (does not attract the " Departing Passenger Using Check in facilities ")

Please submit the completed template within 14 days of completion of the month, via email to [tania.rameswaran@gatwickairport.com](mailto:tania.rameswaran@gatwickairport.com)

## **Data verification**

- 2.5.8 Gatwick Airport Limited may request, within 60 days of departure, copies of aircraft load sheets to enable verification of all details with respect to the passengers carried on any or all flights departing from that airport during a specified period and extracts from aircraft flight manuals to enable verification of aircraft weight, noise characteristics and the engine NOx emissions level. The Operator shall, following a request in writing made by Gatwick Airport Limited, supply it with the original copies of such documents.
- 2.5.9 Where the Operator, or its handling agent, fails to provide the information required in paragraph 2.4.3 (payload data) within the period stipulated herein Gatwick Airport Limited shall be entitled to assess the charges payable hereunder by the Operator by reference to the maximum passenger capacity of the aircraft, the Maximum Take Off Weight (see paragraph 1.1.13) and the maximum NOx emissions level of the aircraft type.

## **Data delivery**

- 2.5.10 Queries regarding data delivery should be addressed to: Email: [traffic.charging@gatwickairport.com](mailto:traffic.charging@gatwickairport.com)

# **3 Airport charges**

## **3.1 Charges on landing and take-Off**

- 3.1.1 The relevant charges for the landing and the take-off of aircraft as set out in Appendix I of the Schedule of Charges are payable.
- 3.1.2 The charge on landing and take-off will be assessed and payable on the basis of the aircraft's Maximum Take Off Weight (see paragraph 1.1.13) and the aircraft noise certification standard, as recorded by Gatwick Airport Limited on 1 April of each year. The Maximum Take Off Weight will be banded as shown below and charged accordingly as outlined in Appendix 1 of the Schedule of Charges.
- 3.1.2.1 Less than 16 metric tonnes
  - 3.1.2.2 Greater than or equal to 16 metric tonnes and less than or equal to 50 metric tonnes
  - 3.1.2.3 Greater than 50 metric tonnes

### **Chapter 3 base charge**

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

## Chapter 2 charge

3.1.5 The Chapter 3 base charge on landing or take off, calculated in accordance with the Schedule of Charges, will be increased to three times for aircraft failing to meet Chapter 3 noise certification standards as a minimum and by any non certificated aircraft.

3.1.6 Relevant documentation should be sent to:

Head of Finance Operations  
Gatwick Airport Limited  
5th Floor, Destinations Place,  
Gatwick Airport,  
West Sussex, RH6 ONP

## Chapter 3 high charge

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

3.1.8 Chapter 3 aircraft of the following types will be deemed Chapter 3 high:

AN124	BAC1-11	Boeing 707/720B
Boeing 727-100/200	Boeing 737-200	Boeing 747-100/200/300/SP
Douglas DC-8/50/62/63	Douglas DC-9/30/40/50	Douglas DC10-10
Fokker F28	IL-62M	IL- 86
TU-134A	TU-154M	YAK-42

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

## Chapter 3 minus charge

3.1.10 This charge will apply to those jet and non-jet aircraft in excess of 16 metric tonnes which, on BOTH ARRIVAL AND DEPARTURE, have a Quota Count of 0.25, 0.5 or 1, or are exempt, as described under Section 3 of the London/Gatwick Noise Restriction Notice, currently published as a supplement to the UK AIP by the Civil Aviation Authority on behalf of the Department for Transport.

3.1.11 The above supplement is revised twice a year, and until an aircraft type is included in the supplement, Gatwick Airport Limited will use its own discretion in classifying the Quota Count of that aircraft type. In the event of this happening, no subsequent retrospective claim for a lower charge on landing or take-off will be considered by Gatwick Airport Limited.

## Chapter 4 charge

3.1.12 This charge will apply to those jet and non-jet aircraft in excess of 16 metric tonnes which

3.1.12.1 were first put into service on or after 1 January 2006 and meet the noise certification standards of ICAO Annex 16 Chapter 4. Documents attesting that the aircraft complies with Chapter 4 noise certification standards must be provided to Gatwick Airport Limited, or

3.1.12.2 can demonstrate that they meet the noise certification standards of ICAO Annex 16 Chapter 4. Documents showing the noise certification values for sideline, flyover and approach, attesting that the aircraft complies with Chapter 4 noise certification standards must be provided to Gatwick Airport Limited.

#### **Emissions charge**

3.1.13 An additional NOx emissions charge applies to all aircraft over 8,618kg (based on the aircraft ascertained NOx emission), on landing and take-off as outlined in Appendix I of the Schedule of Charges.

#### **Air Navigation Services charge**

3.1.14 There is no separate charge for Air Navigation Services (ANS).

### **3.2 Charges on terminal departing passengers and non passenger flights**

3.2.1 The relevant charges payable by an airline per Terminal Departing Passengers are set out in Appendix 1 of the Schedule of Charges.

#### **Minimum charge on departure**

3.2.2 There is a minimum charge on departure for all flights at Gatwick Airport as set out in the relevant Appendix 1 of the Schedule of Charges. A "Minimum Departing charge per ATM" is applied to flights (including non-passenger flights), where an Operator's departing passenger charge drops below the minimum charge threshold. This charge is in addition to any take-off fee that may be payable.

#### **Arrivals / departures from remote stands**

3.2.3 Where a flight arrives or departs from a stand which is a designated remote stand, a rebate to the charge on Terminal Departing Passengers will be allowed as set out in the Schedule of Charges, based on the number of Terminal Arriving Passengers and Terminal Departing Passengers using remote stands. Such rebate will not apply:

3.2.3.1 to the extent that it reduces the charges on departing passengers to below the level of the relevant minimum charge on departure set out in the Schedule of Charges; or

3.2.3.2 where a remote stand has been requested by an Operator or its handling agent rather than being required by Gatwick Airport Limited for operational or pier segregation reasons.

#### **Security charge**

3.2.4 There is no separate charge for security.

### **3.3 Aircraft parking charges**

- 3.3.1 The relevant charges for aircraft parking as set out in Appendix I of the Schedule of Charges are payable.
- 3.3.2 The charges for parking of aircraft at the airport will be assessed and payable on the basis of the Maximum Take Off Weight (see paragraph 1.1.13) as recorded by Gatwick Airport Limited on 1st April of each year. For the purposes of calculation of aircraft parking charges the Maximum Take Off Weight has been divided into the following three bands:
  - 3.3.2.1 Less than 50 metric tonnes
  - 3.3.2.2 Greater than or equal to 50 metric tonnes and less than or equal to 200 metric tonnes
  - 3.3.2.3 Greater than 200 metric tonnes
- 3.3.3 Parking charges will be based on the total number of five minutes or part thereof that an aircraft has been parked on areas designated as airport company parking areas.
- 3.3.4 These charges will apply whether the aircraft is secured to the ground or to a structure on the airport or is left on the ground unsecured.
- 3.3.5 A peak charge will apply to an aircraft which occupies a pier served stand between 0600 UTC (GMT) and 1159 UTC (GMT) from 1st April to 31st October. During this period of time each minute will count as three minutes for the purpose of the calculation of parking charges.
- 3.3.6 Parking charges will accrue from the time the aircraft is "on block" until the aircraft is "off block" as recorded by the IDAHO system.
- 3.3.7 Parking is free between the hours of 2230 and 0459 UTC (GMT) from 1st April to 31st March.
- 3.3.8 The Chief Executive Officer of the airport has discretion to decide in the light of particular circumstances at the airport to abate or waive the charges set out in the Schedule of Charges in relation to the parking of aircraft at certain times and periods or on certain parts of the airport. In this event, the Chief Financial Officer will supply the details of the terms and conditions of the abatement or waiver of the charges on the request of any Operator who parks aircraft at the airport and the Operator may apply to the Chief Financial Officer for these terms and conditions.
- 3.3.9 The Chief Executive Officer of Gatwick Airport Limited may at any time order an aircraft Operator either to move a parked aircraft to another position or remove it from the airport. Failure to comply with the order within the period specified in it will render the Operator liable to a special charge, equivalent to eight times the standard parking charges set out in the Schedule of Charges, for every hour or part of an hour during which the aircraft remains in position after the period specified in the order has expired.
- 3.3.10 No abatement or waiver of the parking charges will be granted except in accordance with the terms of paragraph 3.3.8 above and paragraph 4.3.1.

### 3.3A Price Commitment

3.3A.1 For the purposes of this clause 3.3A, the following definitions apply:

- a. 'Aggregate Core Service Revenue' or ' $T_t$ ' means the sum in a Relevant Year of:
- revenue arising from Core Service Charges; and
  - an amount equal to the revenue which would arise if charges under the terms of Bilateral Contracts, equivalent to the Core Service Charges, were treated as Core Service Charges and levied in accordance with Appendix 1.
- b. 'Bilateral Contracts' means any contract relating to Airport Charges payable between an Operator and Gatwick Airport Limited other than the Conditions of Use.
- c. 'Core Service Charges' means those charges referred to in Appendix 1 of the Conditions of Use with the exception of any charges levied in respect of whole plane cargo flights, positioning flights, general and business aviation
- d. 'Core Service Yield' means the Aggregate Core Service Revenue divided by the total number of Passengers using the airport **in any Relevant Year**.
- e. 'Cumulative Revenue Difference' or ' $CRD_t$ ' is calculated as follows:
- $$CRD_t = (T_t - Q_t \cdot Y_t) + CRD_{t-1} (1 + I_{t-1})$$
- f. 'Indicative Yield Profile' for a Relevant Year or ' $Y_t$ ' is calculated as follows:
- $$Y_t = U_t + S_t$$
- g.  $I_{t-1}$  means the annual percentage interest rate equal to the sum of:
- the average of the UK Treasury Bill Discount Rate (expressed as an annual percentage interest rate) published weekly by the Bank of England, during the 12 months from the beginning of September in  $t-1$  to the end of August in the Relevant Year; and
  - if  $CRD_{t-1}$  has a positive value, 3%, otherwise, 0%.
- h. ' $Q_t$ ' means the total number of Passengers using the airport in a Relevant Year.
- i. 'Relevant Year' or ' $t$ ' means the period of twelve months ending on 31 March in each year.
- j. ' $RPI_{t-1}$ ' means the percentage change in the Retail Price Index between that published with respect to August in year  $t-1$  and that published with respect to the immediately preceding August and  $RPI_{t-2}$  shall be construed accordingly.
- k. ' $S_t$ ' means the amount by which the increase in security costs at the airport in the year  $t-1$ , which arise as a result of a change in required security standards at that airport, exceeds £[ • ] million divided by the number of Passengers using the airport in  $t-1$ .
- l. 'Term' means the period from 1 April 2014 to 31 March 2021.
- m.  $t$  denotes the relevant year being a period of twelve months starting on 1<sup>st</sup> April and ending on 31<sup>st</sup> March in the following year and ' $t-1$ ' means the year immediately preceding ' $t$ '
- n. ' $U_t$ ' means the underlying yield in a Relevant Year, calculated as follows:
- $$U_t = U_{t-1} (1 + RPI_{t-1} + X_t) \text{ where } U_{2013/14} = \text{£}8.777$$
- o. ' $X_t$ ' is the percentage set out in the table below for each Relevant year:

Relevant year t	$X_t$
2014/15	[•%] + [•%]
2015/16	[•%]
2016/17	[•%]
2017/18	[•%]
2018/19	[•%]
2019/20	[•%]
2020/21	[•%]

- 3.3A.2 The amount by which the Core Service Yield differs from the Indicative Yield Profile in a Relevant Year will generate a revenue difference which, over the course of the Term, will give rise to the Cumulative Revenue Difference. Gatwick Airport Limited shall ensure that the Cumulative Revenue Difference shall not :
- exceed £[\*] at any point in the Term; and
  - be greater than zero at the end of the Term.
- 3.3A.3 Any amendment to the Indicative Yield Profile may be made by Gatwick Airport Limited if:
- consent to that amendment is given in writing by Operators carrying at least 51% of passengers[ in the 12 months immediately preceding the date on which Gatwick Airport Limited notified Operators of the proposed amendment to the Indicative Yield Profile[ and representing at least 50% of the Operators responding in writing TBC]; or
  - there is a change in taxation legislation which has a material impact upon Gatwick Airport Limited and/or its operations at the airport.
  - the Airports Commission recommend that a second runway be built at Gatwick Airport to allow for the recovery of the reasonable costs of applying for and implementing planning permission for a second runway .
- 3.3A.4 Gatwick Airport Limited shall notify the CAA and all Operators at the airport at least 2 years prior to the end of the Term of its intention with regards to any future pricing commitment.

### 3.4 Specified airport charges

- 3.4.1 Operators and other users shall pay charges for Utilities, FEGP, Bus and Coach services, Staff Car Parking, ID pass and Airside Vehicle licensing at the rates set out in the relevant appendices within the Schedule of Charges.
- 3.4.1A Gatwick Airport Limited shall ensure that those charges referred to in clause 3.4.1 are set at a level which is fair, reasonable and non-discriminatory.
- 3.4.1B At least three months prior to making any amendments to those charges set out in clause 3.4.1 above, Gatwick Airport Limited shall provide Operators with relevant information (including cost information, where relevant) and assumptions adequate to verify the basis upon which the amended charges have been calculated.

#### PRM charges

- 3.4.2 Operators shall pay charges in relation to PRM services at the rates set out in the Appendix IV of the Schedule of Charges and the Chief Executive Officer reserves the right to make such changes to these rates as he thinks fit following consultation with airlines, which will be promulgated by issue of a GAD.
- 3.4.3 PRM charges are based on an Operator's pre-notification performance as supplied by OCS. Pending receipt of such notification Operators shall pay the charges on a provisional basis as if less than two hours-notice had been given in respect of each departing passenger. At Chief Executive Officer's discretion the provisional charges may be based on the Operator's historic performance. PRM charges are levied on each of an airline's

departing passengers. The proportion that the number of an airline's PRMs in each pre- notification band (as set out in Appendix IV of the Schedule of Charges) bears to the airline's total number of PRMs is applied to the airline's total number of departing passengers to provide the number of departing passengers in each relevant pre- notification band for charging purposes.

- 3.4.4 Gatwick Airport Limited will undertake reconciliation against the provisional payment following the end of each calendar month, based on pre-notification performance through data provided by OCS's Inform system. Any rebate or additional charge will be calculated and made on the basis of such reconciliation..
- 3.4.5 PRM pricing will be kept under review throughout the 2013/14 period and may be varied by an issue of a GAD.

#### **Check in and baggage charges**

- 3.4.6 Operators shall pay the charges for Check in and baggage as set out in Appendix V of the Schedule of Charges.
- 3.4.7 The following definitions apply for the purpose of calculating the Check in and Baggage Charges payable in accordance with Appendix V of the Schedule of Charges.
  - 3.4.7.1 "Departing Passenger using check in facilities" means a departing passenger using check-in facilities at the airport to complete passenger acceptance which includes those passengers who are issued a boarding card whether at a traditional check in desk or at a CUSS terminal or equivalent at the airport. It also includes departing passengers who completed check in off airport but completed a visa check at the airport. The "departing passenger using check in facilities" charge is not applicable for departing passengers who completed check in off airport, and are transfer passengers or passengers with hand luggage who go straight to security or passengers with hold baggage using bag drop only.
  - 3.4.7.2 "Departing Hold Bag" means each bag or item that is processed at check in desk or a bag drop facility for onward carriage in the hold of an aircraft.
  - 3.4.7.3 "Transfer bag" means each bag or item that is processed on behalf of a Transfer Passenger.
  - 3.4.7.4 "Departing ATM" means a departing scheduled or charter flight carrying passengers who are not solely transit passengers.
  - 3.4.7.5 "Departing Passenger" means each passenger on the Departing ATM with the exception of a Transit Passenger.
- 3.4.8 Check in and baggage charges are calculated on the basis of the data supplied pursuant to 2.5.7. Pending receipt of such data Operators shall pay the charges on a provisional basis as if all departing passengers were "Departing Passenger using Check in facilities". At Chief Executive Officer's discretion the provisional charges may be based on the Operator's historic performance.
- 3.4.9 Gatwick Airport Limited will undertake reconciliation against the provisional payment following the end of each calendar month based on data submitted by the Operator. Any rebate or additional charges will be calculated and made on the basis of such reconciliation.
- 3.4.10 If, an Operator fails to supply the data pursuant to 2.5.7 within 60 days of the end of any month rebates will only be paid at the discretion of the Chief Executive Officer.

## **4. Rebates**

### **4.1 Training flights**

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

### **4.2 Positioning flights**

- 4.2.1 The Chief Executive Officer of the airport has discretion to grant a 100% rebate of the charge on landing of aircraft positioning empty for public transport flights. For this purpose, a public flight shall be any flight operated for hire or reward by an aircraft with a Maximum Take Off Weight (see paragraph 1.1.13) in excess of 16 metric tonnes or such a flight by a smaller aircraft, where carriage is offered to the public on a regular basis according to a published timetable. This rebate will not be granted on flights resulting from a diversion because of bad weather.
- 4.2.2 Prior written application for permission to make the flight and for the grant of the rebate must be made to the Chief Financial Officer.

### **4.3 Other rebates**

- 4.3.1 The Chief Executive Officer of Gatwick Airport Limited has the discretion to abate or waive landing, departing passenger or parking charges for any specified category of traffic and/or when they consider it is in the interest of Gatwick Airport Limited to encourage the development of traffic at the airport.

## **4A. Service Standards**

### **4A Service Standards**

#### **Operators**

- 4A.1.1 The Operator Service Standards are set out in Appendix [\*] and take effect on [\*]. An Operator that has not met the applicable Operator Service Standards will have its entitlement to Core Service Rebates reduced, in accordance with clause [\*] below.

#### **Gatwick Airport Limited**

- 4A.1.4 The Core Service Standards are set out in Appendix VII. **[Drafting note: the various standards and metrics, including the QSM will be set out in the Appendix]**
- 4A.1.5 The Core Service Rebate is the amount payable by Gatwick Airport Limited to Operators paying Airport Charges and operating exclusively pursuant to the Conditions of Use, for a failure by it to meet the Core Service Standards Service Rebate Level and shall be calculated in accordance with clause [\*] below. In any Relevant Year the Service Rebate Percentage shall not exceed 7% of Airport Charges payable by Operators paying Airport Charges and operating exclusively pursuant to the Conditions of Use in that year.
- 4A.1.6 The Core Service Rebate shall be paid quarterly, within one month of the end of each quarter (being June, September, December, March). The rebates shall be calculated by terminal by month and allocated to the Operators that used the terminal pro-rata with the Core Service Charges (as defined in clause 3.4) payable in that month.

- 4A.1.7 The Service Bonus is a bonus earned by Gatwick Airport Limited when the Core Service Standards Service Bonus Levels have been exceeded. The Service Bonus Percentage:
- (a) in a Relevant Year shall not exceed 7% of Airport Charge payable by Operators paying Airport Charges and operating exclusively pursuant to the Conditions of Use in that year;
  - (b) earned by Gatwick Airport Limited shall offset any Service Rebate Percentage in a given month, as set out in the calculation of the Core Service Rebate at clause [\*] below. In the event that the Service Bonus Percentage exceeds the Service Rebate Percentage in a given month, that excess may be carried forward to the next month and taken into account in the calculation of that month's Net Rebate Percentage. At the end of a Relevant Year, if the Service Bonus Percentage exceeds the Service Rebate Percentage, the Indicative Yield Profile may be increased in the following year to reflect the percentage difference between the Service Bonus Percentage and Service Rebate Percentage.

- 4A.1.8 (a) The Core Service Rebate to an Operator 'a' in month 'j' shall be calculated as:

$$\begin{aligned} \text{Core Service Rebate}_{a,j} \\ &= \sum_{\text{terminals } t} \text{Net Rebate Percentage}_{a,t,j} \cdot \text{Core Service Charge}_{a,t,j} \end{aligned}$$

Where:

$$\begin{aligned} \text{Net Rebate Percentage}_{a,t,j} \\ &= \text{Service Rebate Percentage}_{t,j} - \text{Service Bonus Percentage}_{t,j} \\ &\quad - \text{Operator Standard Reduction Percentage}_{a,t,j} \end{aligned}$$

Core Service Charge<sub>a,j,t</sub> = Core Service Charges payable by each Operator "a", in respect of terminal "t", in relevant month "j"

- (b) The Service Rebate Percentage in month 'j' for each terminal 't' shall be calculated as follows: Rebates and bonuses shall be calculated separately for each terminal based on the performance against the standards for that terminal; with the exception of airfield availability, which will be calculated at an airfield level and the same percentage applied to both terminals. As noted in Table A, the inter-terminal transit availability standards and potential rebate percentages relate only to the North Terminal.

For each terminal t, the Service Rebate Percentage for the month j shall be calculated as: Service

$$\begin{aligned} \text{Rebate Percentage}_{t,j} \\ &= \sum p_{i,t} \cdot x_{i,t,j} \text{ standard } i \end{aligned}$$

Where:

$p_{i,t}$  = the maximum potential service rebate percentage per month for standard “i”, for terminal “t”, as set out in Table A.

$x_{i,t,j}$  = 0 if the standard “i”, for terminal “t”, in month “j” is greater than or equal to the service rebate level, as set out in Table A; or  
1 if the standard “i”, for terminal “t”, in month “j” is less than the service rebate level, as set out in Table A.

- (c) The Service Bonus Percentage in month ‘j’ for each terminal ‘t’ shall be calculated as follows:

For each terminal t, the Service Bonus Percentage for the month j shall be calculated as:

Service Bonus

$$\text{Percentage}_{t,j} = \sum q_{i,t} \cdot y_{i,t,j} \text{ standard } i$$

Where:

$q_{i,t}$  = the maximum potential service bonus percentage per month for standard “i”, for terminal “t”, as set out in Table A.

$y_{i,t,j}$  = 1 if the standard “i”, for terminal “t”, in month “j” is greater than or equal to the service bonus level, as set out in Table A; or  
0 if the standard “i”, for terminal “t”, in month “j” is less than the service bonus level, as set out in Table A

- (d) The Operator Standard Reduction Percentage for an Operator ‘a’ in month ‘j’ shall be calculated as follows:

For each airline “a”, Airline Standard Reduction Percentage for the month j shall be calculated as:

$$\text{Airline Standard Reduction Percentage}_{a,t,j} = \sum r_{k,t} \cdot z_{k,t,j} \text{ standard } k$$

Where:

$r_{k,t}$  = the maximum potential airline standard reduction percentage per month for standard “k”, for terminal “t”, as set out in Table B.

$z_{k,t,j}$  = 0 if the standard “k”, for terminal “t”, in month “j” is greater than or equal to the standard reduction level, as set out in Table B; or  
1 if the standard “k”, for terminal “t”, in month “j” is less than the standard reduction level, as set out in Table B.

4A.1.9 Gatwick Airport Limited shall be under no obligation to pay the Core Service Rebate to an Operator which has failed to pay Gatwick Airport Limited any amounts due and owing under these Conditions of Use.

**Amendment**

4A.1.10 Any amendment to the Airline Service Standards or the Core Service Standards may be made by Gatwick Airport Limited if: consent to that change is given in writing by Operators carrying at least 51% of passengers [and in the 12 months immediately preceding the date on which Gatwick Airport Limited notifies Operators of the proposed change to the Indicative Yield Profile; or

**Monitoring**

4A.1.11 Gatwick Airport Limited shall monitor and publish a monthly report in relation to certain airport-wide activities including:

- (a) The Core Service Standards
- (b) The Operator Service Standards;
- (c) PRM service and notification (see further clause 3.4.3);
- (d) On-time performance (departures and arrivals);
- (e) Immigration performance; and
- (f) Airport Service Quality.

**Continuity of Service Plan and Financial Resilience**

4A.1.12 Gatwick Airport Limited shall by [\*\*] develop and maintain an operational resilience plan (“the Plan”) which shall set out how Gatwick Airport Limited intends to operate an efficient and reliable airport to the levels required by the Conditions of Use. On publication, the Plan will be incorporated into the Conditions of Use. Gatwick Airport Limited will consult annually on the Plan with all Operators and the CAA.

4A.1.13 Gatwick Airport Limited shall use its best endeavours in cases of disruption caused by events of force majeure to:

- (a) minimise detriment to users on a non-discriminatory basis; and
- (b) provide timely, accurate and clear information.

4A.1.14 Gatwick Airport Limited shall not take any action which would result in the loss of an investment level credit rating for Gatwick Airport Limited.

4A.1.14 The Board of Directors of Gatwick Airport Limited shall provide an annual confirmation of adequate financial resources to operate the Airport, including the provision of those services in respect of which the Core Service Charges are raised.



## 5. Contacts

### 5.1 General

Registered name and address:

Gatwick Airport Limited  
5th Floor, Destinations Place, South Terminal  
West Sussex RH6 ONP United Kingdom

General enquiries: +44 (0) 844 335 1802

Website: [www.gatwickairport.com](http://www.gatwickairport.com)

- 5.2 Airport Charges and specified pricing: For all charges and pricing related enquiries please use the contact details outlined below. The 2013/14 charges have been consulted on with Operators and other Non-Airline organisations operating at Gatwick. For any questions relating to the consultation process or the level of charges referred to in Appendices I – VI above, please contact:  
Tania Rameswaran: ([tania.rameswaran@gatwickairport.com](mailto:tania.rameswaran@gatwickairport.com)) / 01293 501 214

- 5.3 General Operational: For all operational enquiries please use the contact details outlined below, for the relevant person.

- 5.3.1 For questions relating to the Bus & coach operation:

Jeremy Bennett: ([jeremy.bennett@gatwickairport.com](mailto:jeremy.bennett@gatwickairport.com)) / 07802 931 877

- 5.3.2 For questions relating to Check-in & Baggage:

Terminal Duty Manager: 01293 507446

- 5.3.3 For question relating to Environment and Schemes to encourage alternative modes of transport:

Tom Denton: ([tom.denton@gatwickairport.com](mailto:tom.denton@gatwickairport.com)) / 01293 501 369

- 5.3.4 For questions relating to Staff ID Passes:

Maria Mayhew: ([maria.mayhew@gatwickairport.com](mailto:maria.mayhew@gatwickairport.com)) / 01293 504 363

- 5.3.5 Electricity, Water and Sewerage and Gas:

Martin Bilton: ([martin.bilton@gatwickairport.com](mailto:martin.bilton@gatwickairport.com)) / 01293 503 045

- 5.3.6 Fixed Electric Ground Power:

Keith Robson: ([keith.robson@gatwickairport.com](mailto:keith.robson@gatwickairport.com)) / 07775 78 8906

- 5.3.7 Staff Car Parking:

Dianne Reynolds: ([dianne.reynolds@gatwickairport.com](mailto:dianne.reynolds@gatwickairport.com)) / 01293 501 119

- 5.3.8 Airside Licences:

Airdat.org: ([info@airdat.org](mailto:info@airdat.org) / 01227 200 066)

### 5.4 PRM

- 5.4.1 Assistance for passengers:

South Terminal Landside Internal: 507618 (External Contact : 01293 507618)

South Terminal Airside Internal: 698574 (External Contact : 01293 508574)

North Terminal Landside Internal: 692007 (External Contact : 01293 502007)



North Terminal Airside Internal: 694313 (External Contact : 01293 504313)

5.4.2 Operational matters

1st Contact	Duty Managers	PRM Duty Manager	07767 003 906
1st escalation	Wayne Saunders	PRM Operations Manager	07767 005 069
2nd escalation	GMC Leaders	gmc.leaders@gatwickairport.com	

5.5 Data Delivery: traffic.charging@gatwickairport.com

5.6 AOC: Ian Envis : (envistribe@msn.com) / 07785 231 936

5.7 Passenger Feedback: Jamie Moore: (jamie.moore@gatwickairport.com) / 01293 503009



**NOTE CHARGES ARE 2013/14 AND INCLUDED FOR ILLUSTRATION****Schedule of charges effective from 1st April 2013****Appendix I: Schedule of airport charges effective from the 1st of April 2013**

Charging element	Weight	Noise Cert	2013/14 charges Landing	2013/14 charges Take-Off
<b>Summer peak</b>	All weights	Chapter 2 and non certificated	£2,656.54	£2,656.54
		Chapter 3 high	£1,328.27	£1,328.27
		Chapter 3 base	£885.51	£885.51
		Chapter 3 minus	£796.96	£796.96
		Chapter 4	£752.68	£752.68
<b>Summer off peak</b>	Less than 16 metric tonnes	Any noise certification	£257.63	£257.63
		Chapter 2 and non certificated	£871.94	£871.94
	Greater than or equal to 16 metric tonnes and less than or equal to 50 metric tonnes	Chapter 3 high	£386.44	£386.44
		Chapter 3 base	£257.63	£257.63
		Chapter 3 minus	£231.86	£231.86
		Chapter 4	£218.98	£218.98
	Greater than 50 metric tonnes	Chapter 2 and non certificated	£871.94	£871.94
		Chapter 3 high	£435.97	£435.97
		Chapter 3 base	£290.65	£290.65
		Chapter 3 minus	£261.58	£261.58
<b>Winter</b>	Less than 16 metric tonnes	Any noise certification	£257.63	£257.63
		Chapter 2 and non certificated	£871.94	£871.94
	Greater than or equal to 16 metric tonnes and less than or equal to 50 metric tonnes	Chapter 3 high	£386.44	£386.44
		Chapter 3 base	£0.00	£0.00
		Chapter 3 minus	£0.00	£0.00
		Chapter 4	£0.00	£0.00
	Greater than 50 metric tonnes	Chapter 2 and non certificated	£871.94	£871.94
		Chapter 3 high	£435.97	£435.97
		Chapter 3 base	£0.00	£0.00
		Chapter 3 minus	£0.00	£0.00
Chapter 4	£0.00	£0.00		
<b>Helicopter</b>			£145.60	£0.00
<b>NOx emission charge</b>			£2.63	£2.63
<b>Charging element</b>			<b>2013/14 charge</b>	
<b>Passenger flights</b>	Domestic charge per departing passenger		£8.05	
	International charge per departing passenger		£12.27	
	Irish charge per departing passenger		£9.89	
	Minimum charge per departing ATM		£218.95	
	Remote stand rebate arriving and departing passengers (all passengers)		-£2.76	
<b>Non passenger flights</b>	Minimum charge per departing ATM		£218.95	
<b>Parking</b>	Fixed charge per 5 minutes <50 metric tonnes		£2.64	
	Fixed charge per 5 minutes ≥ 50 and ≤ 200 metric tonnes		£5.28	
	Fixed charge per 5 minutes >200 metric tonnes		£7.92	
	Summer peak period multiplier (06:00 – 11:59 UTC)		x3	

Summer peak period 0600 – 1159 UTC (GMT) and 1700 – 1859 UTC (GMT), 1st April to 31st October.

Summer off peak 1st April to 31st October, all times other than those designated as peak.



Winter

1st of November to March 31st

**Appendix II: Utilities charges**

Utilities	Prices	Units
Electricity	£0.1485	per KWh
Water	£2.980	per cubic metre
Gas	£1.1707	pence per Therm
Fixed Electrical Ground Power (FEGP)	£7.95	per hour

**Appendix III: Bus and coach charges**

Bus and Coaching	Prices	Units
Scheduled	£5.39	per movement
Chartered	£14.96	per visit

**Appendix IV: PRM charges**

PRM pre-notification bands	Prices	Units
Less than 2 hours or no notification	£0.80	Per departing passenger
Less than 24 hours notification but greater than or equal to 2 hours notification	£0.38	Per departing passenger
Greater than or equal to 24 hours notification	£0.23	Per departing passenger

**Appendix V: Check in and baggage charges**

An Operator of a scheduled or chartered ATM with Terminal Departing Passengers shall pay the following charges with respect to Check in and Baggage.

Metric of use	Prices	Unit charge
Departing Passenger using check-in facilities	£0.170	per passenger
Departing Hold Bag	£0.482	per bag
Transfer Bag	£0.243	per bag
Departing ATM	£18.05	per ATM
Departing Passenger	£0.446	per passenger



**Appendix VI – Staff Car Parking, Airside Operators Licence and Staff ID charges**

Staff car parking / airside Operators licence	Prices
Staff car parking	£496 per pass per year (including £10 transport levy)
Airside Operators licence	£640 per licence per 2 year period

Staff ID passes	Prices	Notes	
Restricted Zone Permanent Passes	RZ Pass Issue and Vetting	£85.19	Charged on application
	RZ Pass Issue and vetting and one re-submission	£97.97	Re-submission following avoidable error with original submission
	RZ Pass Issue and vetting and two re-submissions	£170.38	Re-submission following an avoidable with original submission
	RZ Pass Issue, TUPE, Change of details, five year re-issue, lost or stolen replacement	£42.59	TUPE, change of details, five year re-issue
	RZ damaged / defaced pass	£85.19	Use of pass for any other purpose than for which it was issued
Restricted Zone Temporary Passes	RZ 30 day escorted pass issue and five year vetting	£36.96	Charged on application
	RZ 30 day escorted pass issue and twelve month vetting	£85.92	Charged on application
	RZ 30 day escorted pass Lost/Stolen replacement	£36.96	
	RZ 1-5 day escorted pass issue, re-issue, lost or stolen replacement	£25.00	
Landside and Controlled Area Passes	Landside and controlled area pass issue, re-issue, lost or stolen replacement	£42.59	Charged on application
Vehicle passes	Permanent vehicle pass	£26.31	
	Temporary vehicle pass	£10.00	
Charges for un-surrendered passes	Un-surrendered RZ and landside pass Un-surrendered RZ 30 days escorted pass Un-surrendered RZ 1-5 day escorted pass	£61.76	After 60 days

**Appendix VII – Airport Service Quality Targets (Rebates & Bonuses)- TBD****Appendix VII- Airline Service Quality Targets-TBD**