

Dated **2024**

London Borough of Newham (1)

London City Airport Limited (2)

Docklands Aviation Group Limited (3)

NatWest Markets plc (4)

Transport for London (5)

Deed of Variation

**pursuant to Section 106 and Section 106A of the
Town and Country Planning Act 1990**

**relating to Development at London City Airport
Royal Docks, London E16 2PX**

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THIS DEED is made on

2024

BETWEEN:

- (1) **LONDON BOROUGH OF NEWHAM** (“the Council”)
- (2) **LONDON CITY AIRPORT LIMITED** (company number 1963361) whose registered office is at City Aviation House, Royal Docks, London E16 2PB (“**LCA**”)
- (3) **DOCKLANDS AVIATION GROUP LIMITED** (company number 5879149) whose registered office is at City Aviation House, London City Airport, London E16 9PB (“**DAGL**”)
- (4) **NATWEST MARKETS plc** (company number SCO90312) whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose address for service in England and Wales is Syndicated Loans Agency, The Royal Bank of Scotland plc, Level 5, 135 Bishopsgate, London EC2M 3UR (“**Mortgagee**”)
- (5) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London, E20 1JN (“**TfL**”)

WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act and the local highway authority for the purposes of the Highways Act 1980 for the area in which the Land is situated.
- (B) DAGL is the freehold owner of the Yellow Land and is the owner of the head leasehold interest in the Yellow Land, the Blue Hatched Land, the Blue Land and the Purple Land. DAGL is also the owner of long leasehold interests in the Pink Land and the Brown Land (other than the parts of Hartmann Road (and land adjacent thereto) transferred to LCA and registered at the Land Registry under title number TGL469846).
- (C) LCA is the occupational tenant of the Yellow Land under occupational leases dated 23 December 1998 and 28 October 1999 made between Marketspur Limited and LCA and a reversionary lease dated 28 October 1999 between Marketspur Limited and LCA. LCA is also the occupational tenant of the Blue Land, the Blue Hatched Land and the Purple Land. and is the freehold owner of the land which interest is registered at the Land Registry under title number TGL469846 (being the red-hatched land, as well as parts of parts of Hartmann Road (and land adjacent thereto) within the Brown Land and the Pink Land).
- (D) All of the interests referred to in the preceding recitals are affected by a charge and the Mortgagee is party to this deed for the purposes of clause 6.
- (E) TfL is the strategic transport authority for London and is the highway authority for the purposes of the Highways Act 1980 for certain highways in the vicinity of the Development and is also responsible for the planning and operation of the public transport serving the Land.

- (F) The Council is the local planning authority for the area in which the Land is situated.
- (G) The Planning Permission was granted on 29 July 2016.
- (H) On 27 April 2016, the parties to this Deed (as well as GLA Land and Property Limited entered into the S106 Agreement in connection with the Planning Permission.
- (I) The parties to this Deed entered into the First Deed of Variation to make amendments to the S106 Agreement in light of changes to the construction programme and changes to the programmed delivery of the energy centres.
- (J) The parties to this Deed entered into the Second Deed of Variation to make further amendments to the S106 Agreement in view of further changes to the construction phasing of the Development.
- (K) The parties to this Deed (other than Transport for London) entered into the Third Deed of Variation to the S106 Agreement to amend the timing of payment of instalments of the Education Contribution and the Employment Contribution.
- (L) The parties to this Deed entered into the Fourth Deed of Variation to amend obligations in the S106 Agreement concerning the timing of payment of instalments of the Community Recreation Contribution, the DLR Station Management Contribution, the Education Contribution and the Employment Contribution.
- (M) LCA lodged an appeal (reference APP/G5750/W/23/3326646) on 26 July 2023 following the Council's refusal of the planning application (reference 22/03045/VAR) to vary conditions attached to the Planning Permission. The parties to this Deed have agreed to amend certain obligations in the S106 Agreement and to supplement these with further obligations in order to secure the planning obligations necessary to meet policy requirements if the Secretaries of State decide to allow the Appeal.
- (N) GLA Land and Property Limited is not a party to this Deed on the basis that there is no modification or variation of Schedule 4 of the S106 Agreement in accordance with clause 6.1(c) of the S106 Agreement.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Deed, unless the context demands otherwise the following expressions shall have the meanings set out below:

WORDS AND EXPRESSIONS

"Appeal"	the appeal against the refusal of the application with reference 22/03045/VAR made by LCA on 26 July 2023 and given reference APP/G5750/W/23/3326646
"Appeal Decision"	means the final decision by the Secretaries of State which determines the Appeal and grants the s73 Permission
"First Deed of Variation"	the Deed of Variation dated 18 December 2018 entered into between the parties to this Deed
"Fourth Deed of Variation"	the Deed of Variation dated 11 August 2022 entered into between the parties to this Deed
"Implementation of the s73 Permission"	the date on which the Airport Companies notify the Council that the Development will proceed pursuant to the S73 Permission pursuant to paragraph 3.2 of this Deed
"s73 Permission"	the planning permission granted pursuant to the Appeal
"Second Deed of Variation"	the Deed of Variation dated 20 December 2019 entered into between the parties to this Deed
"Third Deed of Variation"	the Deed of Variation dated 17 December 2020 entered into between the parties to this Deed (other than Transport for London)
"the S106 Agreement"	the Section 106 Agreement dated 27 April 2016 entered into between the parties to this Deed (as well as GLA Land and Property Limited) as amended by the First, Second, Third and Fourth Deed of Variation

1.2 The provisions in the S106 Agreement relating to its interpretation apply equally to this Deed (except to the extent that they are expressly varied in this Deed).

1.3 Words and expressions in the S106 Agreement have the same meaning in this Deed (except to the extent that they are expressly varied in this Deed).

2 Legal Effect

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act (and is a planning obligation for the purposes of those sections) and pursuant to Section 111 of the Local Government Act 1972.

2.2 This Deed is supplemental to the S106 Agreement and the obligations and covenants in the S106 Agreement:

- (a) are covenants and planning obligations to which the statutory provisions referred to in clause 2.1 apply; and
- (b) relate to the Land; and
- (c) are enforceable by the Council as the local planning authority; and
- (d) are for the purposes of regulation 122 of the Community Infrastructure Levy Regulations 2010 necessary, directly related to the Development, and fairly and reasonably related in scale and kind; and
- (e) are binding on the Airport Companies and (subject to clause 6 of the S106 Agreement) TfL and GLA Land and Property Limited, including their respective successors in title and assigns and any person corporate or otherwise that acquires an interest or estate created in the Land (or any part or parts thereof) as if that person had also been an original covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person

2.3 This Deed shall be registrable as a local land charge by the Council.

2.4 References in this Deed to the Council shall include any successor to its statutory functions.

2.5 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or the S106 Agreement.

2.6 If any obligation on the part of the Airport Companies as introduced by or as amended by this Deed is determined pursuant to the Appeal Decision not to constitute a reason for granting the s73 Permission because it fails to satisfy the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 then that obligation (but no other part of this Deed or the S106 Agreement) shall have no further force or effect and shall not be enforceable against any of the parties to this Deed or their respective successors in title.

3 Commencement and Notification

3.1 Save for clauses 1-3 and 5-8 of this Deed (which shall take effect on completion of this Deed) the obligations in this Agreement are conditional:-

- (a) on the grant of the s73 Permission; and
- (b) Implementation of the s73 Permission

- 3.2 LCA shall serve notice on the Council of the date on which the Development will proceed pursuant to the s73 Permission.

4 Variation

- 4.1 Save as expressly varied by this Deed the S106 Agreement shall remain in full force and effect.
- 4.2 The S106 Agreement is varied as provided for in the Schedules to this Deed and the cumulative effect of such variation and the amendments given effect by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation, the Fourth Deed of Variation and this Deed is shown in the track changed version of the S106 Agreement annexed to this Deed at Annexure 1 (with changes introduced by this Deed also shown highlighted in blue).
- 4.3 The parties covenant with each other to give full force and effect to this Deed in the interpretation, performance and enforcement of the obligations in the S106 Agreement.

5 Costs

- 5.1 LCA agrees that on completion of this Deed it shall pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed.

6 Mortgagee's Consent

- 6.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Airport Companies with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee or any other future mortgagee (or any receiver or agent appointed on its behalf) shall only be obliged to perform them if it becomes a mortgagee in possession of the Land
- 6.2 For the avoidance of doubt neither the Mortgagee nor any other future mortgagee (nor any receiver or agent appointed on its behalf) will be liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee (or another future mortgagee as the case may be) (or any receiver or agent appointed on its behalf) is in possession of all or the relevant part of the Land to which the obligation applies.

7 Contracts (Rights of Third Parties Act) 1999

- 7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

8 Applicable Law

- 8.1 This Deed shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.

IN WITNESS whereof this Deed has been executed by the parties hereto as a deed and delivered on the day and year first before written.

Schedule 1 - S106 Agreement Definitions and Operative Provisions

The following amendments shall be made to the 'Definitions' of the S106 Agreement (pages 3 to 31):

- 1 The following new definition shall be inserted after "2009 Permission":

"55dB Night Contour" means the 55 dB $L_{Aeq,8h}$ Average Mode summer night-time contour;"

- 2 The following new definition shall be inserted after "57dB Contour":

"60dB Contour" means the 60 dB $L_{Aeq,16h}$ Average Mode summer day contour"

"60dB Weekend Contour" means the 60 dB $L_{Aeq,16h}$ Average Mode summer weekend daytime contour"

"61dB Contour" means the 61 dB $L_{Aeq,16h}$ Average Mode summer day contour

"62dB Contour" means s the 62 dB $L_{Aeq,16h}$ Average Mode summer day contour"

- 3 The following new definition shall be inserted after "Act":

"Actual 55dB Night Contour" means the 55dB Night Contour based on actual aircraft night-time (23.00-07.00 local) movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report;"

- 4 The following new definitions shall be inserted after "Actual 57dB Contour":

"Actual 60dB Contour" means the 60dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report"

"Actual 60dB Weekend Contour" means the 60dB Weekend Contour based on actual aircraft movements for the summer weekend daytime period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report"

"Actual 61dB Contour" means the 61dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report;

"Actual 62dB Contour" means the 62dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report;

- 5 A new definition of “Additional Employment Contribution” shall be inserted after the new definition of “Additional Education Contribution” as follows:

“Additional Employment Contribution” means the sum of one million, eight hundred and ninety seven thousand and eight hundred pounds (£1,897,800) With Indexation payable by the Airport Companies to the Council in three equal instalments as prescribed in paragraph 3 of Schedule 5 towards the following employment initiatives to be offered by the Council in connection with the S73 Permission:

- (a) supporting people in gaining entry into work associated with the Airport and the Development including through Newham Workplace (including any equivalent replacement body); and
- (b) ensuring local residents are given the opportunity to access jobs at the Airport or related to the Development”

- 6 A new definition of “Area of Benefit” shall be inserted after the definition of “the Application” as follows:

“Area of Benefit” means the area encompassing the London Boroughs of Barking and Dagenham, Bexley, Greenwich, Hackney, Havering, Newham, Lambeth, Lewisham, Redbridge, Southwark, Tower Hamlets and Waltham Forest and Epping Forest District Council”

- 7 A new definition of “CCCAP” shall be inserted after the definition of “CADP Noise Insulation Schemes” as follows:

“CCCAP” means a Carbon and Climate Change Action Plan setting out measures for reducing and offsetting greenhouse gas emissions from Airport activities and a programme of delivery, with such plan to include the following three key targets (or any revised targets as agreed between the Airport Companies and the Council in a revised CCCAP):

- (a) reduce the emissions the airport controls (Scope 1 and 2) to net zero by 2030 and to zero by 2040;
- (b) work with airlines to reduce flight emissions to net zero by 2050; and
- (c) buildings associated with the Development to achieve BREEAM ‘Very Good’ certification as a minimum”

- 8 A new definition of “Deed of Variation Five” shall be inserted after the definition of “DAGL” as follows:

“Deed of Variation Five” means the deed of variation to this Agreement entered into in connection with the S73 Permission”;

- 9 In the definition of “Eastern Energy Centre” the following shall be inserted following ‘as part of the Development’:

“, utilising technologies such as heat pumps and/or photovoltaics and/or other renewable technologies in place of gas-fired combined heat and power, in the location”

- 10 A new definition of “Eligible Projects” shall be inserted after the definition of “Education Contribution” as follows:

“Eligible Projects” means projects to be funded by grants from the London City Airport Community Fund which make a contribution towards:

- (a) Improving amenity in areas local to the Airport and along its flight paths including, but not limited to, creation of/improvements to playgrounds, parks, sporting facilities and community recreation facilities; and/or
- (b) Building stronger, safer and healthier communities; and/or
- (c) Creating more sustainable and greener communities; and/or
- (d) Raising aspirations of East Londoners; and/or
- (e) Creating pathways into employment”

- 11 The following new definitions shall be inserted after “First Tier Scheme”:

“Future Growth 55dB Night Contour” means the maximum extent 55dB Night Contour in connection with the S73 Permission shown on Plan 20”;

“Future Growth 57dB Contour” means the maximum extent 57dB Contour in connection with the S73 Permission shown on Plan 21”

“Future Growth 60dB Contour” means the maximum extent 60dB Contour in connection with the S73 Permission shown on Plan 22”;

“Future Growth 66dB Contour” means the maximum extent 66dB Contour in connection with the S73 Permission shown on Plan 23”;

- 12 A new definition of “Implementation of the S73 Permission” shall be inserted following the definition of “Implementation Date” as follows:

“Implementation of the S73 Permission” means the date on which the Airport Companies notify the Council that the Development will proceed pursuant to the S73 Permission”

- 13 The definition of “Intermediate Tier Scheme” shall be amended to add “and, as from Implementation of the S73 Permission, within the Actual 60dB Weekend Contour (with Eligible Properties within additional Noise Contours covered by future dates as specified in Annexure 12)” after “Actual 63 dB Contour”.

- 14 A new definition of “London City Airport Community Fund” shall be inserted following the definition of “London Buses” as follows:

“London City Airport Community Fund” means the fund launched by the Airport Companies in 2019 with registered charity number 1182642 which has as its purpose supporting Eligible Projects within the Area of Benefit”

- 15 A new definition of “London City Airport Community Fund Contribution” shall be inserted following the definition of “London City Airport Community Fund” as follows:

“London City Airport Community Fund Contribution” means the sum of three million, eight hundred and fifty thousand pounds (£3,850,000) With Indexation payable by the Airport Companies in accordance with Schedule 20 to this Agreement”

- 16 A new definition of “London City Airport Community Fund Terms of Reference” shall be inserted following the new definition of “London City Airport Community Fund Contribution” as follows:

“London City Airport Community Fund Terms of Reference” means the terms of reference in respect of the London City Airport Community Fund including the establishment of a board of Trustees, a grant committee, governance, eligibility, trust objectives, arrangements for applications for funding, meetings, reporting and monitoring, as set out in the document entitled “London City Airport Community Fund Terms of Reference” attached at Annexure 15 and as many be modified from time to time by the Trustees PROVIDED THAT the London City Airport Community Fund shall always be operated for the purpose of supporting Eligible Projects within the Area of Benefit”

- 17 A new definition of “New Neighbouring Authority Agreement” shall be inserted following the definition of “Neighbouring Authority Agreement” as follows:

“New Neighbouring Authority Agreement” means a binding agreement to be entered into between the Airport Companies and any London Borough within whose administrative boundary the Actual 57dB Contour falls and such agreement shall comprise a binding commitment by the Airport Companies (and their respective successors in title) to comply with the obligations in this Agreement contained in paragraphs 1 to 8 of Part 1 of Schedule 9 (with such variations to the same as are a consequence of the S73 Permission) in the administrative area of that London Borough and the New Neighbouring Authority Agreement shall be substantially in the form included at Annexure 13”

18 The definition of “Noise Contours” shall be amended to read as follows:

- (a) the Actual 55dB Night Contour
- (b) the Actual 57dB Contour
- (c) the Actual 60dB Contour
- (d) the Actual 60dB Weekend Contour
- (e) the Actual 61dB Contour
- (f) the Actual 62dB contour
- (g) the Actual 63dB Contour
- (h) the Actual 66dB Contour
- (i) the Actual 69dB Contour
- (j) the Predicted 55dB Night Contour
- (k) the Predicted 57dB Contour
- (l) the Predicted 60dB Contour
- (m) the Predicted 60dB Weekend Contour
- (n) the Predicted 61dB Contour
- (o) the Predicted 62dB Contour
- (p) the Predicted 63dB Contour
- (q) the Predicted 66dB Contour
- (r) the Predicted Reduced 55dB Night Contour
- (s) the Predicted Reduced 57dB Contour
- (t) the Predicted Reduced 60dB Contour

(u) the Predicted Reduced 60dB Weekend Contour

(v) the Predicted Reduced 61dB Contour

(w) the Predicted Reduced 62dB Contour

(x) the Predicted Reduced 63dB Contour

(y) the Predicted Reduced 66dB Contour”

- 19 The following new definitions shall be inserted after “Plan 19” and the plans attached to this Deed at Annexure 6 shall be inserted after Plan 19:

“**Plan 20**” means the plan attached hereto and numbered “20”

“**Plan 21**” means the plan attached hereto and numbered “21”

“**Plan 22**” means the plan attached hereto and numbered “22”

“**Plan 23**” means the plan attached hereto and numbered “23”

- 20 The following new definition shall be inserted after “Practical Completion”:

““**Predicted 55dB Night Contour**” means the 55dB Night Contour based on forecast aircraft night-time movements (23.00-07.00) for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report;”

- 21 The following new definitions shall be inserted after “Predicted 57dB Contour”:

“**Predicted 60dB Contour**” means the 60dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

“**Predicted 60dB Weekend Contour**” means the 60dB Weekend Contour based on forecast Aircraft Movements at the Airport for the summer weekend daytime period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

“**Predicted 61dB Contour**” means the 61dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

“Predicted 62dB Contour” means the 62dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

- 22 The following new definition shall be inserted after “Predicted 66dB Contour”:

“Predicted Reduced 55dB Night Contour” means the 55dB Night Contour based on forecast aircraft night-time movements (23.00-07.00) for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in the preceding five calendar years;”

- 23 The following new definitions shall be inserted after “Predicted Reduced 57dB Contour”:

“Predicted Reduced 60dB Contour” means the 60dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years”

“Predicted Reduced 60dB Weekend Contour” means the 60dB Weekend Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years”

“Predicted Reduced 61dB Contour” means the 61dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years”

“Predicted Reduced 62dB Contour” means the 62dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years”

- 24 A new definition of “S73 Permission” shall be inserted following the definition of “Road Signage Contribution”, as follows:

“**S73 Permission**” means the planning permission granted pursuant to the appeal against the refusal of the application with reference 22/03045/VAR made by LCA on 26 July 2023 and given reference APP/G5750/W/23/3326646”

- 25 The definition of “Second Tier Scheme” shall be amended to add “and, as from Implementation of the S73 Permission, the Actual 55dB Night Contour” after “the Actual 66 dB contour”.

- 26 A new definition of “STF Qualifying Initiatives” shall be inserted following the definition of “Start Date” as follows:

“**STF Qualifying Initiatives**” means feasibility studies, mode share monitoring and analysis, direct funding of sustainable transport initiatives (including infrastructure and STF Priority Projects) and contributions towards the Council or TfL for the delivery of sustainable transport initiatives (including transport service subsidies, infrastructure and STF Priority Projects) all of which have as their aim the achievement of STF Qualifying Purposes and “**STF Qualifying Initiative**” shall be construed accordingly”

- 27 A new definition of “STF Qualifying Purposes” shall be inserted following the new definition of “STF Qualifying Initiatives” as follows:

“**STF Qualifying Purposes**” means contributing towards the Airport achieving its mode share targets, reducing the impact of private car journeys, decreasing carbon and pollution emissions and encouraging the use of sustainable modes of transport”

- 28 A new definition of “STF Priority Projects” shall be inserted following the new definition of “STF Qualifying Purposes” as follows:

“**STF Priority Projects**” means priority projects for consideration by the Transport Forum for the application of the Sustainable Transport Fund which shall include but not be limited to the following and which shall be subject to periodic review by the Transport Forum:

- (a) earlier DLR services to and from the Airport (subject to DLR engineering assessment) ;
- (b) improving connectivity between the Airport and the Elizabeth Line, informed by feasibility studies;
- (c) improvement of local bus routes serving the Airport (including improved frequencies);
- (d) integration with future bus routes south of the Thames via the Silvertown Tunnel;

- (e) transport measures identified through the Airport's staff and passenger travel plans (PROVIDED THAT such measures represent enhancements to the Airport's existing approved travel plans or are secured through future approved travel plans);
- (f) measures to improve walking and cycling infrastructure around the airport and within the Royal Docks; and
- (g) wayfinding and accessibility improvements within Canning Town DLR and Jubilee Line station and adjacent bus station

and **"STF Priority Project"** shall be construed accordingly."

- 29 A new definition of "Sustainable Transport Fund" shall be inserted following the definition of "STQ Site", as follows:

"Sustainable Transport Fund" means a fund to be established by the Airport Companies which is to be used to fund STF Qualifying Initiatives"

- 30 A new definition of "Sustainable Transport Fund Contribution" shall be inserted following the definition of "Sustainable Transport Fund", as follows:

"Sustainable Transport Fund Contribution" means a contribution of no less than fourteen million pounds (£14,000,000) With Indexation towards the Sustainable Transport Fund and payable in instalments in accordance with Schedule 21 of this Agreement"

- 31 A new definition of "Trustees" shall be inserted following the definition of "the Transport Forum" as follows:

"Trustees" means the trustees serving from time to time as appointed trustees of the London City Airport Community Fund

- 32 A new definition of "With Indexation" shall be inserted following the definition of "Western Energy Centre" as follows:

"With Indexation" in relation to any sum means that sum is increased by an amount in proportion to the increase in the All Items Index of Retail Prices ("RPI Index") issued by the Office for National Statistics from the date of Deed of Variation Five until the date on which such sum is paid in accordance with the following formula:

$$X = \text{£Y} \times B/A$$

Where:

X is the sum in question after application of this formula

£Y is the sum due under this Deed to which this formula is applied

A is the value of the RPI Index last published before the date of Deed of Variation Five; and

B is the value of the RPI Index last published before sum (£Y) is paid

- provided that if the RPI Index shall cease to exist, any substitute index published by the Office for National Statistics shall be used”

Paragraph 9.5 shall be amended as follows:

33 By inserting “with effect from the date of this Agreement” prior to “any London Borough” at the beginning of 9.5(a); and

34 By inserting a new paragraph (aa) after (a)(ii) as follows:

“(aa) With effect from Implementation of the S73 Permission any London Borough within whose administrative boundary the Actual 57dB Contour falls shall have the benefit of and the right to enforce the provisions included in paragraphs 1 to 8 of part 1 of Schedule 9 (with such variations to the same as are a consequence of the S73 Permission) in relation to its local authority area subject always to the following conditions:

- (i) the benefit of and the right to enforce the provisions referred to are conditional in each case upon the relevant London Borough complying at all times with the obligations expressed in those provisions to exist on the part of the Council so far as the same affect its local authority area; and
- (ii) the relevant London Borough shall have the benefit of and the right to enforce the provisions referred to during the period from the date of Implementation of the S73 Permission up to but not including the date of completion of the New Neighbouring Authority Agreement for the relevant Borough but not further or otherwise and for the avoidance of doubt after that time their respective rights to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 shall cease”

Schedule 2 - S106 Agreement Schedule 5

Schedule 5 of the S106 Agreement shall be amended as follows:

- 1 A new paragraph 3.5 shall be added to Schedule 5 after paragraph 3.4 as follows:

“to pay the Additional Employment Contribution to the Council in three equal instalments subject to the following conditions and in the following manner:

- (a) within 7 days of any Annual Performance Report published after the date of Implementation of the S73 Permission confirming that passenger numbers for the preceding year have exceeded 6.5 million, the Airport Companies shall pay to the Council six hundred and thirty two thousand and six hundred pounds (£632,600) With Indexation of the Additional Employment Contribution;
- (b) on the first and second anniversary of the payment of the instalment due under paragraph 3.5(a), the Airport Companies shall pay to the Council six hundred and thirty two thousand and six hundred pounds (£632,600) With Indexation of the Additional Employment Contribution”

Schedule 3 - S106 Agreement Schedule 6

Schedule 6 of the S106 Agreement shall be amended as follows:

- 1 The Schedule shall be re-labelled “District Heating and Eastern Energy Centre”
- 2 A new paragraph 1.1 shall be inserted as follows:

“Not to commence construction of the Eastern Energy Centre unless and until details of measures to safeguard a future connection to a DHN (“**DHN Safeguarding**”), via the Eastern Energy Centre, have been submitted to and approved in writing by the Council”
- 3 Paragraph 1.1 shall be renumbered as paragraph 1.2 and shall be amended to read as follows:

“Subject to paragraph 1.4 of this Schedule not to Occupy the Western Terminal Extension unless and until the Eastern Energy Centre (incorporating the DHN Safeguarding approved pursuant to paragraph 1.1) has been provided and commissioned and the Eastern Energy Centre is supplying heat to buildings at the Airport and to maintain the approved DHN Safeguarding for a period of up to ten years from the date on which the Eastern Energy Centre first supplies heat to buildings at the Airport or until a DHN Operator connects the Airport to a DHN, whichever is earlier”
- 4 Paragraph 1.2 shall be renumbered as paragraph 1.3 and shall be amended such that “at least six months” shall be inserted prior to “prior to Commencement”; the “Western Terminal Extension” shall be replaced with “the Eastern Energy Centre”; “within six months of such Commencement” shall be replaced with “prior to Commencement of the Eastern Energy Centre”; and “(within 500 metres of the Airport)” shall be inserted after “proposals for a DHN in the Royal Docks” in the condition at limb (a).
- 5 Paragraph 1.3 shall be renumbered as paragraph 1.4 and shall be amended such that “the approved” is replaced with “an approved”; “Occupation of the Western Terminal Extension” is replaced with “Commencement of the Eastern Energy Centre”; “paragraph 1.1” is replaced with “paragraph 1.2”; and “procured” is replaced with “used reasonable endeavours to procure”.
- 6 Paragraph 1.4 shall be deleted in its entirety.

Schedule 4 – S106 Agreement Schedule 9

Schedule 9 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 9.2 shall be amended by replacing the reference to “Schedule 8” with “Schedule 9”.
- 2 New paragraphs 9.3 and 9.4 shall be inserted after paragraph 9.2 as follows:
 - “9.3 The Airport Companies shall use reasonable endeavours to enter into New Neighbouring Authority Agreements within six months of Implementation of the S73 Permission or such other longer timescale as agreed with the Council and for the avoidance of doubt upon completion of a New Neighbouring Authority Agreement the Council shall cease to have any responsibility for enforcing (in relation to the revised CADP Noise Insulation Schemes) the provisions of paragraphs 1 to 8 in Part 1 of Schedule 9 to this Agreement insofar as:
 - (a) those provisions are contained in the relevant New Neighbouring Authority Agreement and
 - (b) those provisions apply to properties within the administrative area of the London Borough with whom the relevant New Neighbouring Authority Agreement has been concluded.
 - 9.4 The Airport Companies shall not complete any New Neighbouring Authority Agreement without having obtained the prior written approval of the Council to the form and content of that Agreement Provided That the Council can only withhold its approval where the Airport Companies do not covenant with the relevant London Borough under the New Neighbouring Authority Agreement in terms which have at least the same effect as paragraphs 1 to 8 of Part 1, Schedule 9 in relation to the revised CADP Noise Insulation Schemes”

Schedule 5 - S106 Agreement Schedule 14

Schedule 14 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 6.3(a) shall be amended so as to remove “14 days of receipt” and replace this with “7 days of its publication on the Airport’s website”

Schedule 6 - S106 Agreement Schedule 20

A new Schedule 20 of the S106 Agreement shall be inserted after Schedule 19 as follows:

“Schedule 20

London City Airport Community Fund

- 1 The Airport Companies joint and severally covenant with the Council as follows:
 - 1.1 To maintain the London City Airport Community Fund and use reasonable endeavours to maintain the registration of the same with the Charity Commissioners as a registered charity for a period of no less than ten (10) years from Implementation of the S73 Permission.
 - 1.2 To procure the operation of the London City Airport Community Fund substantially in accordance with the London City Airport Community Fund Terms of Reference for a period of no less than ten (10) years from Implementation of the S73 Permission.
 - 1.3 To pay to the London City Airport Community Fund the London City Airport Community Fund Contribution as follows:
 - (a) pay the sum of three hundred and eighty five thousand (£385,000) With Indexation annually for a period of ten (10) years from Implementation of the S73 Permission;
 - (b) with the first payment to be made on Implementation of the S73 Permission and each subsequent payment to be made on the anniversary of Implementation of the S73 Permission; and
 - (c) to provide evidence to the Council of each such payment having been made.”

Schedule 7 - S106 Agreement Annexure 15 – London City Airport Community Fund Terms of Reference

A new Annexure 15 of the S106 Agreement shall be inserted after Annexure 14 as follows:



London City Airport Community Fund – Terms of Reference

1. Overview

The London City Airport (LCY) Community Fund is a registered charity with a Board of Trustees (the Trustees) to administer, consider and allocate grant funding to support eligible projects, individuals and organisations which benefit the local community.

2. Objectives

The Community Fund is intended to improve the quality of life in the local community by:

- Improving amenity in areas local to the Airport and along its flight paths including, but not limited to, creation of/improvements to playgrounds, parks, sporting facilities and community recreation facilities;
- Building stronger, safer and healthier communities;
- Creating more sustainable and greener communities;
- Raising aspirations of East Londoners; and
- Creating pathways to employment.

The priorities for the allocation of funding to meet these objectives will be reviewed every three years (or more often if deemed appropriate by the Trustees) and may be changed in accordance with the Trustees' view of the most effective application of available funds at any point in time.

3. Membership and Structure

The Trustees of the Fund shall be appointed in accordance with the terms of the LCY Community Fund Constitution (the Constitution, appended to these Terms of Reference and as may be amended from time to time in accordance with Section 26), Section 11 'Charity Trustees'. The Trustees (including members of the local community) will meet on a bi-annual basis with representatives from the local community and an independent chair to consider Community Fund applications. The meetings will proceed in accordance with Section 18 of the Constitution, 'Meetings and Proceedings of Charity Trustees'. The quorum of any meeting will be three Trustees, as per paragraph 18.3.1 of the Constitution.

Decisions on awards of grants from the Fund will be made in compliance with the full terms of the Grant Making Policy (appended to these Terms of Reference and as may be amended from time to time by the Trustees) with an appropriate uplift in the priority value of each grant – currently £3,000 – but with scope for projects in excess of any such value to be considered if they offer exceptional community benefit.

4. Grant Applications

Grant applications shall follow the process detailed in the Grant Making Policy, Section 5 'Grant application process'. Applications will only be considered from 'Eligible applicants', being a charity or not for profit organisation operating in Barking & Dagenham, Bexley, Epping Forest District Council, Greenwich, Hackney, Havering, Newham, Lambeth, Lewisham, Redbridge, Southwark, Tower Hamlets and Waltham Forest.

Applications will not normally be considered for:

- Political parties, commercial organisations or these which are working for profit;
- Organisations which have statutory responsibilities such as local authorities, hospitals, surgeries, or clinics, unless it is for a project which is above their core activities and statutory obligations Grants will be awarded to schools in accordance with the Fund priorities; and
- Projects that have already been carried out and paid for.

5. Reporting and Monitoring

All grants made by the LCY Community Fund will be monitored in accordance with the Grant Making Policy, Section 9 'Monitoring and Publication'.

Appendix 1 - Community Fund Constitution

**CONSTITUTION OF A CHARITABLE INCORPORATED ORGANISATION WITH VOTING MEMBERS
OTHER THAN ITS CHARITY TRUSTEES
(‘ASSOCIATION’ MODEL CONSTITUTION)**

Charity Number: 1182642

Date of Constitution: 26th March 2019

1. NAME

- 1.1 The name of the Charitable Incorporated Organisation (“the CIO”) is London City Airport Community Fund.

2. NATIONAL LOCATION OF PRINCIPAL OFFICE

- 2.1 The CIO must have a principal office in England and Wales. The principal office of the CIO is in England.

3. OBJECT

- 3.1 The object of the CIO is to further such exclusively charitable purposes for the benefit of the public according to the laws of England and Wales as the charity trustees in their absolute discretion from time to time determine and the charity trustees shall carry out the object primarily in London and its surrounding areas.
- 3.2 Nothing in this constitution shall authorise an application of the property of the CIO for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

4. POWERS

- 4.1 The CIO has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, the CIO’s powers include the power to:
- 4.1.1 Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- 4.1.2 Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.3 Sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 4.1.4 Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
- 4.1.5 Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.1.6 Provide financial assistance, through grants, loans and other forms of finance;

4.1.7 At the end of every financial year, if there is income which has not been spent in furtherance of the CIO's object:

- (a) set aside such unspent income as reserves for future years;
- (b) invest that income as capital.

5. APPLICATION OF INCOME AND PROPERTY

5.1 The income and property of the CIO must be applied solely towards the promotion of the object.

5.1.1 A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

5.1.2 A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the member of the CIO, save that the member may be paid for services or facilities provided to the CIO at cost. This does not prevent the member (provided that it is not also a charity trustee) receiving a benefit from the CIO as a beneficiary of the CIO.

5.3 Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS

6.1 General Provisions

No charity trustee or connected person may:

6.1.1 Buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

6.1.2 Sell goods, services, or any interest in land to the CIO;

6.1.3 Be employed by, or receive any remuneration from, the CIO;

6.1.4 Receive any other financial benefit from the CIO;

Unless the payment or benefit is permitted by clause 6.2, or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 Scope and powers permitting trustees' or connected persons' benefits

6.2.1 A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO.

6.2.2 A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

- 6.2.3 Subject to clause 6.3 a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- 6.2.4 A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.5 A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6 A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

For the avoidance of doubt, a charity trustee or connected person will not be deemed to receive a benefit from the CIO by virtue only of the fact that he or she is also an employee, director or officer of the member.

6.3 Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by clause 6.2.3 if each of the following conditions is satisfied:

- 6.3.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- 6.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 6.3.3 The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- 6.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- 6.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- 6.3.6 The reason for their decision is recorded by the charity trustees in the minute book.
- 6.3.7 A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.4 In clauses 6.2 and 6.3:

- 6.4.1 “the CIO” includes any company in which the CIO:
 - (a) Holds more than 50% of the shares; or
 - (b) Controls more than 50% of the voting rights attached to the shares; or

(c) Has the right to appoint one or more directors to the board of the company;

6.4.2 "connected person" includes any person within the definition set out in clause 28 (Interpretation).

7. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

7.1 A charity trustee must:

7.1.1 Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

7.1.2 Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2 Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP

8.1 If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

8.2 In clause 8.1, "member" includes any person or organisation that was a member of the CIO within 12 month before the commencement of the winding up.

9. MEMBERSHIP OF THE CIO

9.1 Number of members

9.1.1 The number of members of the CIO is one.

9.2 First member

9.2.1 The first member of the CIO shall be London City Airport.

9.3 Transfer of rights and membership

9.3.1 Membership of the CIO cannot be transferred to anyone else other than to a successor body of the sole member or someone nominated by it.

9.3.2 The rights of the member shall be personal to the member and shall cease on dissolution of the appointment of a receiver or liquidator.

9.4 Duty of the member

9.4.1 It is the duty of the member of the CIO to exercise its powers as a member of the CIO in the way it decides, in good faith, would be most likely to further the purposes of the CIO.

9.5 Termination of membership

9.5.1 Membership of the CIO comes to an end if:

(a) The member ceases to exist;

- (b) The member sends a notice of resignation to the charity trustees; or
- (c) A receiver or liquidator is appointed in relation to the member.

9.5.2 In the event that membership is terminated in accordance with clause 9.5.1(a) or (c) or in cases of resignation by the sole member without nominating a successor replacement, the charity trustees shall have the power to appoint a new member of the CIO.

10. **MEMBER'S DECISIONS**

The CIO shall dispense with the holding of general meetings, and all decisions of the member of the CIO shall be taken by written resolution.

11. **CHARITY TRUSTEES**

11.1 Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- 11.1.1 To exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- 11.1.2 To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (a) Any special knowledge or experience that he or she has or holds himself or herself out as having; and,
 - (b) If he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

11.2 Eligibility for trusteeship

- 11.2.1 Every charity trustee must be a natural person.
- 11.2.2 No individual may be appointed as a charity trustee of the CIO:
 - (a) If he or she is under the age of 16 years; or
 - (b) If he or she would automatically cease to hold office under the provisions of clause 14.1.
- 11.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- 11.2.4 At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act only to call a meeting of the charity trustees, or to appoint a new charity trustee.

11.3 Number of charity trustees

- 11.3.1 There should be:

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to appoint a new charity trustee and/or instruct London City Airport to appoint a new charity trustee.
- (b) The maximum number of charity trustees that may be appointed to the CIO is nine.

11.4 First charity trustees

The first charity trustees are as follows:

Duncan Alexander (Chair), London City Airport Consultative Committee

Liam McKay, Director of Corporate Affairs, London City airport

Anna Boss, Sustainability Manager, London City Airport

Tessa Simpson, Environment and Technical Operations Manager, London City Airport

12. **APPOINTMENT OF CHARITY TRUSTEES**

12.1 Ex officio charity trustee

12.1.1 The Chair of the LCACC for the time being (“the office holder”) shall automatically by virtue of holding that office (“ex officio”) be a charity trustee.

12.1.2 If unwilling to act as a charity trustee, the office holder may:

- (a) Before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or
- (b) After accepting appointment as a charity trustee, resign under the provisions contained in clause 14 (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.

12.2 Nominated charity trustees

12.2.1 London City Airport may appoint the following as charity trustees of the CIO:

- (a) no more than one Airline Representative; and
- (b) no more than three Airport Representatives.

12.2.2 Any appointment must be made at a meeting held according to the ordinary practice of London City Airport.

12.2.3 Subject to clauses 14 (Retirement and removal of charity trustees) and 15 (Re-appointment of charity trustees):

- (a) the appointment of the Airline Representative shall be for a term of 12 months; and
- (b) the appointment of the Airport Representatives shall continue until those persons no longer hold office as Director of Corporate Affairs, Environmental Compliance Manager and Sustainability Manager until those persons are replaced by London City Airport as Airport Representatives.

12.2.4 The appointment of a nominated charity trustee will be effective from the later of:

- (a) The date of the relevant vacancy; or
- (b) The date on which the CIO is informed of the relevant appointment.

12.2.5 A charity trustee appointed by London City Airport has the same functions and duties under clause 11.1 as the other charity trustees to act in the way he or she decides, in good faith, would be most likely to further the purposes of the CIO.

12.3 Co-opted charity trustees

12.3.1 The charity trustees may appoint up to four additional trustees by resolution at a meeting. The appointment of a co-opted charity trustee shall be for a term of 12 months and shall then be eligible for reappointment.

12.4 With the exception of the ex officio trustee and the Airport Representatives, in selecting an individual for appointment as a charity trustee, regard must be had to the skills, knowledge and experience needed for the effective administration of the CIO, the general diversity of the board of trustees of the CIO and to the individual's capacity to exercise independent judgement.

13. **INFORMATION FOR NEW CHARITY TRUSTEES**

13.1 The charity trustees will make available to each new charity trustee, on or before his or her first appointment, copies of the following:

- 13.1.1 This constitution and any amendments made to it;
- 13.1.2 The CIO's latest trustees' annual report and statement of accounts;
- 13.1.3 The CIO's grant making policy; and
- 13.1.4 The CIO's conflict of interest policy.

14. **RETIREMENT AND REMOVAL OF CHARITY TRUSTEES**

14.1 A charity trustee ceases to hold office if he or she:

- 14.1.1 Retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- 14.1.2 Is absent without permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- 14.1.3 Dies;
- 14.1.4 In the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a charity trustee and may remain so for more than three months;
- 14.1.5 In the case of a nominated charity trustee, he or she is removed by London City Airport;
- 14.1.6 In the case of the Airport Representatives, he or she no longer holds office as Director of Corporate Affairs, Environment and Technical Operations Manager, Sustainability Manager;
- 14.1.7 In the case of the ex officio charity trustee, he or she ceases to be the Chair of the LCACC;

- 14.1.8 In the case of a co-opted charity trustee, he or she is removed by the other charity trustees on the basis that his or her conduct or behaviour is detrimental to the interests of the CIO;
- 14.1.9 He or she is removed by written resolution of the member.
- 14.1.10 Is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
- 14.1.11 Is removed in accordance with any codes of conduct (or equivalent) in place from time to time and applicable to charity trustees.
- 14.2 A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

15. REAPPOINTMENT OF CHARITY TRUSTEES

- 15.1 Subject to clauses 15.2 and 15.3, any nominated Airline Representative or co-opted charity trustee who retires as a charity trustee is eligible for reappointment.
- 15.2 A nominated Airline Representative or co-opted charity trustee who has served for three consecutive terms may not be re-appointed for a fourth consecutive term but may be reappointed after an interval of at least two years.
- 15.3 In exceptional circumstances, and notwithstanding clause 15.2, where the best interests of the CIO require the term of office of a nominated Airline Representative or a co-opted charity trustee may be extended after he or she has served three consecutive terms in office but on a rolling twelve month basis and only with the agreement of the member.

16. TAKING OF DECISIONS BY CHARITY TRUSTEES

- 16.1 Any decision may be taken either:
 - 16.1.1 At a meeting of the charity trustees; or
 - 16.1.2 By resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that:
 - (a) A copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - (b) The majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 7 days of the circulation date.

17. DELEGATION BY CHARITY TRUSTEES

- 17.1 The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

- 17.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
- 17.2.1 A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
 - 17.2.2 The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - 17.2.3 The charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

18. MEETINGS AND PROCEEDINGS OF CHARITY TRUSTEES

18.1 Calling meetings

- 18.1.1 Any charity trustee may call a meeting of the charity trustees.
- 18.1.2 Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

18.2 Chairing of meetings

- 18.2.1 The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

18.3 Procedure at meetings

- 18.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or such larger number as the charity trustees may decide from time to time, which must comprise at least one trustee who is not also an employee of London City Airport. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- 18.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 18.3.3 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

18.4 Participation in meetings by electronic means

- 18.4.1 A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- 18.4.2 Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- 18.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

19. SAVING PROVISIONS

- 19.1 Subject to clause 19.2, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- 19.1.1 Who was disqualified from holding office;
- 19.1.2 Who had previously retired or who had been obliged by the constitution to vacate office;
- 19.1.3 Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- 19.2 Clause 19.1 does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause 19.1, the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

20. **EXECUTION OF DOCUMENTS**

- 20.1 The CIO shall execute documents by signature.
- 20.2 A document is validly executed by signature if it is signed by at least two of the charity trustees.

21. **USE OF ELECTRONIC COMMUNICATIONS**

21.1 General

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- 21.1.1 The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- 21.1.2 Any requirement to provide information to the Commission in a particular form or manner.

21.2 To the CIO

- 21.2.1 The member or a charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

21.3 By the CIO

- 21.3.1 The member or a charity trustee of the CIO, by providing the CIO with its, or his or her, email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO its, or his or her, willingness to receive such communications in that form.
- 21.3.2 The charity trustees must:
 - (a) Take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
 - (b) Send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

22. **KEEPING OF REGISTERS**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

23. **MINUTES**

23.1 The charity trustees must keep minutes of all:

23.1.1 Appointments of officers made by the charity trustees;

23.1.2 Meetings of the charity trustees and committees of charity trustees including:

(a) The names of the trustees present at the meeting;

(b) The decisions made at the meeting; and

(c) Where appropriate the reasons for the decisions;

23.1.3 Decisions made by the charity trustees otherwise than in meetings.

24. **ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE**

24.1 The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

24.2 The charity trustees must comply with their obligations to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

25. **RULES**

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

26. **AMENDMENT OF CONSTITUTION**

As provided by sections 224-227 of the Charities Act 2011:

26.1 This constitution can only be amended by written resolution of the member.

26.2 Any alteration of clause 3 (Object), clause 27 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

26.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

26.4 A copy of every resolution altering the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

27. **VOLUNTARY WINDING UP OR DISSOLUTION**

27.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its member.

27.2 Subject to the payment of all the CIO's debts:

27.2.1 Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

27.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

27.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

27.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

27.3.1 The charity trustees must send with their application to the Commission:

(a) A copy of the resolution passed by the member of the CIO;

(b) A declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and

(c) A statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;

27.3.2 The charity trustees must ensure that a copy of the application is sent within seven days to the member and every employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

27.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

28. **INTERPRETATION**

In this constitution:

"Airport Representative" means person nominated by London City Airport to be a charity trustee.

"charity trustee" means a charity trustee of the CIO.

"Communications Provisions" means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

"Airline Representative" means an employee of an airline operating at London City Airport and best performing in terms of environmental performance as selected by London City Airport.

"connected person" means:

(a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;

(b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;

(c) a person carrying on a business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;

(d) an institution which is controlled –

- (i) by the charity trustee or any connected person falling within sub-clause (a), (b) or (c) above; or
- (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate which –
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

"LCACC" means the Consultative Committee which was established by London City Airport pursuant to the Guidelines of the Secretary of State dated December 1988 for Airports designated for the purposes of consultation by order under section 55 of the Civil Aviation Act 1982. London City Airport is so designated by virtue of the Aerodromes Designation (Facilities for Consultation) Order 1996 (S1 1996/1392).

"London City Airport" means London City Airport Limited (company number 01963361) and its successors or assigns.

Appendix 2 – Grant Making Policy

LONDON CITY AIRPORT COMMUNITY FUND
(THE "CHARITY")

GRANT-MAKING POLICY

(as adopted by resolution of the Trustees on Date of Constitution: 26th March 2019)

1. The Objects of the Charity

- 1.1 Under the terms of the Charity's constitution, the Trustees (defined below) apply funds at their discretion to further such exclusively charitable purposes for the benefit of the public according to the laws of England and Wales as the charity trustees in their absolute discretion from time to time determine (the "Object") and the charity trustees shall carry out the Object primarily in London and its surrounding areas.
- 1.2 The Charity is governed by the charity trustees of the Charity (the "Trustees") who have a duty, acting at all times in the best interests of the Charity, to apply the Charity's assets to advance the Object and have ultimate responsibility for all grant-making decisions.
- 1.3 The Trustees seek to support projects, individuals and organisation which benefit the local community for purposes which help further the Object.

2. Priorities for support

- 2.1 The number of projects which can be supported is, of necessity, limited to the amount of total funds available for distribution in any year. The Trustees have determined that the priorities for funding over the next year will be to improve the quality of life in local communities by:
 - building stronger, safer and healthier communities;
 - creating more sustainable and greener communities;
 - raising aspirations of East Londoners;
 - creating pathways into employment

The Trustees may occasionally award grants that fall outside the priorities stated in this policy, provided that they are satisfied that the grant will further the Object and is an appropriate use of the Charity's funds.

- 2.2 The priorities in this policy will be reviewed every three years (or more often if deemed appropriate by the Trustees) and may be changed in accordance with the Trustees' view of the most effective application of available funds at any point in time.

3. Principles

- 3.1 In awarding grants, the Trustees will apply the following principles:
 - 3.1.1 Applications from normally only the Local Area¹ are eligible for consideration; Applications for funding for projects outside this area will only be considered if the project closely meets

¹ "Local Area" includes the twelve East London Boroughs of Newham, Tower Hamlets, Greenwich, Bexley, Lewisham, Southwark, Barking & Dagenham, Havering, Redbridge, Waltham Forest, Lambeth and Hackney, as well as Epping Forest District Council. These are defined in the 2009 S106 Agreement.

the funding criteria. When considering applications from outside the Local Area, priority will be given to projects that benefit the communities within the Local Area.

- 3.1.2 In order to distribute the funds evenly and fairly priority will be given to projects with a value of less than £3,000. However, projects in excess of this value may be considered if they offer exceptional community benefit. Priority will be given to projects which include detailed costs and funding from other sources.
- 3.1.3 Applications from membership groups, clubs, societies and sports clubs will be considered on their merits with regards to membership and financial records. Preference will be given to projects which are of benefit to the local community or a substantial section of it and not groups of an exclusive nature.
- 3.1.4 Applications from individuals will be considered on their merits provided the project meets the Fund principles and these principles.
- 3.1.5 A maintenance plan may be required for projects
- 3.1.6 The Charity will not normally support:
 - (a) Grants will not normally be awarded for recurrent expenditure, running costs, salaries and expenses, general repair and maintenance, general sponsorship, office costs, office equipment, administration, general medical costs, uniforms, individual's sports kit, out of school clubs or the purchase of land or buildings.
 - (b) Churches or places of worship are not eligible for funding if they are exclusive to other users on grounds of religion.

4. **Exclusions**

The Trustees will not normally approve the use of the Charity's funds for:

- 4.1 Political parties, commercial organisations or those which are working for profit.
- 4.2 Organisations which have statutory responsibilities such as local authorities, hospitals, surgeries, or clinics, unless it is for a project which is above their core activities and statutory obligations Grants will be awarded to schools in accordance with the Fund priorities.
- 4.3 Projects which have already been carried out and paid for.

5. **Grant application process**

- 5.1 All applications for grants should be made using an application form which is available from the Charity's secretary or available to download from the Community Fund website (to be completed in conjunction with this policy).

5.2 **Information requirements before awarding a grant**

5.3 **All applicants**

- 5.3.1 Before awarding a grant to an organisation or an individual, the Trustees require that the application should:
 - (a) inform the Trustees of the purpose of the application, details of the project, the way in which the grant will be used and how it will be managed effectively for its intended purpose;
 - (b) The application will express how local residents are involved in the projects.
 - (c) The proposal will express plans to maintain and build upon the achievements of the project.

- (d) inform the Trustees of the names of those who are to be involved with the project/work to be carried out and the identity of the person(s) who will be responsible for the administration of the grant;
- (e) provide adequate information regarding the identity and financial status of the applicant and/or of the status of the person(s) who will carry out the project/work;
- (f) provide contact details of two organisations or individuals prepared to provide a reference on behalf of the grant applicant;
- (g) state that the applicant undertakes to comply with the terms and conditions contained in a letter of grant between the Charity and the grant recipient and agree to be bound by them.

6. **Assessment process**

- 6.1 All grant applications will be subject to initial assessment to ensure they meet the basic criteria for funding.
- 6.2 Grants will be considered by the Board of Trustees at their meetings (normally held 4 times a year).
- 6.3 The Trustees have ultimate responsibility for all grant-making decisions and for ensuring that all funds awarded are used to advance the Object.
- 6.4 The Trustees must declare the nature and extent of any interest, direct or indirect, which could, or could be seen to, prevent them from making a grant decision only in the best interests of the Charity. Situations in which a conflict of interest may arise include where:
 - 6.4.1 a Trustee (or a person connected to them) stands to benefit from a grant from the Charity; or
 - 6.4.2 a Trustee has a duty of loyalty to a third party that conflicts with their duty to the Charity.

Any such conflict of interest must be declared and managed by the Trustees in accordance with the Charity's conflicts of interest policy.
- 6.5 Grant applications must be received at least two weeks in advance of a Board of Trustee meeting to be considered at that meeting. Details of deadline dates may be obtained by contacting the Charity's registered office.
- 6.6 Applicants should note that, as with many other charitable trusts, the Charity may receive more applications than it has funds to support. Even if a project fits within the criteria and priorities of the Charity and a detailed assessment has been made, the Charity may still, therefore, be unable to provide a grant.
- 6.7 The Trustees will inform applicants whether their application has been successful within two weeks of the Trustee meeting.
- 6.8 The Trustees will not be obliged to provide an explanation to the applicant should their application be unsuccessful.

7. **Grants to Trustees or connected persons**

- 7.1 Clause 6.2.1 of the Charity's constitution authorises a Trustee or any person connected to them (as defined in the constitution) to receive a benefit from the Charity as a beneficiary of the Charity, provided that the benefit is available generally to the beneficiaries of the CIO.
- 7.2 If an application for a grant is made to the Charity by a Trustee, or a person connected to them, the non-conflicted Trustees may therefore consider making the grant in accordance with this policy.

- 7.3 If a Trustee, or a person connected to them, applies for a grant the conflicted Trustee must follow the relevant procedures set out in the Charity's constitution and adhere to the Charity's conflicts of interest policy.

8. **Due Diligence**

- 8.1 When the Trustees are considering a grant-funding proposal, they will undertake due diligence checks on the applicant. The checks that are undertaken will vary according to the Trustees' assessment of any risks associated with the proposal or the applicant and will include a safeguarding assessment.

9. **Monitoring and Publication**

- 9.1 It is the policy of the Trustees to monitor all grants made.
- 9.2 Before a grant can be confirmed, conditions will be stipulated appropriate to the work to be carried out and progress will be assessed against agreed targets and/or milestones.
- 9.3 If the grant is payable in instalments, then payment of subsequent grant instalments will be dependent on satisfactory progress having been demonstrated and the Trustees reserve the right to withdraw the grant on receipt of unsatisfactory progress reports.
- 9.4 The Trustees may require repayment of all or any part of the grant if:
- 9.4.1 the project or purpose for which it was awarded does not proceed;
 - 9.4.2 part of the grant remains unused when the activities that the grant was intended to fund have been completed; or
 - 9.4.3 the grant is used for a purpose other than that which has been agreed.
- 9.5 Failure to submit reports at the time specified by the Trustees will jeopardise the continuation of the Charity's support.
- 9.6 In addition to reports detailing progress, grant recipients will be expected to provide:
- 9.6.1 a statement of how the grant has been spent for the year;
 - 9.6.2 details (where appropriate) of any other funds applied to the same project.
- 9.7 Monitoring visits by representatives of the Charity may be expected during the period of a grant.
- 9.8 The Trustees also expect to receive copies of any published articles, papers or other outputs which may result from the project.
- 9.9 Following the conclusion of the project, the grant recipient will (where appropriate) be expected to submit a final report, normally within 3 months of the end of the grant, detailing fully the results and outputs from the project. The grant recipient should inform the Charity of any extenuating circumstances whereby the submission of the final report is delayed, to allow a mutually acceptable date for submission to be agreed.
- 9.10 The Trustees may require the grant recipient to publicise the Charity in any of its publications relating to the project/work funded by the grant in the manner stipulated by the Trustees at the time of making the grant.

Schedule 8 - S106 Agreement Schedule 21

A new Schedule 21 of the S106 Agreement shall be inserted after the new Schedule 20 as follows:

“Schedule 21

Sustainable Transport Fund

- 1 The Airport Companies joint and severally covenant with the Council and TfL as follows:
 - 1.1 To use reasonable endeavours to achieve an increase in the percentage of passenger journeys to and from the Airport being undertaken by sustainable modes of transport to 80% by 2030.
 - 1.2 To establish the Sustainable Transport Fund to take effect from Implementation of the S73 Permission and to operate this for a period of no less than seven (7) years.
 - 1.3 To ring-fence and make available the Sustainable Transport Fund Contribution in instalments of no less than two million pounds (£2,000,000) With Indexation per annum for the Sustainable Transport Fund for a period of seven (7) years from the Implementation of the S73 Permission.
 - 1.4 To review the recommendations of the Transport Forum in respect of the Sustainable Transport Fund on a quarterly basis per annum and to apply the Sustainable Transport Fund towards STF Qualifying Initiatives for STF Qualifying Purposes.
 - 1.5 Prior to confirming the allocation of funding towards STF Priority Projects, to procure that the Transport Forum shall review and consider the recommendations of any Working Groups/Programme Review Boards comprising London City Airport, TfL and the Council.
 - 1.6 Where the Transport Forum recommends that monies within the Sustainable Transport Fund are applied towards the delivery of an STF Priority Project, not to unreasonably withhold the release of monies from the Sustainable Transport Fund for the same.
 - 1.7 Where the total amount ring-fenced and made available for the Sustainable Transport Fund pursuant to paragraph 1.3 is not expended on STF Qualifying Initiatives in any given year, to continue to make any unexpended funds available for the Sustainable Transport Fund for the following year(s) in addition to the amounts to be ring-fenced and made available in subsequent year(s).
 - 1.8 That, where any monies from the Sustainable Transport Fund are allocated and paid to TfL pursuant to this Agreement for a specific STF Qualifying Initiative (which shall include a

specific STF Priority Project), TfL shall apply such monies towards the relevant STF Qualifying Initiative PROVIDED THAT, if TfL demonstrates to the reasonable satisfaction of the Airport Companies and the Council that the application of monies for such STF Qualifying Initiative is not feasible or is insufficient to deliver the relevant STF Qualifying Initiative, TfL shall be entitled to:

- (a) apply for additional monies from the Sustainable Transport Fund in order to deliver the relevant STF Qualifying Initiative (which it shall be at the Airport Companies' discretion to provide); or
- (b) may, having given reasonable notice to the Airport Companies, apply the monies towards an alternative STF Qualifying Initiative at its discretion.

1.9 That the Sustainable Transport Fund shall not be applied towards any obligations which are otherwise secured by this Agreement (save for under this Schedule 21) or the Planning Permission (PROVIDED THAT this shall not exclude funding transport measures identified through the Airport's staff and passenger travel plans which represent enhancements to the Airport's existing approved travel plans or are secured through future approved travel plans).

1.10 That, where there is a disagreement between the Council, TfL and/or the Airport Companies in relation to the application of the Sustainable Transport Fund towards STF Qualifying Initiatives, clause 15 of this Agreement (Dispute Resolution) shall apply. For the avoidance of doubt, the exception in clause 15 relating to calculation and timings of contributions shall not apply to the application of the Sustainable Transport Fund towards any STF Qualifying Initiatives. ”

Schedule 9 - S106 Agreement Schedule 22

- 1 A new Schedule 22 of the S106 Agreement shall be inserted after the new Schedule 21 as follows:

“Schedule 22

Carbon and Climate Change Action Plan

- 1 The Airport Companies joint and severally covenant with the Council as follows:
 - 1.1 No later than six (6) months following Implementation of the S73 Permission, to submit the CCCAP to the Council for the Council's written approval.
 - 1.2 Following approval of the CCCAP by the Council, to use reasonable endeavours to implement the approved CCCAP and to achieve the targets set out therein, unless a revised version of the CCCAP is submitted subsequently to the Council for the Council's written approval in which case the Airport Companies shall use reasonable endeavours to implement any such revised CCAP to achieve the targets set out therein.”

Schedule 10 - S106 Agreement Annexure 1

- 1 The ATF Terms of Reference included at Annexure 1 of the S106 Agreement shall be deleted and replaced by the following:

Updated Terms of Reference for the London City Airport Transport Forum

1. Overview and Aims

The Airport Transport Forum (the Forum) brings together key stakeholders of London City Airport to provide direction and guidance to the airport's surface access strategy and to monitor progress against agreed targets.

The Forum will continue to act as a means of discussing issues that are relevant to the setting and delivery of the airport's Surface Access Strategy by identifying objectives and measuring performance against targets. Its overarching aim is to increase the use of public transport and sustainable travel modes among air passengers, airport employees, and the local community, and integrating the airport's surface access requirements into future transport plans of Transport for London, London Borough of Newham and other local stakeholders.

2. Objectives of the Forum

The forum's key objectives are:

- a. To identify short and long term targets for increasing the proportion of journeys made to the airport by public transport
- b. To inform the Airport's Surface Access Strategy (ASAS) and Travel Plans
- c. To monitor the progress of the ASAS and Travel Plan
- d. To establish task specific Working Groups drawn from the Forum membership and other relevant transport organisations and transport providers as may be appropriate.
- e. To contribute to a programme of activity that enhances the sustainable transportation synergies between the Airport, East London and London's Royal Docks including engagement with key stakeholders.
- f. To promote the environmental and wider community benefits that increased use of sustainable transport modes delivers
- g. To inform investment decisions on the Sustainable Transport Fund and monitor/report on delivery (including recommendations to the airport, reviewing progress of specific investments and developing proposals annually for the airport to consider).

3. Structure of the Forum

- a) The Forum shall meet quarterly (unless the Forum agrees that fewer meetings are appropriate) to deliver the objectives of the Forum
- b) Held at the airport, online or at appropriate locations as may be required. The Forum is to be chaired by London City Airport and an agenda and relevant documentation are to be circulated in advance of each meeting
- c) Working Groups shall be established as required (with the agreement of the Transport Forum Chair) and report back to the Forum on progress made in delivering the defined scopes and outputs. In particular, a Working Group or Programme Review Board will be established comprising London City Airport, London Borough of Newham and

Transport for London (and other relevant stakeholders as appropriate) to review proposals, costs and implementation programmes for STF Priority Projects

d) Membership of the Forum should include the following organisations:

- London City Airport (to include Infrastructure/Strategy, Communications and Operational representatives) (Forum Chair)
- London Borough of Newham (Senior Transport Planner, Principal Aviation Officer)
- Transport for London (to include Strategy and Communications representatives, others invited as required, for example Bus, river access, etc)
- Greater London Authority (Principal Policy Adviser)
- London Chamber of Commerce (Policy Lead with responsibility for transport)
- Transport Operator representation – DLR as primary mode, Crossrail to ensure awareness of ongoing activity, Airport Taxi Coordinator
- Airline representative
- Local representatives
- Other organisations as may be appropriate

e) As appropriate other stakeholders will be invited to attend the Forum itself or to become involved in a Working Group

4. Sustainable Transport Fund

The Forum will play an important role in relation to the Sustainable Transport Fund (STF). STF funds will be allocated towards surface access projects which contribute to the airport achieving its mode share targets; reduce the impact of private car journeys; decrease carbon and pollution emissions; and encourage the use of sustainable modes of transport.

Through the Working Group / Programme Review Board referred to at paragraph 3(c) above, London City Airport, the Council and TfL shall consider:

- a) the level and sufficiency of funding to be allocated to any STF Priority Project;
- b) calculation of likely costs of delivery of any STF Priority Project including design costs (inclusive of any abortive costs);
- c) the timing of the allocation of the STF monies taking into account the timetable for project delivery of any STF Priority Project; and
- d) the overall feasibility of each STF Priority Project

and the work of the Working Group / Programme Review Board will inform the recommendations to be made by the Forum in relation to STF Priority Projects and the allocation of STF funding

At the meetings the Forum will:

- a) Review the initial STF Priority Projects as identified in the S106 Agreement for the allocation of STF funding;
- b) Review any further proposed STF Priority Projects identified by London City Airport, the London Borough of Newham or Transport of London for the allocation of STF funding from time to time;

- c) Make recommendations to London City Airport as to STF Priority Projects and the allocation of STF funding;
- d) Review and monitor the allocation of STF funds and the effectiveness of the measures funded by the STF in terms of meeting relevant targets and value for money; and
- e) Review unspent STF funds and provide recommendations as to allocation of such funds.

London City Airport, through the Forum Chair, will retain discretion as to the allocation of STF funds, informed by the Forum's advice and recommendations.

5. Reporting

The Forum shall produce an annual report that shall include:

- a) A Summary of the activities of the forum
- b) Monitoring of mode share achievements for passengers and employees
- c) Details of current transport initiatives and their funding
- d) Details of future transport initiatives and their proposed funding
- e) Details of the allocation of STF funds for the past year (including the STF Priority Projects funded), the effectiveness of the STF Priority Projects in meeting the relevant targets, the STF Priority Projects identified for the next year and the allocation of any unspent funds

Schedule 11- S106 Agreement Annexure 2 (First Tier Scheme) Annexure 7 (Second Tier Scheme) and Annexure 12 (Intermediate Tier Scheme)

- 1 **Annexure 2** to the S106 Agreement (First Tier Scheme) shall be amended as follows and the effect of these changes in shown in the track changed version of Annexure 2 annexed to this Deed at Annexure 2:
 - 1.1 by amending paragraph 2.1(a) to add the following at the end of paragraph 2.1(a)(iv):

“but within the Future Growth 57dB Contour and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to planning permission granted before the date of Deed of Variation Five; or

(v) it is outside the Future Growth 57dB Contour”
 - 1.2 by amending paragraph 6.4 to insert “the later of the receipt of pre-application advice from the Council or” after “within three months of”
- 2 **Annexure 7** to the S106 Agreement (Second Tier Scheme) shall be amended as follows and the effect of these changes in shown in the track changed version of Annexure 7 annexed to this Deed at Annexure 3:
 - 2.1 by amending paragraph 1.1 to add “(and, as from Implementation of the S73 Permission, the Actual 55dB Night Contour)” after “Actual 66dB Contour”
 - 2.2 by amending paragraph 2.1(a) to add the following at the end of paragraph 2.1(a)(iii):

“but within the Future Growth 66dB Contour and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to planning permission granted before the date of Deed of Variation Five; or

(iv) it is outside the CADP 66dB Contour and the Future Growth 66dB Contour but within the Future Growth 55dB Night Contour (PROVIDED THAT, in the case of any Public Building, it is a building routinely used in the night-time period to which the Future Growth 55dB Night Contour relates) and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to a planning permission granted before the date of Deed of Variation Five; or

(v) it is outside the Future Growth 66dB Contour and the Future Growth 55dB Night Contour”
 - 2.3 by replacing “and” with “or” at the end of paragraph 2.1(b)(i)(C) and adding thereafter the following to paragraph 2.1(b)(i):

“(D) as from Implementation of the S73 Permission, if it is:

(i) within the Actual 55dB Night Contour; or

(ii) within the Predicted Reduced 55dB Night Contour; or

(iii) within the Predicted 55dB Night Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 55dB Night Contour or the Predicted Reduced 55dB Night Contour; and”

2.4 by inserting after “within three months of” in paragraph 11.5 “the later of the receipt of pre-application advice from the Council or”.

3 **Annexure 12** to the S106 Agreement (Intermediate Tier Scheme) shall be amended as follows and the effect of these changes is shown in the track changed version of Annexure 12 annexed to this Deed at Annexure 4:

3.1 by amending paragraph 1.1 to add “(and additional contours as from Implementation of the S73 Permission)” after “Actual 63 dB Contour”

3.2 by deleting from paragraph 1.2 “a contribution of £3,000 Index Linked towards the cost of installing” and adding “with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs” after “ventilators”;

3.3 by amending paragraph 2.1 to add the following at the end of paragraph 2.1(b):

“but within the Future Growth 60dB Contour and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to a planning permission granted before the date of Deed of Variation Five; or

(c) it is outside the Future Growth 60dB Contour”

3.4 by replacing “and” with “or” at the end of paragraph 2.2(a)(iii) and adding the following thereafter to paragraph 2.2(a):

“(iv) as from the Implementation of the S73 Permission, if it is:

(A) within the Actual 60dB Weekend Contour; or

(B) within the Predicted Reduced 60dB Weekend Contour; or

(C) within the Predicted 60dB Weekend Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 60dB Weekend Contour or the Predicted Reduced 60dB Weekend Contour; or

(v) as from 1 January 2027, if it is:

- (A) within the Actual 62dB Contour; or
- (B) within the Predicted Reduced 62dB Contour; or
- (C) within the Predicted 62dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 62dB Contour or the Predicted Reduced 62dB Contour; or

(vi) as from 1 January 2029, if it is:

- (A) within the Actual 61dB Contour; or
- (B) within the Predicted Reduced 61dB Contour; or
- (C) within the Predicted 61dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 61dB Contour or the Predicted Reduced 61dB Contour; or

(vii) as from 1 January 2031, if it is:

- (A) within the Actual 60dB Contour; or
- (B) within the Predicted Reduced 60dB Contour; or
- (C) within the Predicted 60dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 60dB Contour or the Predicted Reduced 60dB Contour; and"

- 3.5 by deleting from paragraph 4.3(b) "a contribution of £3,000 Index Linked towards the cost of installing" and "(payable within 30 days of satisfactory installation)" and adding "with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs" after "ventilators";
- 3.6 by inserting after "within three months of" in paragraph 6.4 "the later of the receipt of pre-application advice from the Council or".
- 3.7 By deleting from paragraph 7.4 "£3,000 Index-Linked" and replacing this with "the cost of installing secondary glazing and sound attenuating ventilators";
- 3.8 by adding "the following, at the Owner's election" after "entitled to" in paragraph 8.4(c);

- 3.9 by deleting from paragraph 8.4(c)(ii) “or a £3,000 Index Linked towards the cost of installing” and “(payable on satisfactory installation)” and adding “or the installation of” prior to “high acoustic performance” and adding “with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs” after “ventilators”;
- 3.10 by adding a new limb (f) to paragraph 8.4 after limb (e) as follows:
- “(f) if the owner of an eligible dwelling elects for the installation of high acoustic performance double glazing and sound attenuating ventilators, the Airport Companies will undertake the works within six months of receipt of notice from the owner/occupier in respect of the same (with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs)”

Schedule 12 - S106 Agreement Annexure 6 (Reinspection Scheme)

- 1 **Annexure 6** to the S106 Agreement (Reinspection Scheme) shall be amended as follows and the effect of these changes is shown in the track changed version of Annexure 6 annexed to this Deed at Annexure 5:
 - 1.1 to delete “the owner and (if different)” prior to “the occupier” in paragraph 2(a);
 - 1.2 to delete “the owner and (if different)” and “the owner or” prior to “the occupier”. and to replace “are notified” with “is notified” in paragraph 5(b); and
 - 1.3 to delete “the owner and (if different)” from paragraphs 2(c), 2(d), 3(a)(ii), 3(a)(iii), 3(d), 5(c) and to insert “and (if required) the owner” after “the occupier” in each case and “and (if required) the owner is/” in the latter usage at paragraph 5(c).

THE COMMON SEAL OF)
THE MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF NEWHAM)
was hereto affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED by **London City Airport Limited**)
acting by:)

Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by **Docklands Aviation**)
Group Limited acting by:)

Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED and DELIVERED as a)
DEED by)
as a duly authorised)
signatory for and on behalf of)
for **NATWEST MARKETS PLC** (formerly known)
as The Royal Bank of Scotland plc) in its capacity)
as Facility Agent and Security Trustee for the)
Secured Parties in the presence of)

.....

.....

Executed as a deed by affixing the common seal of)

Transport for London in the presence of:)

Authorised signatory.....

Annexure 1
Track changed version of the S106 Agreement

Dated

2016

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London Borough of Newham (1)

London City Airport Limited (2)

AMI Property Holdings Limited (3)

Docklands Aviation Group Limited (4)

London City Airport Jet Centre Limited (5)

West Silvertown Properties Limited (6)

North Woolwich Properties Limited (7)

Royal Bank of Scotland plc (8)

GLA Land and Property Limited (9)

Transport for London (10)

AGREEMENT

Section 106 and 106A Town and Country Planning Act 1990 (as amended)

Re: London City Airport, Royal Docks, London E16 2PX



Legal Services
London Borough of Newham
Newham Dockside
1000 Dockside Road, London E16 2QU

Council Ref: 13/01228/FUL/NEW000081

Appeal Ref: APP/G5750/W/15/3035673

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Legal Services
13/01228/FUL/NEW000081
15514v1[DXF3]

4157-7399-3012, v. 1

THIS AGREEMENT is made the day of

2016

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BETWEEN:

- (1) LONDON BOROUGH OF NEWHAM (“the Council”)
- (2) LONDON CITY AIRPORT LIMITED (“the Operator”)
- (3) AMI PROPERTY HOLDINGS LIMITED (“AMI ”)
- (4) DOCKLANDS AVIATION GROUP LIMITED (“DAGL”)
- (5) LONDON CITY AIRPORT JET CENTRE LIMITED (“LCAJ”)
- (6) WEST SILVERTOWN PROPERTIES LIMITED (“WSP”)
- (7) NORTH WOOLWICH PROPERTIES LIMITED (“NWP”)
- (8) ROYAL BANK OF SCOTLAND plc (“Mortgagee”)
- (9) GLA LAND AND PROPERTY LIMITED (“GLA Land”)
- (10) TRANSPORT FOR LONDON (“TfL”)

RECITALS

- (A) The Council is the local planning authority for the purposes of the Act and the local highway authority for the purposes of the Highways Act 1980 for the area in which the Land is situated
- (B) AMI is the freehold owner of the Yellow Land and the Orange Land
- (C) AMI is also the head leasehold owner of the Blue Land including the Blue Hatched Land
- (D) DAGL is the head leasehold owner of the Yellow Land, the Orange Land and owns the underlease interest in the Blue Hatched Land and the Purple Land

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- (E) The Operator is the occupational tenant of the Yellow Land under occupational leases dated 23 December 1998 and 28 October 1999 made between Marketspur Limited and the Operator and a reversionary lease dated 28 October 1999 between Marketspur Limited and the Operator
- (F) The Operator is also the occupational tenant of the Blue Land, the Blue Hatched Land and the Purple Land
- (G) The Operator is the underlessee and LCAJ is the sub-underlessee and occupational tenant of the Orange Land
- (H) WSP is the owner of long leasehold interest in the Pink Land
- (I) NWP is the owner of a long leasehold interest in the Brown Land
- (J) The Mortgagee has a legal charge over Airport Companies' interests in the Yellow, Blue, Blue Hatched, Orange, Purple, Pink and Brown Land
- (K) By a scheme dated 20 March 2012 and made under sections 191 and 193 Localism Act 2011 GLA Land is the freehold owner of the:
- (a) the Blue Land (other than the Blue Hatched Land); and
 - (a) the Brown Land; and
 - (b) the Pink Land; and
 - (c) the Extension Land
- (L) TfL is the strategic transport authority for London and is the highway authority for the purposes of the Highways Act 1980 for certain highways in the vicinity of the Development and is also responsible for the planning and operation of the public transport serving the Land.
- (M) Having regard to the provisions of the development plan for its administrative area, the National Planning Policy Framework (2012) and (among other things) the Aviation Policy Framework (2013) and the planning considerations affecting the Land the Council resolved to grant the Planning Permission subject to the prior completion of a planning obligation on terms similar to this Agreement

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- (N) The Application was refused by the Council following a direction to that effect by the Mayor of London and the Operator made the Appeal.
- (O) The Appeal has been recovered by the Secretaries of State for their own determination.
- (P) The parties to this Agreement wish to secure the obligations and restrictions contained in this Agreement and are satisfied that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and, as such, satisfy the requirements of Regulation 122 of the CIL Regulations, do not fall within the scope of Regulation 123 of the CIL Regulations and are reasonable in all other respects

NOW THIS DEED WITNESSES as follows:-

DEFINITIONS

In this Agreement unless expressly specified otherwise:

"1998 57dB Contour" means the 57 dB Contour shown on Plan 1

"1998 Agreement" means the agreement made under Section 106 of the 1990 Act between Stratfield Limited (1) the Operator (2) Allied Irish Bank Limited (3) and the Council (4) and dated 21 July 1998 associated with the 1998 Permission

"1998 Permission" means the planning permission granted on 21 July 1998 under reference P/97/0826

"2009 57dB Contour" means the 57dB Contour shown on Plan 2

"2009 66dB Contour" means the 66dB Contour shown on Plan 3

"2009 Agreement" means the agreement dated 9 July 2009 and made under Section 106 of the 1990 Act between the Operator (1), DAGL (2), City Aviation Properties Limited (3), LCAJ (4), KGV Dock Properties Limited (5) the Mortgagee (6) and the Council (7)

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"2009 Permission" means the planning permission granted by the Council on 9 July 2009 under reference 07/01510/VAR

"55dB Night Contour" means the 55 dB LAeq, 8h Average Mode summer night-time contour

"57dB Contour" means the 57 dB LAeq, 16h Average Mode summer day contour

"60dB Contour" means the 60 dB LAeq, 16h Average Mode summer day contour

"60dB Weekend Contour" means the 60 dB LAeq, 16h Average Mode summer weekend daytime contour

"61dB Contour" means the 61 dB LAeq, 16h Average Mode summer day contour

"62dB Contour" means the 62 dB LAeq, 16h Average Mode summer day contour

"63dB Contour" means the 63 dB LAeq, 16h Average Mode summer day contour

"66dB Contour" means the 66 dB LAeq, 16h Average Mode summer day contour

"69dB Contour" means the 69 dB LAeq, 16h Average Mode summer day contour

"Act" means the Town and Country Planning Act 1990 as amended

"Actual 55dB Night Contour" means the 55dB Night Contour based on actual aircraft night-time (23.00-07.00 local) movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Actual 57dB Contour" means the 57dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Actual 60dB Contour" means the 60dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Actual 60dB Weekend Contour" means the 60dB Weekend Contour based on actual aircraft movements for the summer weekend daytime period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

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“Actual 61dB Contour,” means the 61dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

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“Actual 62dB Contour,” means the 62dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

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“Actual 63dB Contour” means the 63dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

“Actual 66dB Contour” means the 66dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

“Actual 69dB Contour” means the 69dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

“Additional Employment Contribution” means the sum of one million, eight hundred and ninety seven thousand and eight hundred pounds (£1,897,800) With Indexation payable by the Airport Companies to the Council in three equal instalments as prescribed in paragraph 3 of Schedule 5 towards the following employment initiatives to be offered by the Council in connection with the S73 Permission:

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(a) supporting people in gaining entry into work associated with the Airport and the Development including through Newham Workplace (including any equivalent replacement body); and

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(b) ensuring local residents are given the opportunity to access jobs at the Airport or related to the Development”

“Affected Dwelling” means a dwelling which is exposed to noise levels which meet the criteria set out in the Construction Sound Insulation Scheme as a result of the construction of the Development

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"Aircraft Movement" the take-off or landing of an aircraft at the Airport other than for the purposes of training positioning aircraft testing and/or evaluation and "Aircraft Movements" shall be construed accordingly

"Aircraft Noise Categorisation Scheme" means the new scheme of aircraft categorisation or any subsequent revision of that scheme which in either case is required to be submitted and approved pursuant to the conditions attached to the Planning Permission

"Airport" means the airport situated on the Land known as London City Airport

"Airport Byelaws" means London City Airport Byelaws 1988 or any other byelaws made by the Operator pursuant to its powers under Section 63 Airports Act 1986 and all other enabling powers

"Airport Companies" means together the Operator, AMI, DAGL, LCAJ and WSP and NWP and each of them and whose interests in the Land are set out in Schedule 1

"Airport Surface Access Strategy" means the surface access strategy for the Airport produced (and revised and reissued from time to time) in accordance with the Department for Transport's Guidance on Airport Transport Forums and Airport Surface Access Strategies (26 July 1999) (or any replacement or modification of such guidance) and the current version of which is the London City Airport Surface Access Strategy 2011

"Airport Website" means www.londoncityairport.com or any future replacement website for the Airport

"Airport Monitoring Officer" a full-time senior level officer or above employed by the Council whose responsibilities are principally related to monitoring compliance of the Airport Companies with this Agreement and the Planning Permission and other matters related to the Airport

"Alternative Use" means any use of the Airport which is unrelated to its use as an airport or civil aerodrome

"AMI" means **AMI PROPERTY HOLDINGS LIMITED** (Company number 74029) whose registered office is at Ogier House, The Esplanade, St Helier, Jersey JE4 9WG and whose registered address for service in England and Wales is City Aviation House, London City Airport, London E16 2PB

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“ANCS Contribution” means the sum of twenty five thousand pounds (£25,000) Index Linked payable by the Airport Companies to the Council towards the cost of consultation (to include members of the public, neighbouring local authorities and other statutory bodies) on the new Aircraft Noise Categorisation Scheme to be submitted to the Council pursuant to the conditions attached to the Planning Permission

“Annual Monitoring Payment” means the maximum sum of one hundred and twenty thousand Pounds (£120,000) Index-Linked payable on an annual basis by the Airport Companies to the Council pursuant to paragraph 2 of Schedule 14 to be allocated by the Council on receipt to the full salary costs and reasonable on-costs associated with the employment of the Airport Monitoring Officer and reasonable support from external consultancies to the Airport Monitoring Officer

“Annual Performance Report” means the annual report to be submitted to the Council by 1 June in each calendar year which shall (to the extent required by the obligations in this Agreement) report on the performance of and compliance with the terms of this Agreement in the preceding calendar year and shall include all the annual reporting requirements contained in this Agreement and the conditions attached to the Planning Permission or as agreed with the Council from time to time provided that the Annual Performance Report next following Commencement of Development shall also report on compliance with the 2009 Permission and the 2009 Agreement to the extent necessary

“the Appeal” means the appeal against the refusal of the Application made by the Operator on 15 May 2015 and given reference APP/G5750/W/15/3035673

“the Appeal Decision” means the final decision by the Secretaries of State which determines the Appeal and grants the Planning Permission

“the Application” means the planning application reference number 13/01228/FUL received by the Council seeking full planning permission to carry out the Development upon the Land

“Area of Benefit” means the area encompassing the London Boroughs of Barking and Dagenham, Bexley, Greenwich, Hackney, Havering, Newham, Lambeth, Lewisham, Redbridge, Southwark, Tower Hamlets and Waltham Forest and Epping Forest District Council

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"ATF Terms of Reference" means the agreed terms of reference for the Transport Forum attached at Annexure 1 or any modification of such terms agreed between the Airport Companies, the Transport Forum and the Council

"Balancing Payment" means in relation to any sum means the payment calculated by subtracting the Pro Rata Payment from that sum

"Beneficial Use" means any use or purpose permitted by the Planning Permission

"the Blue Hatched Land" means that part of the Blue Land hatched black on Plan 11

"the Blue Land" means all the following parcels of land shown coloured blue on Plan 11:

(a) the Blue Hatched Land being land on the North West Side of Camel Road and under the Silvertown By-Pass:

(i) the head leasehold interest of which is registered at the Land Registry under title number

EX12292 ;

(ii) the underlease interest of which is registered at the Land Registry under title number EGL396965;

(iii) the sub-underlease interest of which is registered at the Land Registry under title numbers EGL527798 and EGL527799; and

(b) the Runway 28 Hold the freehold interest of which is registered at the Land Registry under title number EGL258669, the head leasehold interest of which is registered at the Land Registry under title number EGL465048 and the underleasehold interest of which is registered at the Land Registry under title numbers EGL481346;

(c) land at King George V Dock the freehold interest of which is registered at the Land Registry under title number EGL258669, the head leasehold interest of which is registered at the Land Registry under title number TGL338199 and the underleasehold interest of which is registered under title number TGL342218

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“the Brown Land” all that land and premises being part of the Land and known as the 10 Acre Site (on the south side of King George V Dock) which interest is registered at the Land Registry under title number EGL373364 and shown coloured brown on Plan 11

“Bus and Taxi Access Scheme” means a scheme detailing the following:

- (a) the operational and design details of the Replacement Forecourt;
- (b) the routes for London Buses to/from the Bus Stops and the Bus Stand from/to Connaught Road and from/to Woolwich Manor Road;
- (c) the routes for London Taxis to/from the Taxi Rank from/to Connaught Road and from/to Woolwich Manor Road;
- (d) the operational and design details of the Eastern Access to enable the safe and efficient two way running of vehicular traffic (or one way running with priority arrangements for London Buses where requested by TfL);
- (e) the strategy for management and maintenance of the Eastern Access and the Replacement Forecourt to ensure that they are maintained to a standard of construction (whether or not to an adoptable standard) and in a condition which allows for the safe and efficient passage of pedestrians, cyclists and vehicular traffic including London Buses and London Taxis;
- (f) proposals for phased replacement of the existing bus stops bus stand(s) and taxi rank on the existing terminal forecourt at the Airport with the Bus Stops, the Bus Stand, the Taxi Rank and the remainder of the Replacement Forecourt (respectively) to ensure continuity of provision;
- (g) identification of public conveniences that may be accessed by drivers of London Buses;
- (h) provision for temporary arrangements for use of the entrance and access road comprised in the Eastern Access and for accommodating waiting London Taxis prior to entering the Taxi pick-up facility at the Airport pending provision of the Eastern Access and the Taxi Feeder Park

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“Bus Stand” means the new bus stand to be provided as part of the Development and shown coloured green on Plan 6 with a capacity of not less than three buses

“Bus Stops” means the three new bus stops to be provided as part of the Development and shown coloured pink on Plan 6

“CADP 57dB Contour” means the 57 dB Contour shown on Plan 4

“CADP 63dB Contour” means the 63 dB Contour shown on Plan 18

“CADP 66dB Contour” means the 66 dB Contour shown on Plan 5

“CADP DLR Contribution” means the sum of two million six hundred thousand pounds (£2,600,000) Index Linked payable by the Airport Companies to DLR in the manner provided for in paragraph 1 of Schedule 5 towards the cost of purchasing the DLR Rolling Stock to increase capacity on services between the Airport and the wider route network

“CADP Noise Insulation Schemes” means the First Tier Scheme, the Intermediate Tier Scheme and/or the Second Tier Scheme

“CCCAP” means a Carbon and Climate Change Action Plan setting out measures for reducing and offsetting greenhouse gas emissions from Airport activities and a programme of delivery, with such plan to include the following three key targets (or any revised targets as agreed between the Airport Companies and the Council in a revised CCCAP):

(a) reduce the emissions the airport controls (Scope 1 and 2) to net zero by 2030 and to zero by 2040;

(b) work with airlines to reduce flight emissions to net zero by 2050; and

(c) buildings associated with the Development to achieve BREEAM ‘Very Good’ certification as a minimum

“CEMP” means a Construction Environmental Management Plan which is required to be submitted and approved under the conditions attached to the Planning Permission.

“CIL Regulations” means the Community Infrastructure Regulations 2010 (as amended)

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“Commencement of Development” means the date upon which a material operation as defined in Section 56(4) of the Act is commenced pursuant to the Planning Permission (but excluding always site investigations, surveys, archaeological works, removal of obstructions, remediation works, site clearance, the erection of temporary hoardings and services diversion works which shall not constitute a material operation for the purposes of this Agreement) in respect of the Development and the words **“Commence”** **“Commencement”** and **“Commenced”** shall be construed accordingly

“Community Recreation Contribution” means the sum of five hundred thousand pounds (£500,000) Index Linked payable by the Airport Companies to the Council in the manner provided for in paragraph 9 of Schedule 5 towards the cost of programmes, activities and other measures to enhance the community’s enjoyment of public parks and recreation grounds within the Actual 57dB Contour (or within 5 minutes walking time of the Actual 57 dB Contour) and to mitigate the effects of aircraft noise

“Confirmatory Deed” means a deed substantially in the form attached at Annexure 14 to be entered into which confirms that the obligations in this Agreement shall also bind the interests of the person entering into the Confirmatory Deed

“Construction Sound Insulation Scheme” means a scheme (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of sound insulation) in the form of the draft attached to this Agreement at Annexure 10 which shall provide for sound insulation works to be undertaken at Affected Dwellings in order to mitigate the noise impacts of the construction of the Development and in any event incorporates the qualifying criteria and scope of works described in Annexure 10 for night-time and daytime construction noise

“Consumer Prices Index” means the official measure of consumer prices of goods and services in the United Kingdom (inclusive of VAT and other taxes but excluding the cost of owner-occupied housing) which is used to calculate inflation and which is published by the Office for National Statistics on a monthly basis provided that if the Consumer Prices Index shall cease to exist, there shall be substituted such equivalent index as may be adopted by HM Government for calculating inflation and which is published by the Office for National Statistics

“the Council” means the **LONDON BOROUGH OF NEWHAM** whose address is

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Newham Dockside, 1000 Dockside Road, London E16 2QU

"CPI Indexed" means the recalculation of any payment which is expressed to be CPI Indexed in this Agreement by applying the following formula from 9 July 2009 to the date of payment:

$$A \times B/C = D$$

where:

A = the sum specified in this Agreement in pounds sterling;

B = the figure shown in the Consumer Prices Index for the month immediately prior to the due date for payment of such sum under the provisions of this Agreement;

C = the figure shown in the Consumer Prices Index for the month immediately prior to 9 July 2009; and

D = the recalculated sum in pounds sterling payable under this Agreement

"DAGL" means **DOCKLANDS AVIATION GROUP LIMITED** (Company number 5879149) whose registered office is at City Aviation House, London City Airport, London E16 2PB

"Deed of Variation Five" means the deed of variation to this Agreement entered into in connection with the S73 Permission

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"the Development" means the development of the Land comprising demolition of existing buildings and structures and provision additional infrastructure and passenger facilities at the Airport including:

- (a) Demolition of existing buildings and structures;
- (b) 4 no. upgraded aircraft stands and 7 new aircraft parking stands;
- (c) Extension and modification of the existing airfield, including the creation of an extended taxi lane;
- (d) Emergency vehicle access point over King George V Dock;
- (e) Replacement landside forecourt to include vehicle circulation, pick up and drop off areas and hard and soft landscaping;

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- (f) Eastern Extension to the existing Terminal Building (including alteration works to the existing Terminal);
- (g) Construction of a 3 storey passenger pier to the east of the existing Terminal;
- (h) Erection of Noise Barriers;
- (i) Western Extension and alterations to the existing Terminal;
- (j) Western Energy Centre, storage, ancillary accommodation and landscaping;
- (k) Facilitation Works including temporary coaching facility and extension to the outbound baggage area;
- (l) Upgrading works to Hartmann Road;
- (m) Passenger and staff parking, car hire parking, taxi feeder park and ancillary and related work;
- (n) Eastern Energy Centre;
- (o) Dock Source Heat Exchange System within King George V Dock; and
- (p) Ancillary and related work

"Development Management Contribution" means an annual contribution of fifty thousand pounds £50,000 Index Linked to be paid by the Airport Companies to the Council pursuant to paragraph ~~3~~4 of Schedule 14 towards the additional cost of processing applications for approvals and consents under this Agreement and the Planning Permission associated with it and payable pursuant to paragraph 3 of Schedule 14.

"DHN " means a district heating network comprising a central heat source together with a network of pipes carrying hot water or steam which supply heat to a number of buildings in the local area

"DHN Operator" means an operator of the relevant DHN

"Director of Planning" means the officer at the Council who for the time being has overall responsibility for management of the Council's service as local planning authority

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“DLR” means DOCKLANDS LIGHT RAILWAY LIMITED (Company Registration Number 2052677) whose registered office is situate at P.O. Box 154 Castor Lane, Poplar, London E14 0DX

“DLR Contributions” means the DLR Contribution Balance and the CADP DLR Contribution

“DLR Contribution Balance” means the balance from time to time of the DLR Service Enhancement Contribution which balance at the date of this Agreement is two million one hundred and twenty five thousand pounds (£2,125,000) CPI-Indexed and which is to be used to increase capacity on services between the Airport and the wider route network

“DLR Rolling Stock” means additional rolling stock to provide the equivalent of an additional DLR Car for deployment on the DLR route network including the routes serving the DLR Station to be funded by the Airport Companies pursuant to this Agreement

“DLR Service Enhancement Contribution” means the DLR Service Contribution as defined in the 2009 Agreement namely:

the sum of £2,500,000 payable by the Airport Companies to the Council towards the cost of purchasing one additional rail car to assist in providing the DLR Service Enhancement which shall be payable in the manner provided for in paragraph 6 of Part 1 of the Sixth Schedule

- and “DLR Service Enhancement” being defined in the 2009 Agreement as follows:

‘any one of the following enhancements of the DLR Current Planned Service [defined in the 2009 Agreement as 15 two-car trains per hour in each direction]:

- (a) increased frequency of trains (greater than 15 two-car trains per hour in each direction);*
- (b) introduction of at least one three-car train as part of the DLR Current Planned Service;*
- (c) extension of the Woolwich to Canning Town (two-car) shuttle service to Canary Wharf as part of the DLR Current Planned Service; or*

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(d) *any other enhancement which may be agreed between the Council the Airport Companies and DLR'*

- and which for the avoidance of doubt under this Agreement can be spent on DLR Rolling Stock

"DLR Staff" means those persons employed by DLR to manage the flow and distribution of passengers on the platforms at the DLR Station in order to facilitate the maximum use of the available DLR train capacity by passengers and to also act as a passenger information source for matters relating to the Airport

"DLR Station" means the existing station forming part of the DLR which serves the Airport and is known as London City Airport station

"DLR Station Management Contribution" means the sum of three hundred thousand pounds (£300,000) payable by the Airport Companies to TfL over a three year period in the manner provided for in paragraph 2 of Schedule 5 towards the cost of maintaining an increase over current DLR staffing levels at the DLR Station which is equivalent to two full time DLR Staff at the DLR Station during Airport peak hours of passenger demand at the DLR Station (0600 to 1000 and 1600 to 2000) subject to alterations agreed by the Airport Companies and TfL to reflect actual demand

"Dockside Works" means those aspects of the Development which are likely to affect access along Hartmann Road comprising:

- (a) upgrading works to Hartmann Road (in accordance with Schedule 3);
- (b) passenger and staff parking;
- (c) car hire parking; and
- (d) taxi feeder park.

"Eastern Access" means (a) the access point at the eastern end of the Land at the junction of Hartmann Road and the A117 Woolwich Manor Way and (b) the improved Hartmann Road (in accordance with Schedule ~~30-3~~) which together form part of the Development

"Eastern Energy Centre" means the eastern energy centre proposed as part of the Development, -utilising technologies such as heat pumps and/or photovoltaics and/or other renewable technologies in place of gas-fired combined heat and power, in the

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location shown indicatively coloured green on "Plan 7"

"Eastern Terminal Extension" means the extension of the existing terminal building at the Airport to its eastern elevation which extension forms part of the Development and is shown indicatively coloured green on "Plan 8"

"Education Contribution" means the sum of seven hundred and seventy thousand pounds (£770,000) Index Linked payable by the Airport Companies to the Council in the manner provided for in paragraph 3 of Schedule 5 towards programmes for local schools and/or colleges which assist pupils and students with employment and interviewing skills and/or general career advice and/or knowledge of the Airport and the Development and/or job opportunities in the aviation industry

"Eligible Projects" means projects to be funded by grants from the London City Airport Community Fund which make a contribution towards:

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(a) Improving amenity in areas local to the Airport and along its flight paths including, but not limited to, creation of/improvements to playgrounds, parks, sporting facilities and community recreation facilities; and/or

(b) Building stronger, safer and healthier communities; and/or

(c) Creating more sustainable and greener communities; and/or

(d) Raising aspirations of East Londoners; and/or

(e) Creating pathways into employment

"Embedded Posts" means the following posts which shall be maintained by the Airport Companies for a minimum of eight years from the Commencement of Development:

- (a) Full-time equivalent Human Resources officer with responsibility for the following:
 - (i) Working with staff at the Operator and concession services at the Airport of the business case for employing local staff and encouraging them to use the Newham Workplace recruitment service as appropriate;
 - (ii) identifying forthcoming job opportunities and provide advance notice to

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the Operator and Newham Workplace of skills needs and recruitment timescales; and

(iii) developing intelligence to inform the design and content of skills training to meet the needs of employers;

(b) Full-time equivalent Community Engagement officer with responsibility for the following:

(i) Community engagement activity in liaison with Newham Workplace to raise local awareness of job opportunities at the Airport and relevant pre-recruitment training courses;

(ii) Local schools programmes to raise awareness of the world of work, career paths and aspiration - educating teachers, pupils and parents;

(iii) Identifying forthcoming supply chain opportunities which are relevant and suited to local businesses

(iv) A programme of curriculum activities which relate to work and activities at the Airport in order to link education to the world of employment - targeting primary and secondary schools; and

(v) Liaising with the Council and the Education Partnership Board on the schools programmes and curriculum activities being undertaken by the Airport Companies and the Council.

(c) Full-time equivalent procurement manager with responsibility for the following aspects of the supply chain for the Airport in liaison with Newham Workplace:

(i) raising awareness amongst local businesses of the supply chain opportunities available for both construction and operational activities;

(ii) organising “meet the buyer” events to promote supply chain opportunities;

(iii) organising business networking events to share good practice and promote business opportunities resulting from the Airport;

(iv) reporting regularly to the Council on the supply chain initiatives being undertaken by the Airport Companies

"Employment Contribution" means the sum of five million eighteen thousand one

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hundred and twelve pounds (£5,018,112) Index Linked payable by the Airport Companies to the Council in the manner provided for in paragraph 3 of Schedule 5 towards the following employment initiatives to be offered by the Council in connection with the Development:

- (a) supporting people in gaining entry into work associated with the Airport and the Development including through Newham Workplace (including any equivalent replacement body); and
- (b) ensuring local residents are given the opportunity to access jobs at the Airport or related to the Development

"Environmental Health Monitoring Contribution" means a contribution of seventy thousand pounds (£70,000) Index Linked per annum to be paid by the Airport Companies to the Council pursuant to paragraph 4 of Schedule 14 during construction of the Development to fund the Council's Pollution Control Team (and any successor entity providing this function for or on behalf of the Council) in monitoring and managing environmental issues under this Agreement and during construction (including the noise and air quality implications of the construction of the Development) including any agreement concluded for the Development under the Control of Pollution Act 1974

"Extension Land" means the part of King George V Dock which is required for the construction of the Development and is currently outside the operational boundary of the Airport shown for illustrative purposes hatched red on "Plan 9" (also shown hatched red on Plan 11)

~~**"Final Heating Supply Options Study"** means a study which assesses whether:-~~

- ~~(a) — connection of the Airport to a DHN is a viable proposition before Occupation of the Eastern Terminal Extension;~~
- ~~(b) — whether connection from the Airport to a DHN ought to be made and if so on what timescale;~~
- ~~(c) — if not, whether and how future connection should be safeguarded for future connection to the DHN at the cost of the DHN operator~~

"First Tier Scheme" means the scheme in the form attached to this Agreement at Annexure 2 (or any amended version of that scheme which is agreed in writing by the

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Council and which provides at least an equivalent or better form of air noise mitigation) incorporating sound insulation measures for Eligible Properties (as that term is defined in Annexure 2) within the Actual 57dB Contour

"Future Growth 55dB Night Contour" means the maximum extent 55dB Night Contour in connection with the S73 Permission shown on Plan 20

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"Future Growth 57dB Contour" means the maximum extent 57dB Contour in connection with the S73 Permission shown on Plan 21

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"Future Growth 60dB Contour" means the maximum extent 60 dB Contour in connection with the S73 Permission shown on Plan 22

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"Future Growth 66dB Contour" means the maximum extent 66dB Contour in connection with the S73 Permission shown on Plan 23

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"GLA Land" means **GLA LAND AND PROPERTY LIMITED** (Company number 07911046) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL and whose interests in the Land are set out at Schedule 2

"GLA Land Interests" means the freehold interests owned at the date of this Agreement by GLA Land in the following parts of the Land:

- (a) the part of King George V Dock outside the current operational boundary of the Airport;
- (b) the Runway 28 Hold and the land at King George V Dock referred to in recital (C);
- (c) the 11 Acre Site referred to in recital (F);
- (d) the 10 Acre Site referred to in recital (G)

"the Greater London Authority" means the Greater London Authority, City Hall, The Queen's Walk, London SE1 2AA

"the Green Land" the parts of the Land shown coloured green on Plan 11 the freehold interest of which is registered at the Land Registry under the title numbers EGL519267, EGL522964 and TGL339701 and is owned by DLR.

"Group" in relation to any party, that party and its subsidiary undertakings from time to time and the ultimate parent undertaking (if any) and every other undertaking which from time to time is a subsidiary undertaking of the same ultimate parent

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undertaking (if any) and the terms “undertaking”, “subsidiary undertaking” and “parent undertaking” shall have the meanings prescribed by Sections 1161 and 1162 and Schedule 7 of the Companies Act 2006

Group Company” a company forming part of the Group

“Guidelines” means the “Guidelines for Airport Consultative Committees” issued by the Department of Transport in April 2014 or such other guidelines that may be issued from time to time modifying extending or replacing them

“Hartmann Road” means that part of Hartmann Road which is not public highway at the date of this Agreement and which is under the control of the Airport Companies shown coloured pink on “Plan 10”

“~~Interim~~ Heating Supply Options Study” means a study which assesses whether:

- (a) connection of the Airport to a DHN is a viable proposition before Occupation of the Western Terminal Extension;
- (b) whether connection from the Airport to a DHN ought to be made and if so on what timescale;
- (c) if not, whether and how future connection should be safeguarded for future connection to the DHN at the cost of the DHN Operator

“Historical Information Boards” means one information board located at the eastern end of the Land adjacent to King George V Dock and another information board located at the western end of the Land adjacent to King George V Dock both of which shall be in the form and in the locations to be approved by the Council as local planning authority pursuant to paragraph 1 of the Schedule 7 and the purpose of which shall be to provide information to the public about the history of King George V Dock and the other Royal Docks PROVIDED THAT the total cost to the Airport Companies of installing the Historical Information Boards shall not exceed forty thousand pounds (£40,000) Index Linked

“Implementation Date” means the date on which the Development is Commenced

“Implementation of the S73 Permission” means the date on which the Airport Companies notify the Council that the Development will proceed pursuant to the S73 Permission

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“Implemented Alternative Use” means any use of the Extension Land which is unrelated to the use of the Airport as a civil aerodrome and which has been implemented by either the commencement of that use or the beginning of development which facilitates that use within the meaning of Section 56 of the Act

“Index Linked” means that if any sum so described in this Agreement is not paid within 3 months of the date hereof it shall be increased by an amount in proportion to the increase in the All Items Index of Retail Prices (“RPI Index”) issued by the Office for National Statistics from the date hereof until the date on which such sum is paid in accordance with the following formula:

$$X = \text{£Y} \times B/A$$

Where:

X is the sum in question after application of this formula

£Y is the sum due under this Agreement to which this formula is applied

A is the value of the RPI Index last published before the date of this Agreement; and

B is the value of the RPI Index last published before sum (£Y) is paid

- provided that if the RPI Index shall cease to exist, there shall be substituted such other index as shall be specified by the Council, acting reasonably

“Interest” means interest at 4% per annum above the base lending rate of the Bank of England from time to time

“Intermediate Tier Scheme” means the noise insulation scheme in the form attached at Annexure 12 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Annexure 12) within the Actual 63 dB Contour and, as from Implementation of the S73 Permission, within the Actual 60dB Weekend Contour (with Eligible Properties within additional Noise Contours covered by future dates as specified in Annexure 12)

“the Land” means the land known as London City Airport, The Royal Docks, London E16 2PB as shown edged red on the plan attached to this Agreement marked “Plan 11”

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“LCACC” means the airport consultative committee currently known as the London City Airport Consultative Committee

“LCAJ” means LONDON CITY AIRPORT JET CENTRE LIMITED (Company number 2120138) whose registered office is at City Aviation House, Royal Docks, London E16 2PB

“Local Area” means together the administrative areas of the London Boroughs of Newham, Tower Hamlets, Hackney, Waltham Forest, Redbridge, Lewisham, Southwark, Barking and Dagenham, Greenwich, Bexley, Havering and the area of Epping Forest District Council

“Local Employment Partnership Board” means the board established pursuant to paragraph 4 of Schedule 11 which shall comprise an equal number of individuals representing the Airport Companies and individuals representing the Council and which shall review and consider the initiatives that may be funded by the Education Contribution and the Employment Contribution and the progress made by persons in the Embedded Posts with community engagement, training, local recruitment and supply chain management.

“London Buses” means any buses operating on service routes, diversions, special services or rail replacement services which are managed by TfL

“London City Airport Community Fund” means the fund launched by the Airport Companies in 2019 with registered charity number 1182642 which has as its purpose supporting Eligible Projects within the Area of Benefit

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“London City Airport Community Fund Contribution” means the sum of three million, eight hundred and fifty thousand pounds (£3,850,000) Index Linked payable by the Airport Companies in accordance with Schedule 20 to this Agreement

“London City Airport Community Fund Terms of Reference” means the terms of reference in respect of the London City Airport Community Fund including the establishment of a board of Trustees, a grant committee, governance, eligibility, trust objectives, arrangements for applications for funding, meetings, reporting and monitoring, as set out in the document entitled “London City Airport Community Fund Terms of Reference” attached at Annexure 15 and as many be modified from time to time by the Trustees PROVIDED THAT the London City Airport Community Fund shall always be operated for the purpose of supporting Eligible Projects within the Area of

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Benefit

"London Taxis" means taxis licensed by TfL for the Greater London area

"the Mortgagee" means the ROYAL BANK OF SCOTLAND PLC (registered in Scotland with Company Registration number 90312) whose registered office is at 250 Bishopsgate, London EC2M 4AA in its capacity as Security Trustee (as defined below)

"Neighbouring Authority Agreement" means a binding agreement to be entered into between the Airport Companies and any London Borough within whose administrative boundary the Actual 57dB Contour falls and such agreement shall comprise a binding commitment by the Airport Companies (and their respective successors in title) to comply with the obligations in this Agreement contained in paragraphs 1 to 8 of Part 1 of Schedule 9 in the administrative area of that London Borough and the Neighbouring Authority Agreement shall be substantially in the form included at Annexure 13.

"New Neighbouring Authority Agreement" means a binding agreement to be entered into between the Airport Companies and any London Borough within whose administrative boundary the Actual 57dB Contour falls and such agreement shall comprise a binding commitment by the Airport Companies (and their respective successors in title) to comply with the obligations in this Agreement contained in paragraphs 1 to 8 of Part 1 of Schedule 9 (with such variations to the same as are a consequence of the S73 Permission) in the administrative area of that London Borough and the New Neighbouring Authority Agreement shall be substantially in the form included at Annexure 13

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"Newham Work Place" means the Council's partnership "one stop shop" for jobs and enterprise, bringing together Jobcentre Plus (JCP), the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers including support for local unemployed and under-employed people, access to training provision and business support services as well as supporting local firms' recruitment needs (and shall include any successor partnership or organisation thereto)

"New Stands" means the new aircraft stands to be constructed as part of the Development

"NIPS 1" means a scheme (defined as the Noise Insulation Payment Scheme and

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required under the 2009 Agreement) in the form attached at Annexure 3 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at dwellings and Public Buildings which:

- (a) as a consequence of the 2009 Development are situated on land:
 - i. within the 2009 57dB Contour but outside the 1998 57 dB Contour; and
 - ii. within the 2009 66dB Contour; and
- (b) form part of a development that as at 9 July 2009 had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 1 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects)

NIPS 2" means a scheme in the form attached at Annexure 4 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at:

- (a) dwellings and Public Buildings which
 - (i) as a consequence of the Development are situated on land:
 - (A) within the CADP 57dB Contour but outside the 2009 57dB Contour; or
 - (B) within the CADP 66dB Contour but outside the 2009 66dB Contour; and
 - (ii) form part of a development that as at the date of this Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 2

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remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects); and

(b) dwellings which

(i) as a consequence of the Development are situated on land within the CADP 63dB Contour; and

(ii) form part of a development that as at the date of this Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 2 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects).

“NWP” means NORTH WOOLWICH PROPERTIES LIMITED (Company number 3674787) whose registered office is at City Aviation House, London City Airport, Royal Docks, London E16 2PB and any successor in title thereto

“Noise Contours” means the following contours:

(a) ~~(a)~~ — the Actual 55dB Night Contour

(b) the Actual 57dB Contour

(c) ~~(b)~~ — the Actual 60dB Contour

(d) the Actual 60dB Weekend Contour

(e) the Actual 61dB Contour

(f) the Actual 62dB contour

(g) the Actual 63dB Contour

(h) ~~(e)~~ — the Actual 66dB Contour

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(i) ~~(d)~~ — the Actual 69dB Contour

(j) ~~(e)~~ — the Predicted 55dB Night Contour

(k) the Predicted 57dB Contour

(l) ~~(f)~~ — the Predicted 60dB Contour

(m) the Predicted 60dB Weekend Contour

(n) the Predicted 61dB Contour

(o) the Predicted 62dB Contour

(p) the Predicted 63dB Contour

(q) ~~(g)~~ — the Predicted 66dB Contour

(r) ~~(h)~~ — the Predicted Reduced 55dB Night Contour

(s) the Predicted Reduced 57dB Contour

(t) the Predicted Reduced 60dB Contour

(u) the Predicted Reduced 60dB Weekend Contour

(v) ~~(i)~~ — the Predicted Reduced 61dB Contour

(w) the Predicted Reduced 62dB Contour

(x) the Predicted Reduced 63dB Contour

(y) ~~(j)~~ — the Predicted Reduced 66dB Contour

“NOMMS” means the noise management and mitigation strategy to be submitted to and approved by the Council pursuant to the conditions attached to the Planning Permission

“Notification of Implementation Form” the form appended at Schedule 16 with

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notification of the Implementation Date to be completed by the Airport Companies and returned to the Council in accordance with clause 11.3 hereof;

“Notification of Payment Form” means the form appended at Schedule 17 with notification of any relevant Payment Date to be completed by the Airport Companies and returned to the Council in accordance with clause 11.4 hereof;

“Occupation” means occupation or bringing into Beneficial Use and excludes occupation for the purposes of demolition construction internal and external refurbishment decoration fitting out security or any other activity preparatory to Beneficial Use and the words **“Occupy”** and **“Occupied”** shall be construed accordingly

“the Operator” means **LONDON CITY AIRPORT LIMITED** (Company number 1963361) whose registered office is at City Aviation House, Royal Docks, London E16 2PB and any successor in title thereto

“the Orange Land” all that land being part of the Yellow Land and known as land on the east side of Connaught Bridge which interest is registered at the Land Registry under the title number EGL517854 shown hatched orange on Plan 11

“Parking Improvement Contribution” means the sum of two hundred and fifty thousand pounds (£250,000) Index-Linked payable by the Airport Companies to the Council pursuant to in paragraph 4 of Schedule 5 towards the cost of investigating, designing and implementing a system of parking controls (or such other traffic management measures as the Council deems necessary) in the immediate vicinity of the Land and any area where it is established that there is a parking problem caused by the operation of the Airport

“Past Noise Insulation Works” means:

- (a) any of the First Tier Works, the Public Buildings First Tier Works, the Second Tier Works or the Public Buildings Second Tier Works as those terms are defined in and pursuant to the obligations contained in the 2009 Agreement; or
- (b) any Noise Insulation Works as that term was defined in and pursuant to the obligations contained in the 1998 Agreement

“Phase” means any phase of the Development identified as part of the phasing plan or programme submitted to and approved by the Council pursuant to the conditions

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attached to the Planning Permission

“the Pink Land” all that land and premises being part of the Land shown coloured pink on Plan 11 and known as the 11 Acre Site (on the south side of King George V Dock) the freehold interest of which is registered at the Land Registry under title EGL258669 and the long leasehold interest of which is registered at the Land Registry under title number EGL291578

“the Planning Permission” means the planning permission granted pursuant to the Appeal and shall be deemed to include any planning permission granted under section 73 of the Act for variation of a condition attached to such planning permission without prejudice to the Council’s discretion to require changes to this Agreement or additional planning obligations which are necessary to make such variation acceptable in planning terms

“Plan 1” means the plan attached hereto and numbered “1”

“Plan 2” means the plan attached hereto and numbered “2”

“Plan 3” means the plan attached hereto and numbered “3”

“Plan 4” means the plan attached hereto and numbered “4”

“Plan 5” means the plan attached hereto and numbered “5”

“Plan 6” means the plan attached hereto and numbered “6”

“Plan 7” means the plan attached hereto and numbered “7”

“Plan 8” means the plan attached hereto and numbered “8”

“Plan 9” means the plan attached hereto and numbered “9”

“Plan 10” means the plan attached hereto and numbered “10”

“Plan 11” means the plan attached hereto and numbered “11”

“Plan 12” means the plan attached hereto and numbered “12”

“Plan 13” means the plan attached hereto and numbered “13”

“Plan 14” means the plan attached hereto and numbered “14”

“Plan 15” means the plan attached hereto and numbered “15”

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"Plan 16" means the plan attached hereto and numbered "16"

"Plan 17" means the plan attached hereto and numbered "17"

"Plan 18" means the plan attached hereto and numbered "18"

"Plan 19" means the plan attached and numbered "19"

"Plan 20" means the plan attached hereto and numbered "20"

"Plan 21" means the plan attached hereto and numbered "21"

"Plan 22" means the plan attached hereto and numbered "22"

"Plan 23" means the plan attached hereto and numbered "23"

"Practical Completion" means in relation to a development or part of a development the issue of a certificate of practical completion by the developer's architect or engineer as the case may be

"Predicted 55dB Night Contour" means the 55dB Night Contour based on forecast aircraft night-time movements (23.00-07.00) for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 57dB Contour" means the 57 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 60dB Contour" means the 60dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 60dB Weekend Contour" means the 60dB Weekend Contour based on forecast Aircraft Movements at the Airport for the summer weekend daytime period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 61dB Contour" means the 61dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

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"Predicted 62dB Contour," means the 62dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

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"Predicted 63dB Contour" means the 63 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 66dB Contour" means the 66 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted Reduced 55dB Night Contour," means the 55dB Night Contour based on forecast aircraft night-time movements (23.00-07.00) for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in the preceding five calendar years

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"Predicted Reduced 57dB Contour" means the 57 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Predicted Reduced 60dB Contour," means the 60dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

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"Predicted Reduced 60dB Weekend Contour," means the 60dB Weekend Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual

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Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Predicted Reduced 61dB Contour," means the 61dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

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"Predicted Reduced 62dB Contour," means the 62dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

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"Predicted Reduced 63dB Contour" means the 63 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Predicted Reduced 66dB Contour" means the 66 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Pro Rata Payment" in relation to any sum (S), means the amount (X) calculated using the following formula:

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$$X = S \times Y/365$$

where Y is the number of days from and including the due date for payment up to and including the anniversary of the due date for payment

"PSZs (2009)" means the public safety zones at either end of the runway at the Airport designated as such by the Department for Transport which existed at the date of the 2009 Permission and shown on the plan attached to this Agreement marked "Plan 12"

"PSZs (2011)" means the public safety zones at either end of the runway at the Airport designated as such by the Civil Aviation Authority the current form of which are shown on the plan attached to this Agreement marked "Plan 13"

"Public Building" means the following types of public buildings in noise sensitive community use and any other types of public building as agreed between the Airport Companies and the Council: schools (including but not limited to Britannia Village School) colleges doctors' surgeries health centres hospitals nursing homes (including old people's homes) community centres (but not those used only as social clubs) meeting halls village halls churches and other places of religious worship libraries children's and other day centres crèches and nurseries and including any parts of buildings authorised and used for such purposes

"Public Safety Zones" means the public safety zones at either end of the runway at the Airport designated as such from time to time by the Civil Aviation Authority the current form of which are the PSZs (2011) and **"Public Safety Zone"** shall be construed accordingly.

"Purchase Offer" means an offer to purchase a Residential Dwelling at open market value pursuant to the Purchase Scheme which shall remain open for acceptance during a period of five years from date of offer

"Purchase Scheme" means a scheme in the form attached at Annexure 5 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) originally required under the 2009 Agreement pursuant to which the Airport Companies shall make a Purchase Offer to any dwelling where the external façade of that dwelling is situated within the Actual 69 dB Contour

"the Purple Land" means the part of the Pink Land hatched purple on Plan 11 the

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occupational lease of which is owned by the Operator and registered at the Land Registry under title number EGL570410

"Recruitment Centre" means a recruitment centre located within the London Borough of Newham which is committed to helping local people to find suitable jobs and assisting employers to find the right people locally for their organisations (such recruitment centre to be approved by the Council)

"Reinspection Scheme" means the scheme in the form attached to this Agreement at Annexure 6 (or any amended version of such scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) for the reinspection of properties which have benefited from Past Noise Insulation Works or the CADP Noise Insulation Schemes in order to establish whether the relevant works still meet the acoustic standard specified in the Past Noise Insulation Works or the CADP Noise Insulation Schemes (as the case may be)

"Replacement Forecourt" means that part of the replacement landside forecourt forming part of the Development which includes the Taxi Rank, the Bus Stops and the Bus Stand and the routes shown coloured blue on Plan 6

"Residential Dwelling" means a house, flat, apartment or other place of residence permanently in use for residential purposes within Class C3 or Class C4 of the Town and Country Planning (Use Classes) Order 1987

"Restoration Scheme" means a methodology and programme for the Restoration Works to be approved pursuant to Schedule 4 and (subject to obtaining all relevant statutory consents) to be implemented in the event that the Airport ceases permanently to be used as an airport or civil aerodrome

"Restoration Works" means the works necessary to:

- (a) remove the buildings, the deck and the section of each pile above the surface of the dock bed which shall have been constructed as part of the Development on the Extension Land so that the Extension Land can be returned to open water capable of being used for water-based leisure and recreational uses; and
- (b) (if required) reinstate

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- (i) the dolphin structure forming part of King George V Dock which shall have been partially removed as part of the Development on the Extension Land and
- (ii) the part of the dock wall edge which is proposed to be altered as part of the Development in order to facilitate connection of the floating pontoon or deck slab.

"Road Signage Contribution" means the sum of twenty five thousand pounds (£25,000) Index Linked payable as a contribution towards the cost of installing modified or additional signage on roads in the vicinity of the Land in the approximate locations shown on Plan 14 in order to direct vehicular traffic between the TfL road network and the Airport following completion of the Development and the opening of the Eastern Access

"S73 Permission" means the planning permission granted pursuant to the appeal against the refusal of the application with reference 22/03045/VAR made by LCA on 26 July 2023 and given reference APP/G5750/W/23/3326646

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"Second Tier Scheme" means the noise insulation scheme in the form attached at Annexure 7 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Annexure 7) within the Actual 66 dB Contour and, as from Implementation of the S73 Permission, the Actual 55dB Night Contour

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"Secretaries of State" means the Secretary of State for Transport and the Secretary of State for Communities and Local Government

"Security Trustee" means The Royal Bank of Scotland plc acting in its capacity as security trustee for the Secured Parties under (and as defined in) the facility agreement dated 18 February 2016 (as amended, varied and/or restated from time to time) entered into by the Mortgagee (as agent and security trustee)

"Start Date" means the start of any works forming part of the Development or part of a Phase (as the case may be) pursuant to the Planning Permission whether or not those works constitute Commencement of Development

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“STF Qualifying Initiatives” means feasibility studies, mode share monitoring and analysis, direct funding of sustainable transport initiatives (including infrastructure and STF Priority Projects) and contributions towards the Council or TfL for the delivery of sustainable transport initiatives (including transport service subsidies, and infrastructure and STF Priority Projects) all of which have as their aim the achievement of STF Qualifying Purposes and **“STF Qualifying Initiative”** shall be construed accordingly

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“STF Qualifying Purposes” means contributing towards the Airport achieving its mode share targets, reducing the impact of private car journeys, decreasing carbon and pollution emissions and encouraging the use of sustainable modes of transport

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“STF Priority Projects” means priority projects for consideration by the Transport Forum for the application of the Sustainable Transport Fund which shall include but not be limited to the following and which shall be subject to periodic review by the Transport Forum:

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(a) earlier DLR services to and from the Airport (subject to DLR engineering assessment) ;

(b) improving connectivity between the Airport and the Elizabeth Line, informed by feasibility studies;

(c) improvement of local bus routes serving the Airport (including improved frequencies);

(d) integration with future bus routes south of the Thames via the Silvertown Tunnel;

(e) transport measures identified through the Airport’s staff and passenger travel plans (PROVIDED THAT such measures represent enhancements to the Airport’s existing approved travel plans or are secured through future approved travel plans);

(f) measures to improve walking and cycling infrastructure around the airport and within the Royal Docks; and

(g) wayfinding and accessibility improvements within Canning Town DLR and Jubilee Line station and adjacent bus station

and **“STF Priority Project”** shall be construed accordingly

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"STQ Application" means the planning application dated 19 April 2010 reference number 10/00860/RENEW received by the Council seeking outline planning permission for the STQ Development

"STQ Development" means the mixed use development at the STQ Site or any minor variation or modification to the STQ Permission pursuant to the Act resulting in what is in substance substantially the same development in all material respects

"STQ Payment" means a total sum of two million pounds (£2,000,000) CPI Indexed payable by the Airport Companies to GLA Land towards the enhancement of residents' enjoyment of the accessible open space within the STQ Development through projects activities or other measures

"STQ Permission" means planning permission to be granted pursuant to the STQ Application

"STQ Site" means the site known as Silvertown Quays which is the subject of the STQ Application

"Sustainable Transport Fund" means a fund to be established by the Airport Companies which is to be used to fund STF Qualifying Initiatives

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"Sustainable Transport Fund Contribution" means a contribution of no less than fourteen million pounds (£14,000,000) With Indexation towards the Sustainable Transport Fund and payable in instalments in accordance with Schedule 21 of this Agreement

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"Taxi Feeder Park" means that part of the Airport shown coloured green on Plan 19 through which London Taxis shall pass prior to entering the Taxi pick-up facility

"Taxi Rank" means the replacement taxi drop off and pickup areas forming part of the Replacement Forecourt and show coloured orange and yellow on Plan 6

"TfL" means **TRANSPORT FOR LONDON** being the strategic transport authority for London and the highway authority for the purposes of the Highways Act 1980 for certain highways in the vicinity of the Development and responsible for the planning operation of public transport serving the Land and whose registered office is situated at Windsor House, 42-50 Victoria Street, London SW1H 0TL and shall include any successor body thereto

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“the Transport Forum” means the partnership arrangements known as the Airport Transport Forum already established at the date of this Agreement by the Operator between itself, public transport operators, the Council, local people and businesses and other interested parties in accordance with the Department for Transport’s Guidance on Airport Transport Forums and Airport Surface Access Strategies (26 July 1999) or any replacement or modification of such guidance

“Trustees” means the trustees serving from time to time as appointed trustees of the London City Airport Community Fund

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“Underspend” means the sum representing the part (if any) of the Annual Monitoring Payment for any one year which at the end of that year remains unexpended (including following the Commencement of Development any Underspend from any Annual Monitoring Payment which may have been paid under the 2009 Agreement)

“VCS 1” means a scheme (defined as the Value Compensation Scheme and required under the 2009 Agreement) in the form attached at Annexure 8 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of mitigation against the consequences of extension of public safety zones at the Airport) which is intended to compensate for loss of value in sites which are yet to be developed caused by the first extension of the PSZs (2009) to the PSZs (2011), following the grant of the 2009 Permission

“VCS 2” means a scheme in the form attached at Annexure 9 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of mitigation against the consequences of extension of public safety zones at the Airport) which is intended to compensate for loss of value in sites which are yet to be developed caused by the first extension of the PSZs (2011) in an official revision of Public Safety Zones as a result of the Planning Permission

“Wake Turbulence” means the wake vortices formed by lift being generated through the creation of a pressure differential over the wing surfaces of aircraft

“Wake Turbulence Study” means an investigation into any damage arising to buildings surrounding the Airport as a result of Wake Turbulence, together with recommendations (to the extent necessary) to address such damage or the risk of such damage and procedures that should be adopted in order to handle any claims for compensation arising from such damage and the current version of the Wake Turbulence Study is included at Annexure 11 to this Agreement

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"Walking and Cycling Contribution" means the sum of one hundred thousand pounds (£100,000) Index Linked as a contribution towards the cost of funding:

- (a) a study (up to a maximum cost of £5,000) based on the Pedestrian Environment Review System (PERS) to assess the quality of the pedestrian and cycling environment in the vicinity of the Land and identify the opportunities to improve pedestrian and cycling routes to and from the Airport to and from the Local Area
- (b) the recommendations for improvement of pedestrian and cycling routes to and from the Airport contained in the study

"Western Energy Centre" means the western energy centre proposed as part of the Development shown indicatively coloured yellow on "Plan 15"

"With Indexation", in relation to any sum means that sum is increased by an amount in proportion to the increase in the All Items Index of Retail Prices ("RPI Index") issued by the Office for National Statistics from the date of Deed of Variation Five until the date on which such sum is paid in accordance with the following formula:

$$X = EY \times B/A$$

Where:

X is the sum in question after application of this formula

EY is the sum due under this Deed to which this formula is applied

A is the value of the RPI Index last published before the date of Deed of Variation Five; and

B is the value of the RPI Index last published before sum (EY) is paid

- provided that if the RPI Index shall cease to exist, any substitute index published by the Office for National Statistics shall be used

"WSP" means WEST SILVERTOWN PROPERTIES LIMITED (Company number 4283491) whose registered office is at City Aviation House, London City Airport, Royal Docks, London E16 2PB

"Western Terminal Extension" means the extension of the existing terminal building

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at the Airport to its western elevation which extension forms part of the Development and is shown indicatively coloured red on "Plan 16"

"the Yellow Land" means all those freehold parcels of land and premises being part of the Land and registered at the Land Registry under the title numbers EGL343511, EGL371083, EGL519692, EGL518399 and EGL552140 shown coloured yellow on Plan 11 subject to :

- (a) head leasehold interests held by DAGL and registered at the Land Registry under title numbers EGL288796, EGL371087 and EGL240722; and
- (b) occupation leases held by the Operator and registered at the Land Registry under title numbers EGL518714, EGL527797, EGL527798 and EGL527799

2. INTERPRETATION

- 2.1 Words importing the singular shall include the plural and vice versa
- 2.2 Words importing one gender include all other genders
- 2.3 Clause headings (if any) are inserted for convenience only and shall not affect the construction of this Agreement and all references to clauses and sub-clauses are to clauses and sub-clauses of this Agreement
- 2.4 References to statutes or statutory instruments include references to any Modification extension or re-enactment of them from time to time
- 2.5 References in this Agreement to the Council or TfL or the Greater London Authority shall include any successor to their respective statutory functions
- 2.6 References in this Agreement to:
 - (a) the Operator;
 - (b) any of the other Airport Companies;
 - (c) the Mortgagee;
 - (d) GLA Land;

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(e) TfL; or

(f) DLR

- shall include their successors in title

2.7 Any covenant not to do any act or thing includes an obligation not to knowingly allow, permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person

2.8 This Deed is made pursuant to the Act and the planning obligations are entered into with the intent that they shall be enforceable without limit of time against the interests of the Airport Companies and (subject to clause 6) DLR and GLA Land referred to in the recitals to this Agreement, including their successors in title and assigns and any person corporate or otherwise that acquires an interest or estate created in the Land (or any part or parts thereof) as if that person had also been an original covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person

3. STATUTORY POWER AND ENFORCING AUTHORITY

3.1 This Agreement is made as a deed pursuant to:

- (a) Section 106 and Section 106A of the Act;
- (b) Section 111 of the Local Government Act 1972;
- (c) Section 1 of the Localism Act 2011; and
- (d) All other enabling powers necessary to give effect to this Agreement

4. COMMENCEMENT

4.1 This Agreement is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

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- save for the provisions of clause 3, this clause 4, clause 9, clauses 11 to 16, paragraph 1.1 of Schedule 3, paragraphs 3.1(a) and 8 of Schedule 5, paragraphs 1 and 2 of Schedule 7, paragraphs 9 and 10 of Part 1 and Part 2 of Schedule 9 each of which shall come into effect immediately upon the grant of the Planning Permission

5. THE PLANNING OBLIGATIONS - AIRPORT COMPANIES

5.1 The Airport Companies covenant with the Council with the intention of binding their respective interests in the Land:-

- (a) to observe and perform and cause to be observed and performed the covenants and restrictions contained in this clause and Schedules 3 to 14 inclusive of this Agreement; and
- (b) to pay on completion of the Agreement the Council's reasonable legal costs in connection with the negotiation and completion of this Agreement; and
- (c) subject to Clause 9.10 not to carry out the Development or conduct the operation of the Airport otherwise than in accordance with this Agreement

5.2 The Airport Companies covenant with TfL in the terms set out in Schedule 3 and paragraphs 1 and 2 of Schedule 5

5.3 The Airport Companies covenant with the Greater London Authority in the terms set out in part 2 of Schedule 9

6. THE PLANNING OBLIGATIONS - GLA LAND and TfL

GLA Land Covenants

6.1 Insofar as this Agreement affects the GLA Land Interests GLA Land:

- (a) consents to its interests being bound by this Agreement but save for Schedule 4 shall not be liable for the performance of any planning obligations and for the avoidance of doubt it is acknowledged that the binding of the GLA Land Interests shall not be construed as GLA Land granting express (or implied) consent that any part or parts of the GLA Land Interests shall be bound by the requirement in Schedule 3 to make the Eastern Access available for use by the

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public or that any part or parts of the GLA Land Interests shall otherwise be made (or are obliged to be made) available for the purposes of enabling the Airport Companies to comply with their obligations under Schedule 3

- (b) covenants with the Council and the Airport Companies so as to bind its freehold interest in the Extension Land in the manner provided for in Schedule 4 and
- (c) shall not be required to give its approval or consent to any modification or variation of this Agreement save in respect of any modification or variation of Schedule 4

TfL Covenants

- 6.2 TfL covenants with the Council and the Airport Companies in the manner provided for in paragraph 2 of Schedule 5 and Schedule 18 and for the avoidance of doubt TfL's approval or consent for any modification or variation of this Agreement shall only be required in respect of any modification or variation of Schedule 3, paragraphs 1 and 2 of Schedule 5 and Schedule 18

7. COUNCIL'S COVENANTS

The Council covenants with GLA Land and the Airport Companies to observe and perform the obligations on its part contained in this Agreement and in particular Schedule 15 to this Agreement

8. MORTGAGEE'S CONSENT

- 8.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Airport Companies with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee or any other future mortgagee (or any receiver or agent appointed on its behalf) shall only be obliged to perform them if it becomes a mortgagee in possession of the Land

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8.2 For the avoidance of doubt neither the Mortgagee nor any other future mortgagee (nor any receiver or agent appointed on its behalf) will be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee (or another future mortgagee as the case may be) (or any receiver or agent appointed on its behalf) is in possession of all or the relevant part of the Land to which the obligation applies.

9. LEGAL EFFECT

9.1 No person shall be liable for any breach of the obligations contained in this Agreement after it has parted with its interest in the Land other than in respect of any breach by it at the time when it held such an interest

9.2 For the avoidance of doubt:

- (a) where an obligation is entered into by the Airport Companies that obligation shall be sufficiently discharged if it is discharged by any one of the Airport Companies;
- (b) where any provision of this Agreement requires the service on, the provision of information to, consultation with or the approval or agreement of the Airport Companies, it shall be sufficient if such service, provision of information, consultation, approval or agreement is effected through the Operator;
- (c) in the event of any inconsistency between any approval given or deemed to be given, or any requirement or agreement made, or decision taken, pursuant to this Agreement by the Airport Companies or any of them, the approval, requirement, agreement or decision (as the case may be) of the Operator shall prevail.

9.3 The Airport Companies and all those deriving title from them shall not be liable to comply with any obligation or restriction in this Agreement that is expressed as a continuing obligation if the Airport ceases to operate as an airport save for Schedule 4

9.4 Other than any operator of the Airport and other than DLR in respect of the Green Land (and then only in relation to Schedule 3), no statutory undertaker which has an

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interest in the Land for the sole purpose of its statutory functions shall be liable to the Council under the provisions of this Agreement

9.5 No person other than the parties to this Agreement shall have the benefit of or be capable of enforcing any term of this Agreement as a result of the Contracts (Rights of Third Parties) Act 1999 save that:

(a) With effect from the date of this Agreement any London Borough within whose administrative boundary the Actual 57dB Contour falls shall have the benefit of and the right to enforce the provisions included in paragraphs 1 to 8 of part 1 of Schedule 9 in relation to its local authority area subject always to the following conditions:

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(i) the benefit of and the right to enforce the provisions referred to are conditional in each case upon the relevant London Borough complying at all times with the obligations expressed in those provisions to exist on the part of the Council so far as the same affect its local authority area; and

(ii) the relevant London Borough shall have the benefit of and the right to enforce the provisions referred to during the period from the date of this Agreement up to but not including the date of completion of the Neighbouring Authority Agreement for the relevant Borough but not further or otherwise and for the avoidance of doubt after that time their respective rights to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 shall cease

(aa) With effect from Implementation of the S73 Permission any London Borough within whose administrative boundary the Actual 57dB Contour falls shall have the benefit of and the right to enforce the provisions included in paragraphs 1 to 8 of part 1 of Schedule 9 (with such variations to the same as are a consequence of the S73 Permission) in relation to its local authority area subject always to the following conditions:

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(i) the benefit of and the right to enforce the provisions referred to are conditional in each case upon the relevant London Borough complying at all times with the obligations expressed in those provisions to exist on the part of the Council so far as the same affect its local authority area; and

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(ii) the relevant London Borough shall have the benefit of and the right to enforce the provisions referred to during the period from the date of implementation of the S73 Permission up to but not including the date of completion of the New Neighbouring Authority Agreement for the relevant Borough but not further or otherwise and for the avoidance of doubt after that time their respective rights to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 shall cease

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PROVIDED THAT for the avoidance of doubt during the currency of their respective rights to enforce under the Contracts (Rights of Third Parties) Act 1999 the approval or consent of the relevant London Borough for any modification or variation of this Agreement shall only be required where such modification or variation relates to paragraphs 1 to 8 of Part 1 of Schedule 9

~~(a)~~(b) the Greater London Authority shall have the benefit of and the right to enforce the provisions included in clauses 11.3 and 15 and Part 2 of Schedule 9 **PROVIDED THAT** for the avoidance of doubt the approval or consent of the Greater London Authority to any modification or variation of this Agreement shall only be required where such modification or variation relates to clauses 11.3 and 15 and Part 2 of Schedule 9

- 9.6 All parties to this Agreement acknowledge that they are under an obligation to act reasonably with each other and with those who can enforce the terms of this Agreement pursuant to clause 9.5 and (without prejudice to the generality of that obligation) if any certificate consent permission expression of satisfaction or other approval is due from one entity to another or any person on their behalf under the terms of this Agreement it shall not be unreasonably withheld or delayed
- 9.7 Nothing in this Agreement shall fetter prejudice or affect the Council's powers to enforce any specific obligation or term or condition nor shall anything contained in this Agreement fetter prejudice or affect any provisions rights powers duties and obligations of the Council in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority
- 9.8 Nothing in this Agreement shall fetter the statutory rights, powers and duties of the TfL as strategic transport authority, the highway authority for certain highways in

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the vicinity of the Development and as the body responsible for the planning and operation of public transport serving the Land

- 9.9 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 9.10 If any provision in this Agreement shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 9.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
- 9.12 If any obligation on the part of the Airport Companies and/or GLA Land contained in this Agreement is determined pursuant to the Appeal Decision not to constitute a reason for granting the Planning Permission because either:
- (a) it fails to satisfy the requirements of Regulation 122 of the CIL Regulations or
 - (b) it falls within the scope of Regulation 123 of the CIL Regulations
- then that obligation (but no other part of this Agreement) shall have no further force or effect and shall not be enforceable against any of the parties to this Agreement or their respective successors in title.
- 9.13 In the event of any statutory challenge being made in respect of any decision to grant the Planning Permission on the Appeal, the following provisions shall have effect:
- (a) the Airport Companies shall pending final determination of the challenge continue to be liable to make payments required under this Agreement and to observe the restrictions on the use of the Land which have taken effect under this Agreement;
 - (b) in the event that Commencement of Development does not take place until after the challenge has been finally determined or where Commencement of Development occurred prior to the challenge being made and the construction and/or operation of the Development (as applicable) ceases on the challenge

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being made and does not restart until the challenge has been finally determined and where any investigation study report scheme or strategy is required to be undertaken submitted approved implemented or operated under the provisions of this Agreement:

- (i) any time period within which it is required to be undertaken submitted approved implemented or operated (as the case may be) shall be suspended from the date of the statutory challenge and the unexpired part of such period shall not resume until the date on which the challenge has been finally determined on terms which leave a valid Planning Permission in place Provided That if the unexpired period is less than six months that period shall when it resumes be extended to six months; and
 - (ii) any due date by which it is required to have been undertaken submitted approved implemented or operated (as the case may be) shall be postponed until six months after the date on which the challenge has been finally determined on terms which leave a valid Planning Permission in place; and
- (c) if the Annual Performance Report is required to be published during the currency of the statutory challenge or within six months of the challenge being finally determined the content of the Annual Performance Report shall be agreed between the Airport Companies and the Council having regard to the provisions of this clause 9.13;
- (d) if the challenge is finally determined on terms which result in the Planning Permission being quashed then this Agreement shall cease to have effect and any sums paid by the Airport Companies to the Council or TfL pursuant to the provisions of this Agreement shall be returned by the Council or TfL to the Airport Companies with any interest which has accrued on such sums since the date of their receipt by the Council save where such sums have been irreversibly committed or expended

- PROVIDED THAT in this clause 9.13 the phrase “finally determined” shall be taken to mean that judgment in the statutory challenge has been handed down and all rights of appeal to any higher Court have been exhausted or the relevant time limits for the exercise of those rights have expired without an appeal having been made;

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9.14 If the Planning Permission is revoked or (without the consent of the Airport Companies) modified by any statutory procedure or expires before Commencement of the Development the obligations in this Agreement shall cease to have effect

9.15 In the event that the Airport Companies (or any of them) acquire a further interest in the Land they shall not undertake or Occupy further any part of the Development on the part of the Land to which that interest relates unless and until:

- (a) They have served written notice on the Council of the acquisition of the relevant interest and
- (b) They (or the relevant Airport Company) have (or has) executed and delivered unconditionally to the Council a Confirmatory Deed in respect of that interest.

10. TERMINATION OF 2009 AGREEMENT

10.1 Subject to clause 10.2 and 10.3, the Parties HEREBY FURTHER AGREE AND COVENANT that in consideration of the covenants on the part of the Airport Companies and the covenants on the part of the Council in this Agreement that following the Commencement of Development:

- (a) the Airport Companies shall not operate the Airport under the 2009 Permission;
- (b) the covenants in the 2009 Agreement shall be discharged and shall have no further effect;
- (c) subject to sub-clause 10.1(f) of this Agreement the 2009 Agreement shall terminate immediately;
- (d) in the event that the Council formally revokes the 2009 Permission pursuant to Section 97 of the Act (or any other power) the Airport Companies shall not claim or be entitled to claim compensation or entitled to any compensation under the common law and/or the provisions of the Act or otherwise;
- (e) subject to sub-clause 10.1(f) the Council shall not enforce the provisions of the 2009 Agreement against the Airport Companies;
- (f) the Airport Companies shall remain liable for any breach of the 2009 Agreement if that breach has occurred prior to the Commencement of Development and that breach has not been superseded or remedied by this

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Agreement; and

- (g) notwithstanding the effect of this clause, save where otherwise provided for in this Agreement, if at the time of the Commencement of Development any premises have become eligible for the Past Noise Insulation Works or the equivalent of the Reinspection Scheme under the 2009 Agreement but the Airport Companies have not discharged their obligations in that regard then it is agreed that the Airport Companies shall undertake the Past Noise Insulation Works in accordance with the provisions of the First Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 57 dB Contour) or the Second Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 66 dB Contour) or the Reinspection Scheme (as the case may be)

10.2 In the event of a claim for statutory challenge of the Planning Permission, the effect of sub-clauses 10.1(a) to (e) shall have no effect until such claim is finally determined leaving in place a valid Planning Permission.

10.3 Notwithstanding the effect of clause 10.1, the following provisions in the 2009 Agreement shall, to the extent referred to below, continue in full force and effect:

- (a) Part 13 of the Fourth Schedule to the 2009 Agreement (the Aircraft Categorisation Review) until such time as the Aircraft Noise Categorisation Scheme has been approved and brought into effect; and
- (b) clause 8.2, Parts 1 to 6 of the Fourth Schedule and Part 1 of Seventh Schedule of the 2009 Agreement to the extent that the same benefit the London Borough of Tower Hamlets and relate to properties in its administrative boundary until such time as the London Borough of Tower Hamlets has consented to the termination of the 2009 Agreement in accordance with clause 10.1 of this Agreement.

11. NOTICES

11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

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11.2 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Agreement and any notice to:

- (a) The Council shall unless stated otherwise shall be addressed to the Director of Planning, London Borough of Newham, Newham Dockside, 1000 Dockside Road, London E16 2QU and shall cite the s106 reference number S.106/13/01228/FUL;
- (b) The Operator or any of the Airport Companies shall be addressed to City Aviation House, London City Airport, Royal Docks, London E16 2PB
- (c) The Mortgagee shall be addressed to:

250 Bishopsgate, London EC2M 4AA
- and marked for the attention of Alasdair Garnham (Email: Alasdair.Garnham@rbs.com) Tel: +44 (0) 207 678 8727
- (d) GLA Land shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL
- (e) DLR shall be addressed to P.O. Box 154 Castor Lane, Poplar, London E14 0DX
- (f) TfL shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL and marked for the attention of the Head of Property and Planning Law
- (g) Greater London Authority shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL and marked for the attention of the Head of Property and Planning Law.

11.3 The Operator shall serve notice on the Council and TfL of the following events:

- (a) Implementation Date by way of the Notification of Implementation Form;
- (b) completion of the Development;
- (c) first Occupation of the Development; and

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(d) Occupation of the entirety of the Development

- 11.4 The Operator shall complete and serve a Notification of Payment Form on the Council or TfL (as the case may be) at least ten (10) days before it intends to pay any Contribution or make any other payment pursuant to this Deed

12. LOCAL LAND CHARGE

This Agreement is a Local Land Charge and shall be registered in the Register of Local Land Charges

13. INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment but for the avoidance of doubt any sum payable by the Council shall be paid only with any interest that has accrued on such sum in the Council's deposit account since the date of its receipt up to the date of payment or repayment.

14. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

15. DISPUTE RESOLUTION

- 15.1 In the event of any dispute or difference arising between any of the parties to this Agreement and/or anyone who can enforce some or all of the obligations in this Agreement in respect of any matter contained in this Agreement (including the refusal of any approval required pursuant to this Agreement) other than the calculation of contribution amounts or the timing of payment of contributions such dispute or difference may be referred by agreement between the relevant parties to an independent and suitable person holding appropriate professional qualifications

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to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the Chartered Institute of Arbitrators and such person shall act as an expert whose decision shall be final and binding on those parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 15.2 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute

16. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales

IN WITNESS the parties hereto have executed this Agreement as a Deed the day and year first before written

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Schedule 1

Details of the Airport Companies land interests

Proprietor	Interest	Title Numbers	Shown on Plan 11	Further Details
AMI Property Holdings Limited	Freehold	EGL343511, EGL371083, EGL519692, EGL518399 and EGL552140	Yellow and Orange	-
AMI Property Holdings Limited	Leasehold	EX12292, EGL465048 and TGL338199	Blue Hatched and Blue	-
Docklands Aviation Group Limited	Leasehold	EGL288796, EGL371087, EGL240722 and EGL396965	Yellow, Orange, Blue Hatched and Purple	
London City Airport Limited	Leasehold	EGL518714, EGL527797, EGL527798, EGL527799, EGL481346; TGL342218 and EGL570410	Yellow, Orange, Blue, Blue Hatched and Purple	Occupational leases between Marketspur Limited and London City Airport Limited dated 23 December 1998 and 28 October 1999 Reversionary lease between Marketspur Limited and London City Airport Limited dated 28 October 1999 Lease of Runway 28 Hold and Apron Extension
London City Airport Jet Centre Limited	Leasehold	EGL517854	Orange	Underlease
West Silvertown Properties Limited	Leasehold	EGL291578	Pink	11 Acre Site
North Woolwich Properties Limited	Leasehold	EGL373364	Brown	10 Acre Site

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Schedule 2

Details of GLA Land interests

Proprietor	Interest	Title Number	Shown on Plan 11	Further Details
GLA Land	Freehold	EGL258669	Hatched red, coloured pink, coloured brown, coloured blue (excluding the blue hatched land)	

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Schedule 3
Public Access along Hartmann Road

- 1 The Airport Companies covenant jointly and severally with the Council and TfL as follows:
- 1.1 The Airport Companies shall not Commence the part of the Development comprising the Eastern Terminal Extension unless and until they have submitted the Bus and Taxi Access Scheme to TfL for approval and TfL has provided such approval Provided That the scope of such approval is limited to operational and design details not already approved as part of the Planning Permission
- 1.2 ~~The Replacement Forecourt and the Eastern Access and the Taxi Feeder Park~~ shall be provided at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved pursuant to paragraph 1.1 of this Schedule ~~prior to Occupation of the Eastern Terminal Extension.~~
- 1.3 The Airport Companies shall:
- (a) not Occupy or cause or permit Occupation of the Eastern Terminal Extension unless and until the Airport Companies have introduced temporary arrangements for use of the junction and access road comprised in the Eastern Access and for accommodating waiting London Taxis prior to entering the Taxi pick-up facility at the Airport the Replacement Forecourt and the Eastern Access and the Taxi Feeder Park have been constructed and completed in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule ~~and are open for use~~
- (b) prior to Occupation of the Eastern Terminal Extension provide to the Council and TfL a programme for the transition from the temporary arrangements provided in accordance with paragraph 1.3 (a) of this Schedule to the opening of the Eastern Access and the Taxi Feeder Park required under paragraph 1.2 of this Schedule and
- (c) within six months of Occupation of the Eastern Terminal Extension provide an update to the Council and TfL on progress against the

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programme provided under paragraph 1.3(b) of this Schedule and use reasonable endeavours to complete and open the Eastern Access and Taxi Feeder Park in accordance with such programme, unless a revised programme is subsequently provided to (and consulted on with) TfL and the Council in which case the Airport Companies shall use reasonable endeavours to complete and open the Eastern Access and Taxi Feeder Park in accordance with such revised programme.

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~~(b)~~(a) Until such time as the Replacement Forecourt has been constructed and completed at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule and is open for use, the Airport Companies shall provide temporary bus stops bus stand and taxi rank facilities (subject to having first consulted with TfL in relation to such temporary arrangements) to ensure continuity of provision; and

~~(c)~~(b) Subject always to paragraph 1.4 (a):

- (i) within two months of Occupation of the Eastern Terminal Extension, the Airport Companies shall provide to TfL a programme for the transition from the temporary arrangements provided in accordance with paragraph 1.4 (a) of this Schedule to the opening of the Replacement Forecourt; and
- (ii) the Airport Companies shall use reasonable endeavours to complete and open the Replacement Forecourt in accordance with such programme, unless a revised programme is subsequently provided to (and consulted on with) TfL in which case the Airport Companies shall use reasonable endeavours to complete and open the Replacement Forecourt in accordance with such revised programme.

1.5 Until such time as the passenger and staff parking and car hire parking (forming part of the Dockside Works) have been constructed and completed and are open for use, the Airport Companies shall ensure that alternative provisions are put in place.

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1.6 Once the Replacement Forecourt has been constructed and completed in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule:

(a) subject to paragraph 1.8 of this Schedule London Taxis and London Buses shall be permitted to use (at no cost to TfL) the Replacement Forecourt; and

(b) the Replacement Forecourt shall be managed and maintained at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule.

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4.31.7 With effect from the opening of the Eastern Access:

(a) subject to paragraphs 1.5–8 and 1.9 of this Schedule members of the public shall be permitted to pass and re-pass on foot and by vehicle along the Eastern Access and London Taxis and London Buses shall be permitted ~~to use (at no cost to TfL) the Replacement Forecourt and~~ to pass and re-pass along the Eastern Access; and

(b) ~~the Replacement Forecourt and~~ the Eastern Access shall be managed and maintained at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule.

1.8 During the period when temporary arrangements are in place for use of the junction and access road comprised in the Eastern Access pursuant to paragraph 1.3(a) of this Schedule only London Taxis and London Buses and not members of the public shall be permitted to pass and re-pass through such junction and along the access road.

4.41.9 Nothing in paragraph 1.47 of this Schedule shall affect the application of the Airport Byelaws and nothing in paragraph 1.47 shall prevent temporary closure of Hartmann Road to all or any traffic and/or pedestrians where this is necessary for reasons relating to:

(a) Security or emergency;

(b) Repair, maintenance, construction work, laying maintenance or replacement of services, health and safety or preventing public rights of way from being established

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- subject to the Airport Companies giving TfL not less than three months prior notice of such closure and in the event of any closure the Airport Companies shall work with TfL to assist TfL in providing alternative routes, bus stops and taxi stands where such infrastructure is impacted by the closure of Hartmann Road to minimise as far as is reasonable practicable the disruption to the operation of London Buses and London Taxis

- 2 Nothing in this Schedule 3 shall be taken as any indication of the Airport Companies intention to dedicate as public highway any land within their ownership (or any other party's ownership) that forms part of the Eastern Access

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Schedule 4
Dock Restoration

GLA Land and the Airport Companies joint and severally covenant with the Council as follows:

- 1 If at any time the Airport ceases permanently to be used as an airport or civil aerodrome (“the Cessation Date”) then:
 - 1.1 To give the Council not less than one month’s prior notice of the Cessation Date; and
 - 1.2 Following the Cessation Date (subject to obtaining all necessary statutory consents) to carry out and complete the Restoration Works in accordance with the Restoration Scheme which is approved pursuant to this Schedule Provided That this obligation may be suspended or discharged in the circumstances described in paragraphs 3 and 4 (respectively).
- 2 Either (where the Cessation Date occurs voluntarily) prior to the Cessation Date or (where the Cessation Date occurs at the direction of the Civil Aviation Authority or other public authority) as soon as is reasonably practicable following the Cessation Date to:
 - 2.1 submit the draft Restoration Scheme to the Council for its approval in writing; and
 - 2.2 obtain that approval; and
 - 2.3 as often as reasonably necessary make such modifications to the draft Restoration Scheme as are necessary to secure the approval of the Council to the Restoration Scheme pursuant to paragraph 2.2.
- 3 Where the Cessation Date occurs voluntarily the obligations in paragraphs 1 and 2 above shall be suspended for a period of four (4) years from the Cessation Date and at the end of that four year period:
 - 3.1 If there is an Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 of this Schedule shall be deemed to be discharged or
 - 3.2 If there is no Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 shall resume.

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- 4 Where the Cessation Date occurs at the direction of the Civil Aviation Authority or other public authority the obligations in paragraphs 1 and 2 above shall be suspended for a period of ten (10) years from the Cessation Date and at the end of that ten year period:
 - 4.1 If there is an Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 of this Schedule shall be deemed to be discharged or
 - 4.2 If there is no Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 shall resume.
- 5 Not to use the Airport for an Alternative Use until the obligations in paragraphs 1 and 2 have been either complied with or discharged under paragraph 3 or 4.

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Schedule 5

Financial Contributions

1 DLR Contributions

The Airport Companies joint and severally covenant with the Council and TfL as follows:

1.1 To pay the DLR Contributions to TfL subject to the following conditions and in the following manner:

- (a) to the extent that it has not by then been paid by the Airport Companies pursuant to the 2009 Agreement they shall pay the DLR Contribution Balance (CPI-Indexed) to TfL within 30 days of the Commencement of Development

PROVIDED THAT in the event of payment of the DLR Contribution Balance pursuant to this sub-paragraph the parties to this Agreement agree and declare that the Airport Companies shall not have any further or residual liability for payment of the DLR Service Enhancement Contribution (as defined in the 2009 Agreement) under paragraph 6 of the Sixth Schedule to the 2009 Agreement

- (b) To pay the CADP DLR Contribution (Index-Linked) within 30 days of the Commencement of Development.

2 DLR Station Management Contribution

2.1 The Airport Companies jointly and severally covenant with the Council and TfL to pay the DLR Station Management Contribution to TfL subject to the following conditions and in the following manner:

- (a) Prior to Occupation of any part of the Development the Airport Companies shall pay to TfL £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution;

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- (b) ~~On or before the first anniversary of the Occupation of that part of the Development that was first Occupied Within 7 days of any Annual Performance Report published after 31 December 2021 confirming that passenger numbers for the preceding year have exceeded 4.5 million~~ the Airport Companies shall pay to TfL a further £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution;
- (c) On or before the ~~second~~ anniversary of the ~~payment of the instalment due pursuant to paragraph 2.1(b) of this Schedule, Occupation of that part of the Development that was first Occupied~~ the Airport Companies shall pay to TfL the final £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution

2.2 Provided that the DLR Station Management Contribution is received by TfL in accordance with paragraph 2.1 TfL covenants with the Airport Companies to use reasonable endeavours to introduce the DLR Staff at the DLR Station within six months of receipt of the payment required by paragraph 2.1(a) of this Schedule and to retain the DLR Staff at the DLR Station for a minimum period of three years from the date of their introduction

2.3 On at least two occasions each year during the retention of DLR Staff at the DLR Station the first of which shall occur as soon as practicable following publication of the Summer flight schedule for the Airport and the second of which shall occur as soon as practicable following publication of the Winter flight schedule for the Airport, the Airport Companies and TfL shall agree training requirements and information dissemination protocols for the DLR Staff to fulfil a role as information sources for passengers arriving at or departing from the Airport and TfL shall require the DLR Staff to comply with the agreed requirements and protocols Provided That the reasonable and proper cost of providing the training agreed and undertaken by DLR Staff pursuant to this paragraph 2.3 during the period of three years from the date of their introduction at the DLR Station shall be paid by the Airport Companies

2.4 The Airport Companies and TfL shall meet monthly to discuss any operational issues associated with the DLR Station

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3 Employment and Education Contributions

The Airport Companies jointly and severally covenant with the Council as follows:

3.1 to pay the Employment Contribution to the Council subject to the following conditions and in the following manner:

- (a) At least six months prior to Commencement of the Development the Airport Companies shall serve on the Council written notice of the estimated date of the Commencement of Development and with such notice shall pay to the Council £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked of the Employment Contribution;
- (b) On or before Commencement of the Development the Airport Companies shall pay to the Council a further £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked of the Employment Contribution;
- (c) On each of the first, second, ~~third, fourth,~~ fifth, sixth, ~~and seventh, and eighth and ninth~~ anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £627,264 (six hundred and twenty seven thousand two hundred and sixty four pounds) Index Linked of the Employment Contribution.

3.2 not to:

- (a) Commence the Development unless and until they have given at least six months prior written notice of the Commencement of Development and paid £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked to the Council at least six months before the date on which the Development is Commenced in accordance with paragraph 3.1(a) of this Schedule;
- (b) Commence the Development unless and until they have complied with sub-paragraphs 3.1(a) and (b) of this Schedule;

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3.3 to pay the Education Contribution to the Council subject to the following conditions and in the following manner:

- (a) On or before Commencement of the Development the Airport Companies shall pay to the Council £110,000 (one hundred and ten thousand pounds) Index Linked of the Education Contribution;
- (b) On each of the first, second, ~~third, fourth, fifth, and sixth, and seventh and eighth~~ anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £110,000 (one hundred and ten thousand pounds) Index Linked of the Education Contribution.

3.4 The Airport Companies shall not Commence the Development unless and until they have complied with paragraph 3.3(a) of this Schedule.

3.5 to pay the Additional Employment Contribution to the Council in three equal instalments subject to the following conditions and in the following manner:

(a) within 7 days of any Annual Performance Report published after the date of Implementation of the S73 Permission confirming that passenger numbers for the preceding year have exceeded 6.5 million, the Airport Companies shall pay to the Council six hundred and thirty two thousand and six hundred pounds (£632,600) With Indexation of the Additional Employment Contribution;

(b) on the first and second anniversary of the payment of the instalment due under paragraph 3.5(a) of this Schedule, the Airport Companies shall pay to the Council six hundred and thirty two thousand and six hundred pounds (£632,600) With Indexation of the Additional Employment Contribution

4 Parking Improvement Contribution

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4.1 The Airport Companies jointly and severally covenant with the Council that if at any time during the period of 12 years from Commencement of Development the Council shall have served notice on the Airport Companies of an intention to investigate, design and/or implement a scheme of parking controls or other traffic management measures in the vicinity of the Land then they shall pay the Parking Improvement Contribution to the Council in the following manner:

- (a) at any time during such 12 year period the Council may demand in writing payment of any part of the Parking Improvement Contribution but subject to sub-paragraph 4.2 of this Schedule; and
- (b) subject to sub-paragraph 4.2 of this Schedule the Airport Companies shall pay such part of the Parking Improvement Contribution as may be specified in the Council's written demand within 30 days of receipt

4.2 the Airport Companies shall not be liable to pay any sum pursuant to sub-paragraph 4.1 if payment of such sum would cause the Airport Companies either to pay more than £180,000 Index-Linked of the Parking Improvement Contribution in any 12 month period or would cause the Airport Companies' aggregate liability under sub-paragraph 4.1 to exceed the amount of the Parking Improvement Contribution.

4.3 If any part of the Parking Improvement Contribution paid to the Council pursuant to paragraph 4.1 of this Schedule remains unspent after 15 years from the Commencement of Development the Council shall repay that part to the Airport Companies with Interest from the date of its receipt by the Council to the date of repayment to the Airport Companies

5 Road Signage Contribution

The Airport Companies jointly and severally covenant with the Council as follows:

5.1 to pay the Road Signage Contribution to the Council prior to Practical Completion of the ~~Deckside Works~~Eastern Access.

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- 5.2 not to use and/or Occupy or cause or permit the use and/or Occupation of the Eastern Terminal Extension or any part thereof unless and until the Road Signage Contribution has been paid to the Council.

6 Walking and Cycling Contribution

The Airport Companies jointly and severally covenant with the Council as follows:

- 6.1 to pay the Walking and Cycling Contribution to the Council on or before the use and/ or Occupation of any part of the Development
- 6.2 not to Use and/or Occupy or cause or permit the Use and/or Occupation of any part of the Development unless and until the Walking and Cycling Contribution has been paid to the Council.

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7 ANCS Contribution

The Airport Companies jointly and severally covenant with the Council as follows:

- 7.1 to pay the ANCS Contribution to the Council within 30 days of written demand from the Council;
- 7.2 not to Commence the Development or cause or permit Commencement of Development unless or until the ANCS Contribution (if demanded) has been paid to the Council.

8 Community Recreation Contribution

The Airport Companies jointly and severally covenant with the Council as follows:

- 8.1 to pay the Community Recreation Contribution to the Council in the following manner:
 - (a) on or before the date on which the New Stands are first Occupied or used by aircraft the Airport Companies shall pay to the Council £250,000 (two hundred and fifty thousand pounds) Index Linked of the Community Recreation Contribution
 - (b) on or before the ~~first~~ third anniversary of the date referred to in paragraph 8.1(a) of this Schedule the Airport Companies shall pay to the Council £250,000 (two hundred and fifty thousand pounds) Index Linked of the Community Recreation Contribution
- 8.2 not to Occupy or use the New Stands unless and until the Airport Companies have paid the sum required by paragraph 8.1(a) of this Schedule.

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Schedule 6

District Heating and Eastern Energy Centre

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The Airport Companies covenant jointly and severally with the Council as follows:

~~4~~ Western Energy Centre

1.1 Not to commence construction of the Eastern Energy Centre unless and until details of measures to safeguard a future connection to a DHN ("DHN Safeguarding"), via the Eastern Energy Centre, have been submitted to and approved in writing by the Council

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4.1.1.2 Subject to paragraph 1.4 of this Schedule not to Occupy the Western Terminal Extension unless and until the Eastern Energy Centre (incorporating the DHN Safeguarding approved pursuant to paragraph 1.1) has been provided and commissioned and the Eastern Energy Centre is supplying heat to buildings at the Airport and to maintain the approved DHN Safeguarding for a period of up to ten years from the date on which the Eastern Energy Centre first supplies heat to buildings at the Airport or until a DHN Operator connects the Airport to a DHN, whichever is earlier ~~Subject to paragraph 1.3 of this Schedule the Airport Companies shall not Occupy the Western Terminal Extension unless and until they shall have provided and commissioned the Western Eastern Energy Centre and the Western Eastern Energy Centre is supplying heat to buildings at the Airport.~~

4.21.3 If the following conditions are met at least six months prior to Commencement of that part of the Development comprising Western Terminal Extension the Eastern Energy Centre then the Airport Companies shall prepare and submit to the Council for its written approval the Interim Heating Supply Options Study within six months of such prior to Commencement of the Eastern Energy Centre. The conditions are:

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- (a) proposals for a DHN in the Royal Docks area (within 500 metres of the Airport) have been agreed and adopted by the Council and/or the Greater London Authority;
- (b) a programme for delivery of the DHN has been agreed and adopted by the Council and/or or the Greater London Authority; and
- (c) the location of the heat source for the DHN, the likely route of the distribution network for the DHN and the technical standards to which the

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DHN is to be designed and constructed have been agreed and adopted by the Council and/or the Greater London Authority

4.31.4 If ~~the an~~ approved ~~Interim~~-Heating Supply Options Study concludes that connection of the Airport to a DHN is financially viable prior to ~~Occupation of the Western Terminal Extension Commencement of the Eastern Energy Centre~~ then paragraph ~~1.4-2~~ of this Schedule shall not apply and the Airport Companies shall not Occupy the Western Terminal Extension unless and until they shall have ~~used reasonable endeavours to procure~~ the connection of buildings at the Airport to the DHN PROVIDED THAT if connection to the DHN is delayed by events which were not reasonably foreseeable at the time of the approved ~~Interim~~-Heating Supply Options Study or due to causes outside the control of the Airport Companies the connection of the buildings at the Airport to the DHN shall be procured as soon as reasonably practicable after Occupation of the Western Terminal Extension.

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~~1.4 If the approved Interim Heating Supply Options Study concludes that connection of the Airport to a DHN is not financially viable prior to Occupation of the Western Terminal Extension but concludes that a future connection to a DHN ought to be safeguarded then the Airport Companies shall: future connections between the Airport and a DHN will be reconsidered at the time of the Final Heating Supply Options Study~~

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~~not commence construction of the Eastern Energy Centre unless and until details of such safeguarding consistent with the approved Heating Supply Options Study have been submitted to and approved by the Council; and~~

~~not Occupy the Western Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and~~

~~maintain such safeguarding in accordance with the approved details for a period of up to ten years from the date on which the Western Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier.~~

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~~2 Eastern Energy Centre~~

~~2.1 Subject to paragraph 2.3 of this Schedule the Airport Companies shall not Occupy the Eastern Terminal Extension unless and until they shall have provided and commissioned the Eastern Energy Centre and the Eastern Energy Centre is supplying heat to buildings at the Airport.~~

~~2.2 If the following conditions are met prior to Commencement of that part of the Development comprising the Eastern Terminal Extension then the Airport Companies shall prepare and submit to the Council for its written approval the Final~~

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~~Heating Supply Options Study within six months of such Commencement. The conditions are:~~

- ~~(a) proposals for a DHN in the Royal Docks area have been agreed and adopted by the Council and/or the Greater London Authority;~~
- ~~(b) a programme for delivery of the DHN has been agreed and adopted by the Council and/or the Greater London Authority;~~
- ~~(c) the location of the heat source for the DHN, the likely route of the distribution network for the DHN and the technical standards to which the DHN is to be designed and constructed have been agreed and adopted by the Council and/or the Greater London Authority; and~~
- ~~(d) the Interim Heating Supply Options Study has not already concluded that that connection of the Airport to a DHN is financially viable (prior to Occupation of the Western Terminal Extension)~~

~~2.3 If the Interim Heating Supply Options Study has already concluded that connection of the Airport to a DHN is financially viable (prior to Occupation of the Western Terminal Extension) or if the approved Final Heating Supply Options Study concludes that connection of the Airport to a DHN is financially viable prior to Occupation of the Eastern Terminal Extension then paragraph 2.1 of this Schedule shall not apply and the Airport Companies shall not Occupy the Eastern Terminal Extension unless and until they shall have procured the connection of buildings at the Airport to the DHN and (if previously provided and commissioned) within 12 months of such connection the Airport Companies shall decommission the combined cooling heat and power equipment including the associated boilers within the Western Energy Centre PROVIDED THAT if connection to the DHN is delayed by events which were not reasonably foreseeable at the time of the approved Final Heating Supply Options Study or due to causes outside the control of the Airport Companies the connection of the buildings at the Airport to the DHN shall be procured as soon as reasonably practicable after the Occupation of the Eastern Terminal Extension.~~

~~2.4 If the approved Final Heating Supply Options Study concludes that connection of the Airport to a DHN is not financially viable prior to Occupation of the Eastern Terminal~~

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~~Extension but concludes that a future connection to a DHN ought to be safeguarded then the Airport Companies shall:~~

- ~~(a) not commence construction of the Eastern Energy Centre unless and until details of such safeguarding consistent with the approved Final Heating Supply Options Study have been submitted to and approved by the Council; and~~
- ~~(b) not Occupy the Eastern Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and~~
- ~~(c) maintain such safeguarding in accordance with the approved details for a period of up to ten years from the date on which the Eastern Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier.~~

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Schedule 7

Historical Information Boards

The Airport Companies jointly and severally covenant with the Council as follows:

- 1 Prior to ~~Commencement of that part of the Development comprising~~Occupation of the Eastern Terminal Extension the Airport Companies shall submit to the Council for its written approval details of the form, design and locations of the Historical Information Boards.
- 2 To use reasonable endeavours to obtain the Council's written approval of the Historical Information Boards pursuant to paragraph 1 of this Schedule and subsequently to install the approved Historical Information Boards prior to ~~Occupation of the~~[Practical Completion of the Dockside Works] ~~Eastern Terminal Extension~~.
- 3 Not to Occupy or cause or permit the Occupation of ~~all of the Dockside Works the Eastern Terminal Extension~~ unless and until the approved Historical Information Boards have been installed.
- 4 ~~From the date of their installation and for the duration of the~~ During Occupation of the Eastern Terminal Extension the Airport Companies to maintain the Historical Information Boards in a good state of repair and condition and ensure public access to the Historical Information Boards at all times subject to the temporary closure or restriction of such access from time to time for reasons relating to security, emergency, repair and maintenance, construction work, health and safety or preventing public rights of way from being established.
- 5 Nothing in this Part shall require the Airport Companies to incur expenditure on the Heritage Information Boards in excess of £40,000 Index Linked.

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Schedule 8

Noise Contours

The Airport Companies jointly and severally covenant with the Council as follows:

1. To produce annually on or before 1 June each year the Noise Contours using a calculation procedure in accordance with:
 - a. the Federal Aviation Authority's Integrated Noise Model Version 7 or later version or other model, any of which complies with the methodology described in ECAC CEAC Doc 29 or Department for Transport equivalent method; and
 - b. the recommendations on the appropriate calculation procedure in the latest verification report approved pursuant to paragraph 3 of this Schedule.
2. To publish the Noise Contours each year as part of the Annual Performance Report.
3. On the occasion of the publication of the third Annual Performance Report following Commencement of Development and subsequently at three yearly intervals the Airport Companies shall submit a verification report to the Council for its written approval which shall identify the input data, the methodology and the output data used to calculate the Noise Contours and recommend the appropriate calculation procedure for producing the Noise Contours and for the avoidance of doubt the reports shall contain as a minimum the same information as has been provided in the equivalent reports under the 2009 Agreement and in the event the verification report is not approved by the Council the matter will be referred to an expert for determination pursuant to clause 15 of this Agreement.
4. If at any time the Council so requests the Airport Companies shall on reasonable prior notice produce copies of the data used or produced in the calculation of the Noise Contours.

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Schedule 9

Noise

Part 1: Covenants with the Council

Following the Commencement of Development and subsequently for so long as the Land is used as an airport the Airport Companies and joint and severally covenant for themselves and their successors in title with the Council as follows:

1. First Tier Scheme

- 1.1 they shall operate the First Tier Scheme; and
- 1.2 they shall not use cause or permit the use of the Airport or any part thereof unless the First Tier Scheme is in operation.

2. Intermediate Tier Scheme

- 2.1 they shall operate the Intermediate Tier Scheme; and
- 2.2 they shall not use cause or permit the use of the Airport or any part thereof unless the Intermediate Tier Scheme is in operation

3. Second Tier Scheme

- 3.1 they shall operate the Second Tier Scheme; and
- 3.2 they shall not use cause or permit the use of the Airport or any part thereof unless the Second Tier Scheme is in operation.

4. Publicity for the First Tier, Intermediate Tier and Second Tier Noise Insulation Schemes

- 4.1 They shall:
 - (a) advertise the availability of the the First Tier, Intermediate Tier and Second Tier Schemes at least twice a year in local newspapers which are in circulation within the area bounded by the Actual 57dB Contour;

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(b) publish the availability of the First Tier Intermediate Tier and Second Tier Schemes on the Airport Website and use reasonable endeavours to publish the same on the website for the LCACC; and

(c) promote the First Tier Intermediate Tier and Second Tier Schemes through the use of social media.

5. The Reinspection Scheme

5.1 The Airport Companies shall:

- (c) operate the Reinspection Scheme; and
- (d) not use cause or permit the use of the Airport or any part of the Airport unless the Reinspection Scheme is in operation.

5.2 The following properties shall be eligible for the Reinspection Scheme:

- (a) Any dwelling or
- (b) Any Public Building

- where in either case the relevant property has benefited from the glazing elements, mechanised ventilation and modifications to external doors in the dwelling or building which formed part of the Past Noise Insulation Works or works under the CADP Noise Insulation Schemes (as the case may be) and a period of ten years or more has expired since those works were carried out and completed.

5.3 With effect from Commencement of Development the Annual Performance Report shall include a list of properties which have become eligible for the Reinspection Scheme in the preceding 12 months.

6. NIPS 1

6.1 From the date of Commencement of Development the Airport Companies shall continue to operate NIPS 1

6.2 The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under NIPS 1.

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7. NIPS 2

- 7.1 From the date of Commencement of the Development the Airport Companies shall operate NIPS 2
- 7.2 The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under NIPS 2

8. Purchase Offer

- 8.1 With effect from the Commencement of Development the Airport Companies shall continue to operate the Purchase Scheme.
- 8.2 The Airport Companies shall identify in the Annual Performance Report on 1 June each year any Residential Dwelling with any part of its external elevation which is situated within the Actual 69 dB Contour for the purposes of the Purchase Scheme and within three months of that date they shall notify the owner/occupier of any dwelling so identified in the Annual Performance Report that they are entitled to benefit from the Purchase Scheme and invite applications from the owner/occupier under the Purchase Scheme.
- 8.3 Any applications received from an owner/occupier whose dwelling has been identified in the Annual Performance Report pursuant to paragraph 8.2 of this Schedule shall be dealt with in accordance with the timescales specified in the Purchase Scheme.

9. Neighbouring Authority Agreements

- 9.1 The Airport Companies shall use reasonable endeavours to enter into the Neighbouring Authority Agreements within six months of the Planning Permission or such other longer timescale as agreed with the Council and for the avoidance of doubt upon completion of a Neighbouring Authority Agreement the Council shall cease to have any responsibility for enforcing the provisions of paragraphs 1 to 8 in Part 1 of Schedule 9 to this Agreement insofar as:
 - (a) those provisions are contained in the relevant Neighbouring Authority Agreement and

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(b) those provisions apply to properties within the administrative area of the London Borough with whom the relevant Neighbouring Authority Agreement has been concluded.

9.2 The Airport Companies shall not complete any Neighbouring Authority Agreement without having obtained the prior written approval of the Council to the form and content of that Agreement Provided That the Council can only withhold its approval where the Airport Companies do not covenant with the relevant London Borough under the Neighbouring Authority Agreement in terms which have at least the same effect as paragraphs 1 to 8 of Part 1, Schedule 89.

9.3 The Airport Companies shall use reasonable endeavours to enter into New Neighbouring Authority Agreements within six months of Implementation of the S73 Permission or such other longer timescale as agreed with the Council and for the avoidance of doubt upon completion of a Neighbouring Authority Agreement the Council shall cease to have any responsibility for enforcing (in relation to the revised CADP Noise Insulation Schemes) the provisions of paragraphs 1 to 8 in Part 1 of Schedule 9, to this Agreement insofar as:

(a) those provisions are contained in the relevant New Neighbouring Authority Agreement and

(b) those provisions apply to properties within the administrative area of the London Borough with whom the relevant New Neighbouring Authority Agreement has been concluded.

9.29.4 The Airport Companies shall not complete any New Neighbouring Authority Agreement without having obtained the prior written approval of the Council to the form and content of that Agreement Provided That the Council can only withhold its approval where the Airport Companies do not covenant with the relevant London Borough under the New Neighbouring Authority Agreement in terms which have at least the same effect as paragraphs 1 to 8 of Part 1, Schedule 9 in relation to the revised CADP Noise Insulation Schemes.

10. Construction Sound Insulation Scheme

10.1 Prior to the Start Date for the Development the Airport Companies shall submit and obtain the written approval of the Council to the CEMP pursuant to the conditions attached to the Planning Permission and in so doing shall ensure that the CEMP

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includes a phasing plan setting out the sequence and periods during which the works required under the Construction Sound Insulation Scheme shall take place and the Airport Companies shall procure that the CEMP identifies the following:

- (a) dwellings predicted to experience night time (2300 to 0700 hours) construction noise levels of 55 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months;
- (b) dwellings predicted to experience night time (2300 to 0700 hours) construction noise levels of 50 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months -
- (c) dwellings predicted to experience daytime (0700 to 2300 hours) construction noise levels in excess of those set out in the table below either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any consecutive 6 months.

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Day	Time	Averaging period, T	Noise insulation trigger level LAeq,T (façade)
Monday to Friday	0800 to 1800	10 hours	75
	0700 to 0800	1 hour	65
	1800 to 2300	1 hour	65
Saturday	0700 to 0800	1 hour	65
	0800 to 1300	5 hours	75
	1300 to 2300	1 hour	65
Sunday	0800 to 2300	1 hour	55

- Provided That in this paragraph 10.1 a “working day” shall mean a day on which construction works forming part of the Development are undertaken.

- 10.2 The Airport Companies shall operate and comply fully with the requirements of the Construction Sound Insulation Scheme during the construction of the Development and shall not undertake or cause or permit construction of the Development unless the Construction Sound Insulation Scheme is in operation.

Part 2: Covenants with the Council and the Greater London Authority

The Airport Companies covenant jointly and severally with the Council and the Greater London Authority as follows:

- 1 To consult the Greater London Authority on the draft Aircraft Noise Categorisation Scheme and on the draft NOMMS and in each case on at least two occasions prior to its submission to the Council for approval Provided That on each such occasion the Airport Companies shall allow the Greater London Authority not less than 20 working days to provide any comments on the relevant draft;
- 2 Unless otherwise agreed with the Greater London Authority, to meet with the Greater London Authority on at least two occasions as part of the consultation required by this Part of Schedule 9;
- 3 To pay (in each case up to a maximum sum of £10,000 excluding VAT) the reasonable and proper costs incurred by an independent, professional aviation noise consultant (if appointed by the Greater London Authority) in reviewing and commenting on:
 - 3.1 the draft Aircraft Noise Categorisation Scheme and
 - 3.2 the draft NOMMS;

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- 4 To take account of the comments and views of the Greater London Authority provided during each consultation required by this Part of Schedule 9 in preparing the final draft Aircraft Noise Categorisation Scheme and the final draft NOMMS for their formal submission to the Council for approval; and
- 5 To provide to the Greater London Authority (in each case within 5 working days of its submission to the Council for approval):
 - 5.1 A copy of the final Aircraft Noise Categorisation Scheme; and
 - 5.2 A copy of the final NOMMS together with (in each case) a report setting out reasons why any of the Greater London Authority's comments provided as part of the consultation required by this Part of Schedule 9 have not been accepted in the final document.

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Schedule 10

The STQ Payment

The Airport Companies hereby joint and severally covenant with the Council and GLA Land as follows:

1. STQ Payment

To the extent that the same has not been paid under the 2009 Agreement before the Commencement of Development the Airport Companies shall pay the STQ Payment to GLA Land subject to the following conditions and in the following manner:

1.1. within 30 days of the following conditions being satisfied (whichever is the later):

- (a) commencement of the STQ Development by the carrying out of a material operation within the meaning of Section 56 of the Act pursuant to the STQ Permission and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by notification of such commencement

-the Airport Companies shall pay 50% of the STQ Payment Index-Linked (the residual 50% being referred to in this Schedule as the “**STQ Payment Balance**”);

1.2. within 30 days of the following conditions being satisfied:

- (a) Practical Completion of 25% of the floorspace within the STQ Development; and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

-the Airport Companies shall pay to GLA Land one-third of the STQ Payment Balance;

1.3. within 30 days of the following conditions being satisfied:

- (a) Practical Completion of 50% of the floorspace within the STQ Development or the STQ Alternative Scheme; and

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- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

the Airport Companies shall pay to GLA Land one-third of the STQ Payment Balance;

1.4. within 30 days of the following conditions being satisfied:

- (a) Practical Completion of 75% of the floorspace within the STQ Development; and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

the Airport Companies shall pay to GLA Land the remainder of the STQ Payment Balance (after deducting any sums paid pursuant to the preceding paragraphs 1.2 and 1.3)

- Provided Always That the parts of the STQ Payment referred to in paragraphs 1.1 to 1.4 shall only become due and owing if the written notice requesting the payment in paragraph 1.1 is received by the Airport Companies from GLA Land on or before 9 July 2021 and Provided Further That the parts of the STQ Payment referred to in paragraphs 1.2 to 1.4 shall only become due and owing if in each case the written notice requesting the relevant part is received by the Airport Companies from GLA Land on or before 9 July 2026

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Schedule 11

Local Education Employment and Training

The Airport Companies jointly and severally covenant with the Council as follows:

1 Targets and Reporting

1.1 subject to paragraph 1.7 to use reasonable endeavours to ensure that:

- (a) at least 70% of new recruits for jobs advertised at the Airport are residents of the Local Area
- (b) at least 40% of new recruits for jobs advertised at the Airport are residents of the London Borough of Newham;
- (c) at least 70% of new recruits for jobs at the Airport advertised by the Operator are residents of the Local Area;
- (d) at least 50% of new recruits for jobs at the Airport advertised by the Operator are residents in the London Borough of Newham;
- (e) after the Start Date at least 40% of new recruits for jobs which relate to the construction of the Development and which are advertised by contractors or sub-contractors engaged by the Airport Companies are residents in the London Borough of Newham;

1.2 to use reasonable endeavours to encourage employers at the Airport to fill their job vacancies with residents of the London Borough of Newham and the Local Area and in so doing:

- (a) operate a forum for all employers at the Airport to promote recruitment of suitably qualified residents in the London Borough of Newham and the Local Area and to hold meetings of that forum at least twice in each calendar year;
- (b) so far as practicable ensure that all employers at the Airport (including the Operator) adopt a policy of recruiting residents from the London Borough of Newham and the Local Area in support of the Airport Companies' obligations in paragraphs 1.1(a) and (b) of this part of this Schedule and that such

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employers advertise job vacancies through the Airport Website and/or the relevant Recruitment Centre;

- 1.3 to continue to provide a list of the existing employers at the Airport to the Council annually on 1 June each year in order to enable the Council to encourage such employers to fill their job vacancies with residents of the London Borough of Newham;
- 1.4 to continue to provide the Council annually with details in writing of the policy adopted by the Operator to fill its job vacancies and the Operator shall consult the Council about such policy on not fewer than one occasion each year in conjunction with the Annual Performance Report
- 1.5 to provide the Council and LCACC on or before 1 June each year as part of the Annual Performance Report with details of:
 - (a) the percentage of jobs advertised at the Airport in the preceding calendar year to which residents living (i) in the Local Area; and (ii) the London Borough of Newham were recruited;
 - (b) the percentage of jobs advertised by the Operator in the preceding calendar year to which residents living in (i) the Local Area; and (ii) the London Borough of Newham were recruited;
 - (c) the numbers of full-time equivalent jobs at the Airport and the number of full-time equivalent jobs made available directly by the Operator;
 - (d) the total numbers of full-time and part-time employees at the Airport and those employed directly by the Operator
- 1.6 to use reasonable endeavours to participate in and encourage staff of the Operator, other employers at the Airport and their staff to participate in community projects and initiatives within the Local Area.
- 1.7 For the purposes of paragraph 1.1 the Airport Companies shall be considered to have used and to be using reasonable endeavours if among other things they:
 - (a) establish the necessary qualifications skills or experience for each job that is advertised by the Operator and request that other employers at the Airport do the same for jobs advertised by them; and

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(b) in selecting applicants for each job that is advertised by the Operator give priority firstly to a resident of the London Borough of Newham who has the necessary qualifications skills or experience and secondly to a resident of the Local Area who has the necessary qualifications skills or experience and request that other employers at the Airport do the same for jobs advertised by them.

1.8 For the avoidance of doubt, nothing in this part of this Schedule (or this Agreement) shall require the Airport Companies to act or procure that the Operator, employers or businesses at the Airport (or any other party) act contrary to or in contravention of the law.

2 Embedded Posts

The Airport Companies jointly and severally covenant with the Council as follows:

2.1 at least six months prior to Commencement of Development the Airport Companies shall establish the Embedded Posts and inform the Council in writing of the identity of the people who have been selected to fulfil the Embedded Posts and the job description for each of the Embedded Posts.

2.2 the Airport Companies shall not Commence the Development unless and until the Embedded Posts have been established for a minimum period of six months and they have informed the Council in writing of the identity of the people who have been selected to fulfil the Embedded Posts and the job description for each of the Embedded Posts

2.3 the Airport Companies shall maintain a person in each of the Embedded Posts for a minimum period of eight years from the date on which the relevant Embedded Post is established and at all times the Airport Companies:

- (a) shall liaise and work with and procure that the persons in the Embedded Posts liaise and work with Newham Workplace in order to fulfil the roles of the Embedded Posts; and
- (b) shall inform the Council in writing of any changes to the identity of the people who have been selected to fulfil the Embedded Posts and any changes to the job description for each of the Embedded Posts

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- 2.4 on each anniversary of the establishment of the Embedded Posts up to and including the seventh such anniversary the Airport Companies shall review the job descriptions of the Embedded Posts with the Council
- 2.5 for a period of eight years from the date that the Embedded Posts are established the Airport Companies and the Council shall meet at least every six months in order to review community engagement, training, local recruitment and supply chain management and the Airport Companies shall unless otherwise agreed by the Council procure the attendance of persons in the Embedded Posts at each meeting.

3 Supply Chain Opportunities for Newham Businesses

The Airport Companies jointly and severally covenant with the Council as follows:

- 3.1 to use reasonable endeavours to work with the Council's Economic Regeneration Team to maximise supply chain opportunities for businesses in the London Borough of Newham and the Local Area and shall:
 - (a) provide the Economic Regeneration Team with advance notice of quantum and range of supply chain opportunities to enable officers to alert local businesses to the forthcoming opportunities.
 - (b) provide a named person to liaise with the Economic Regeneration Team (ideally a Procurement Officer).
 - (c) organise "meet the buyer" events in partnership with the Economic Regeneration team.
- 3.2 to use reasonable endeavours to monitor supply chain opportunities and use reasonable endeavours to provide the Council and LCACC on or before 1 June each year as part of the Annual Performance Report with details of:
 - (a) the number of contractors being used on site; and
 - (b) details of those based in Newham and the remainder of the Local Area;
 - (c) name and postcode of contractor/supplier; and
 - (d) the aggregate values of different categories of contracts

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- Provided That the Council shall first obtain the consent of any contractor whose details are provided by the Airport Companies before the name of the contractor is published or otherwise used by the Council for publicity or promotional purposes

4 Local Employment Partnership Board

- 4.1 Within six months of the Commencement of Development the Airport Companies and the Council shall establish the Local Employment Partnership Board.
- 4.2 The Local Employment Partnership Board shall be maintained by the Council and the Airport Companies until at least the eighth anniversary of the Commencement of Development and shall meet at least once every year during that period and at least four months prior to the start of the academic year Provided That the Airport Companies may require the Local Employment Partnership Board to hold one additional meeting each year and further may request more frequent meetings if they identify specific issues which merit further discussion with the Council.
- 4.3 On each occasion that the Local Employment Partnership Board meets it shall review and consider:
- (a) the initiatives that may be funded by the Education Contribution in the forthcoming academic year and the effectiveness of the initiatives that are being funded by the Education Contribution in the then current academic year;
 - (b) the initiatives that may be funded by the Employment Contribution in the forthcoming year and the effectiveness of initiatives that are being funded by the Employment Contribution;
 - (c) the initiatives for which the Embedded Posts are responsible.
- 4.4 For the avoidance of doubt notwithstanding the existence of the Local Employment Partnership Board the Council shall determine the initiatives that are funded by the Education Contribution and the Employment Contribution taking into account the views and discussion of the Local Employment Partnership Board but otherwise in its absolute discretion.
- 4.5 The Airport Companies may at any time notify the Council in writing that they and the Airport shall not be associated with any initiative funded by the Education Contribution or the Employment Contribution and upon receipt of such notice the

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Council shall immediately remove any reference to the Airport Companies and the Airport from the relevant initiative and shall not at any time subsequent to such notice associate the Airport Companies and the Airport or cause them to be associated with the relevant initiative.

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Schedule 12

Public Safety Zones and Wake Turbulence

1. VCS 1

- 1.1. Following the Commencement of Development the Airport Companies shall continue to operate VCS 1 until 30 November 2025 subject to any modifications agreed in writing with the Council (provided that such modifications shall ensure that VCS 1 has at least an equivalent or better mitigating effect on the implications of public safety zone status when compared to the form attached at Annexure 8)
- 1.2. The sites which shall continue to be eligible for VCS 1 are those site which were:
 - (a) undeveloped as at 9 July 2009 (and not part of a developed site at that date); and
 - (b) over which the Public Safety Zones extended for the first time as a result of the publication of the PSZs (2011) by the Civil Aviation Authority.
- 1.3. The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under VCS 1

2. VCS 2

- 2.1. Following the Commencement of Development the Airport Companies shall operate VCS 2 until the tenth anniversary of the Commencement of Development (or, if later, publication of the first official revision of the PSZs (2011) which takes into account the grant of the Planning Permission) subject to any modifications agreed in writing with the Council (provided that such modifications shall ensure that VCS 2 has at least an equivalent or better mitigating effect on the implications of public safety zone status when compared to the form attached at Annexure 9)
- 2.2. The sites which shall be eligible for VCS 2 are those sites:
 - (a) which are undeveloped as at the date of the grant of the Planning Permission (and not part of a developed site at that date); and

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- (b) over which the Public Safety Zone extends for the first time following publication of the first official revision of the PSZs (2011) by the Civil Aviation Authority as a result of the grant of the Planning Permission.

2.3. The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under VCS 2

3. Wake Turbulence

3.1. The Airport Companies shall continue to operate and maintain the claims handling procedures recommended in the Wake Turbulence Study subject to reviews undertaken pursuant to paragraph 3.3 of this Schedule.

3.2. In the event of any complaint being received by the Airport Companies in relation to damage to property caused by Wake Turbulence associated with aircraft landing and taking off at the Airport the Airport Companies shall:

- (a) within 15 days of receipt of the complaint notify the Council of the same including the details of such complaint;
- (b) as soon as reasonably practicable investigate the extent (if any) of damage to the relevant property which has been caused such Wake Turbulence; and
- (c) if it is established that damage has been caused to the relevant property by such Wake Turbulence then (i) use reasonable endeavours to remedy such damage within six weeks of the date of receipt of the complaint either through undertaking remedial works themselves or by paying the owner/occupier the sum representing the estimated cost to the Airport Companies of undertaking such remedial works themselves in full and final settlement of the claim relating to that damage and (ii) within 3 months of establishing such damage, undertake and submit for the written approval of the Council a review of the most recent Wake Turbulence Study and within six months of receipt of such written approval from the Council adopt and implement any further recommendations for claims handling contained in such review.

3.3. Within 12 months of the introduction of a new aircraft type at or in excess of 60,000kg Maximum Take Off Weight at the Airport as part of the Aircraft Movements

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at the Airport, the Airport Companies shall undertake and submit for the written approval of the Council a review of the most recent Wake Turbulence Study and within six months of receipt of such written approval from the Council the Airport Companies shall adopt and implement any further recommendations for claims handling contained in such review.

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Schedule 13

Stakeholder Engagement

1 London City Airport Consultative Committee

- 1.1 The Airport Companies shall for the period during which the Land is used as an airport continue to operate LCACC at their own cost as part of the facilities for consultation which the Operator is obliged to maintain pursuant to its duties as manager of a designated aerodrome under section 35 of the Civil Aviation Act 1982;
- 1.2 In drawing up any future constitution of the LCACC or any amendments to the same, the Airport Companies shall:
- (a) have regard to the Guidelines;
 - (b) include representatives of the categories of bodies or organisations referred to in section 35(2) of the Civil Aviation Act 1982;
 - (c) obtain the agreement of LCACC to the same before the adoption of the constitution or the amendments.
- 1.3 The Airport Companies shall use reasonable endeavours to ensure that:
- (a) There is a rolling annual programme of dates for meetings of the LCACC published on the Airport Website and the website of LCACC;
 - (b) Written notice of each meeting and the agenda for each meeting are circulated to LCACC members, including the Airport Monitoring Officer, at least two weeks in advance;
 - (c) Draft minutes of each meeting are circulated to LCACC members within two weeks of the meeting occurring;
 - (d) Except where there is a need to preserve confidentiality in relation to any matter under discussion by LCACC procure that the agenda and minutes of each of the

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LCACC meetings are published including on the Airport Website or the website of LCACC.

2 Transport Forum

- 2.1 The Airport Companies shall continue to work with the Council and the Transport Forum to maintain the Airport Surface Access Strategy to serve the Airport.
- 2.2 The Airport Companies shall continue to operate the Transport Forum in accordance with:
- (a) the ATF Terms of Reference; and
 - (b) the UK Government's Aviation Policy Framework current at the date of this Agreement or any subsequent UK Government policy or guidance which may apply to the Transport Forum from time to time;
- and shall convene at least two meetings of the Transport Forum in each calendar year.
- 2.3 The Airport Companies shall use reasonable endeavours to ensure that:
- (a) There is a rolling annual programme of dates for meetings of the Transport Forum published on the Airport Website;
 - (b) Written notice of each meeting and the agenda for each meeting are circulated to Transport Forum members, including the Airport Monitoring Officer, at least two weeks in advance;
 - (c) Draft minutes of each meeting are circulated to Transport Forum members within two weeks of the meeting occurring;
 - (d) Except where there is a need to preserve confidentiality in relation to any matter under discussion by the Transport Forum procure that the agenda and minutes of each of the Transport Forum meetings are published including on the Airport Website.

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Schedule 14

Monitoring and Reporting

1 Annual Performance Report

- 1.1 The Airport Companies shall provide the Council with the Annual Performance Report by 1 June each calendar year in respect of performance and compliance in the preceding calendar year (January to December) and shall publish the Annual Performance Report (and any supplementary information relating to the Annual Performance Report) on the Airport's website and use reasonable endeavours to procure publication of the same on the website for LCACC by 30 June in each calendar year.
- 1.2 For the avoidance of doubt any obligation to report to the Council contained in this Agreement shall be read and construed as if that obligation was to include such report in the Annual Performance Report regardless of any indication to the contrary as to form or timing of such report.

2 Liaison

- 2.1 Prior to Commencement of Development the Airport Companies shall submit to the Council for written approval a rolling annual programme of quarterly meetings with the Council to monitor and report on compliance with this Agreement and the conditions attached to the Planning Permission.
- 2.2 Following approval of the rolling programme of meetings by the Council the Airport Companies shall arrange and attend the meetings specified in the approved programme and shall provide the Council in advance of each meeting with a summary status report on all the obligations in this Agreement and the conditions attached to the Planning Permission and the progress made against each such obligation and condition.

3 Annual Monitoring Payment

- 3.1 With effect from the Commencement of Development on 1 July in each calendar year the Airport Companies shall pay to the Council the Annual Monitoring Payment for

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that year less the Underspend (if any and if there is none the full Annual Monitoring Payment shall be paid) PROVIDED THAT the following conditions are satisfied. The conditions are as follows:

- (a) the Land is used as a relevant airport under the Airports Act 1986; and
- (b) there is an Airport Monitoring Officer in the employment of the Council or appointed to become employed by the Council within the following three months or failing that the Council particularises the planned expenditure of the Annual Monitoring Payment for the following year; and
- (c) the Council confirms whether or not the entirety of the Annual Monitoring Payment for the immediately preceding year has been expended and if not the amount of the Underspend.

4 Development Management Contribution

4.1 Subject to paragraph 4.2 of this Schedule the Airport Companies shall pay the first Development Management Contribution prior to the submission of any application to discharge conditions attached to the Planning Permission or the requirements for approvals under this Agreement in relation to any Phase and subsequently shall pay the Development Management Contribution on each anniversary of the first such payment until the Occupation of that Phase.

4.2 In paying the Development Management Contribution pursuant to paragraph 4.1 of this Schedule:

- (a) the liability of the Airport Companies to the Council in any 12 month period shall not exceed £50,000 (Index Linked) in aggregate notwithstanding the number of Phases being constructed at any one time;
- (b) if at any due date for payment of the Development Management Contribution there is less than 12 months until the estimated date of Occupation of a Phase and no other Phase will be constructed in that 12 month period the Airport Companies shall be entitled to make a Pro Rata Payment of the Development Management Contribution Provided That if the actual date of Occupation of the relevant Phase is 12 months or more after that due date for payment the Airport Companies shall make the Balancing Payment in respect of the relevant Development Management Contribution

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4.3 The Airport Companies shall not make any application to discharge conditions attached to the Planning Permission or the requirements for approvals under this Agreement in relation to the any Phase unless the Development Management Contribution has been paid to the Council as provided for in paragraphs 4.1 and 4.2 of this Schedule.

5 Environmental Health Monitoring Contribution

5.1 Subject to paragraphs 5.2 and 5.3 of this Schedule in relation to each Phase the Airport Companies shall pay the first Environmental Health Monitoring Contribution prior to the Start Date of that Phase and subsequently shall pay the Environmental Health Monitoring Contribution on each anniversary of such Start Date until the Practical Completion of that Phase.

5.2 Subject to paragraph 5.3 of this Schedule where Practical Completion is programmed to occur during the course of the following year from an anniversary of the Start Date for a Phase the Airport Companies may make a Pro Rata Payment in respect of the Environmental Health Monitoring Contribution Provided That if the Practical Completion of the relevant Phase is 12 months or more after that due date for payment the Airport Companies shall make the Balancing Payment in respect of the relevant Environmental Health Monitoring Contribution.

5.3 If there is more than one Phase under construction at any time or during any period of 12 months the Environmental Health Monitoring Contribution shall continue to be paid until Practical Completion of all the Phases under construction Provided That the Airport Companies shall not be liable to pay more than £70,000 (Index Linked) in aggregate in any period of 12 months.

6 Reporting Breaches of this Agreement

6.1 The Airport Companies shall report:

- (a) any breach of this Agreement and any breach of any condition attached to the Planning Permission immediately upon becoming aware of the same to the Airport Monitoring Officer in the form specified in paragraph 6.2 of this Schedule; and

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- (b) any exceptional circumstances or state of emergency which has affected compliance with any requirement of this Agreement or any condition of the Planning Permission.

6.2 The form of reporting referred to in paragraph 6.1 of this Schedule is as follows:

Type of breach (isolated/ recurring)	S106 reference / condition	Details of breach	Date reported	Report to	Action taken/to be taken by Airport	Action taken/to be taken by LBN	Additional Information (including exceptional circumstances or emergency)

6.3 The Council shall procure that:

- (a) the Annual Performance Report is published on the Council's website within 7 days of its publication on the Airport's website ~~14 days of receipt~~;
- (b) an annual report is made by the Airport Monitoring Officer to the London Borough of Newham's Strategic Development Committee in relation to this Agreement and compliance by the Airport Companies with this Agreement, including matters provided in the Annual Performance Report;
- (c) the ~~cabinet~~ papers for the Strategic Development Committee relating to the Airport Monitoring Officer's annual report are published at least 14 days as early as possible in advance of the relevant committee meeting which, for the avoidance of doubt, would usually be at least five working days in advance of such meeting;
- (d) the Strategic Development Committee meeting relating to the Airport Monitoring Officer's annual report is held in public and provision is made

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for any application to speak or address the committee to be addressed in advance to the committee clerk.

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Schedule 15

Council's Covenants

- 1 The Council hereby covenants with the Airport Companies to use all sums received from the Airport Companies under the terms of this Agreement (excluding any sum expressed to be paid to DLR or GLA Land) for the purposes specified in this Agreement for which they are to be paid and until the sums are used to place them into an interest-bearing deposit account upon receipt.
- 2 The Council covenants with the Airport Companies that it will repay to the Airport Companies such amount of any payment made by the Airport Companies to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within 10 years of the date of receipt by the Council of such payment (with any accrued interest on that amount for the period from the date of receipt of the payment by the Council to the date of repayment) unless:
 - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
 - (b) by the end of the relevant period for expenditure the Council has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 The Council shall following any reasonable request in writing by the Airport Companies to do so provide to the Airport Companies such evidence as the Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of the Airport Companies the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
- 5 The Council covenants with the Airport Companies as follows:
 - 5.1 prior to requesting any Annual Monitoring Payment the Council shall consult the Airport Companies with regard to any amendments to the job description for the Airport Monitoring Officer;

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- 5.2 the Council shall ensure that it is and remains part of the job description referred to in paragraph 5.1 of this Schedule that the Airport Monitoring Officer uses reasonable endeavours to attend and report to LCACC and arrange and attend at least every three months during each calendar year meetings with relevant staff at the Airport Companies to discuss compliance with this Agreement and the conditions attached to the Planning Permission;
- 5.3 the Council shall use reasonable endeavours to keep the Airport Monitoring Officer employed with the Council and allocate appropriate external resources towards the responsibilities of the Airport Monitoring Officer.
- 6 The Council covenants with the Airport Companies to:
- 6.1 apply the Parking Improvement Contribution for its specified purpose;
- 6.2 consult with the Airport Companies upon any scheme of parking controls or other traffic management measures in the immediate vicinity of the Airport (or other areas where it is established that a parking problem exists due to the operation of the Airport);
- 6.3 notify the Airport Companies of any expenditure of the Parking Improvement Contribution.
- 7 The Council covenants with the Airport Companies not to cause or permit the expenditure of the Walking and Cycling Contribution other than in the following manner:
- 7.1 Up to a maximum of £5,000 (five thousand pounds) shall be spent on the study referred to in the definition of “Walking and Cycling Contribution” ; and
- 7.2 The balance of the Walking and Cycling Contribution shall be spent on the implementation of the measures recommended in the study.
- 8 The Council shall use the Road Signage Contribution for the purposes described in the definition of that term which for the avoidance of doubt shall include installing modified or additional signage on roads for which TfL is the highway authority by prior agreement with TfL under Section 8 of the Highways Act 1980 PROVIDED ALWAYS that nothing in this Agreement shall require the Council to install, modify and/or replace all of the signs shown on Plan 14.
- 9 The Council covenants with the Airport Companies and the Greater London Authority to consult the Greater London Authority on any draft Restoration Scheme which it receives

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and allow the Greater London Authority a minimum period of 21 days to comment on the draft Restoration Scheme.

- 10 The Council covenants with the Airport Companies to use the Community Recreation Contribution towards projects activities or other measures to improve the community's enjoyment of public parks and recreation grounds within the Actual 57dB Contour and further covenants with the Airport Companies:
 - 10.1 to consult the Airport Companies on each set of projects activities or measures prior to committing to expenditure of the Community Recreation Contribution on the same; and
 - 10.2 to allow the Airport Companies a minimum of 21 days to comment on the proposed measures or the location of the relevant public park or recreation ground; and
 - 10.3 to have due regard to any comments received from the Airport Companies.
- 11 The Council covenants with the Airport Companies to use the Development Management Contribution towards the establishment of a full time equivalent development management officer whose role is focused on the handling and processing of applications or approvals under or in relation to the Planning Permission or this Agreement.
- 12 The Council covenants with the Airport Companies to include information on the schemes and offers set out in paragraphs 1 to 8 of Part 1 of Schedule 9 on its website for the duration of such schemes and offers.

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Schedule 16

S106 Agreement Notification of Implementation Form



S106 Agreement Notification of Implementation Form

Planning Application Reference Number: _____

Planning Case Officer: _____

Site Address: _____

Expected Commencement Date: _____

Estimated Completion Date (if known): _____

Developer: _____

Owner (if applicable): _____

Please return to:

Divisional Director
Strategic Regeneration, Planning and Olympic Legacy
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

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Schedule 17

S106 Agreement Notification of Payment Form



S106 Agreement Notification of Payment Form

Planning Application Reference Number: _____

Planning Case Officer: _____

Site Address: _____

Contribution Amount: _____

Contribution Type(s): _____

Relating to Clause(s): _____

Please return to:

Divisional Director
Strategic Regeneration, Planning and Olympic Legacy
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

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Schedule 18

TfL's Covenants

TfL hereby covenants with the Council and the Airport Companies as follows:

- 1 to use all sums received from the Airport Companies under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;
- 2 to repay to the Airport Companies such amount of any payment made by the Airport Companies to TfL under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 years of the date of receipt by TfL of such payment (with Interest on that amount for the period from the date of receipt of the payment by TfL to the date of repayment) unless:
 - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
 - (b) by the end of the relevant period for expenditure TfL has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 following any reasonable request in writing by either the Council and/or the Airport Companies to do so to provide to the Council and/or Airport Companies such evidence as the Council and/or Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of either the Council and/or the Airport Companies TfL will provide written confirmation of the discharge of the obligations contained in this Agreement when such obligations have been performed

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Schedule 19

GLA Land's Covenants

GLA Land hereby covenants with the Council and the Airport Companies as follows:

- 1 to use all sums received from the Airport Companies under the terms of this Agreement or the purposes specified in this Agreement for which they are to be paid.
- 2 that it will repay to the Airport Companies such amount of any payment made by the Airport Companies to GLA Land under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by GLA Land of such payment (with Interest on that amount for the period from the date of receipt of the payment by GLA Land to the date of repayment) unless:
 - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
 - (b) by the end of the relevant period for expenditure GLA Land has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 following any reasonable request in writing by the Council and/or the Airport Companies to do so provide to the Council and/or the Airport Companies such evidence as either the Council and/or the Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of either the Council and/or the Airport Companies to provide written confirmation of the discharge of the obligations contained in this Agreement when such obligations have been performed

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Schedule 20

London City Airport Community Fund

1 The Airport Companies joint and severally covenant with the Council as follows:

1.1 To maintain the London City Airport Community Fund and use reasonable endeavours to maintain the registration of the same with the Charity Commissioners as a registered charity for a period of no less than ten (10) years from Implementation of the S73 Permission.

1.2 To procure the operation of the London City Airport Community Fund substantially in accordance with the London City Airport Community Fund Terms of Reference for a period of no less than ten (10) years from Implementation of the S73 Permission.

1.3 To pay to the London City Airport Community Fund the London City Airport Community Fund Contribution as follows:

(a) pay the sum of three hundred and eighty five thousand (£385,000) With Indexation annually for a period of ten (10) years from Implementation of the S73 Permission;

(b) with the first payment to be made on Implementation of the S73 Permission and each subsequent payment to be made on the anniversary of Implementation of the S73 Permission; and

(c) to provide evidence to the Council of each such payment having been made

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Schedule 21

Sustainable Transport Fund

1 The Airport Companies joint and severally covenant with the Council and TfL as follows:

1.1 To use reasonable endeavours to achieve an increase in the percentage of passenger journeys to and from the Airport being undertaken by sustainable modes of transport to 80% by 2030.

1.2 To establish the Sustainable Transport Fund to take effect from Implementation of the S73 Permission and to operate this for a period of no less than seven (7) years.

1.3 To ring-fence and make available the Sustainable Transport Fund Contribution in instalments of no less than two million pounds (£2,000,000) With Indexation per annum for the Sustainable Transport Fund for a period of seven (7) years from the Implementation of the S73 Permission.

1.4 To review the recommendations of the Transport Forum in respect of the Sustainable Transport Fund on a quarterly basis per annum and to apply the Sustainable Transport Fund towards STF Qualifying Initiatives for STF Qualifying Purposes.

1.5 Prior to confirming the allocation of funding towards STF Priority Projects, to procure that the Transport Forum shall review and consider the recommendations of any Working Groups/Programme Review Boards comprising London City Airport, TfL and the Council.

1.6 Where the Transport Forum recommends that monies within the Sustainable Transport Fund are applied towards the delivery of an STF Priority Project, not to unreasonably withhold the release of monies from the Sustainable Transport Fund for the same.

1.7 Where the total amount ring-fenced and made available for the Sustainable Transport Fund pursuant to paragraph 1.3 is not expended on STF Qualifying Initiatives in any given year, to continue to make any unexpended funds available for the Sustainable Transport Fund for the following year(s) in addition to the amounts to be ring-fenced and made available in subsequent year(s).

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1.8 That, where any monies from the Sustainable Transport Fund are allocated and paid to TfL pursuant to this Agreement for a specific STF Qualifying Initiative (which shall include a specific STF Priority Project), TfL shall apply such monies towards the relevant STF Qualifying Initiative PROVIDED THAT, if TfL demonstrates to the reasonable satisfaction of the Airport Companies and the Council that the application of monies for such STF Qualifying Initiative is not feasible or is insufficient to deliver the relevant STF Qualifying Initiative, TfL shall be entitled to:

(a) apply for additional monies from the Sustainable Transport Fund in order to deliver the relevant STF Qualifying Initiative (which it shall be at the Airport Companies' discretion to provide); or

(b) may, having given reasonable notice to the Airport Companies, apply the monies towards an alternative STF Qualifying Initiative at its discretion.

1.9 That the Sustainable Transport Fund shall not be applied towards any obligations which are otherwise secured by this Agreement (save for under this Schedule 21) or the Planning Permission (PROVIDED THAT this shall not exclude funding transport measures identified through the Airport's staff and passenger travel plans which represent enhancements to the Airport's existing approved travel plans or are secured through future approved travel plans).

1.10 That, where there is a disagreement between the Council, TfL and/or the Airport Companies in relation to the application of the Sustainable Transport Fund towards STF Qualifying Initiatives, clause 15 of this Agreement (Dispute Resolution) shall apply. For the avoidance of doubt, the exception in clause 15 relating to calculation and timings of contributions shall not apply to the application of the Sustainable Transport Fund towards any STF Qualifying Initiatives.

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Schedule 22

Carbon and Climate Change Action Plan

1. The Airport Companies joint and severally covenant with the Council as follows:

1.1 No later than six (6) months following Implementation of the S73 Permission, to submit the CCCAP to the Council for the Council's written approval.

1.2 Following approval of the CCCAP by the Council, to use reasonable endeavours to implement the approved CCCAP and to achieve the targets set out therein, unless a revised version of the CCCAP is submitted subsequently to the Council for the Council's written approval in which case the Airport Companies shall use reasonable endeavours to implement any such revised CCCAP to achieve the targets set out therein.

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Annexures

List of Annexures

1. ATF Terms of Reference
2. First Tier Scheme
3. NIPS 1
4. NIPS 2
5. Purchase Scheme
6. Reinspection Scheme
7. Second Tier Scheme
8. VCS 1
9. VCS 2
10. Draft form of Construction- Sound Insulation Scheme
11. Wake Turbulence Study
12. Intermediate Tier Scheme
13. Form of Neighbouring Authority Agreement
14. Confirmatory Deed
- 14.15. London City Airport Community Fund Terms of Reference

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Plans

List of Plans

1. 1998 57dB Contour
2. 2009 57dB Contour
3. 2009 66dB Contour
4. CADP 57dB Contour
5. CADP 66dB Contour
6. Bus Stand and Bus Stops
7. Eastern Energy Centre
8. Eastern Terminal Extension
9. Extension Land
10. Hartmann Road
11. The Land
12. PSZs (2009)
13. PSZs (2011)
14. Road Signage locations
15. Western Energy Centre
16. Western Terminal Extension
17. Elevation Treatment Plan
18. CADP 63dB Contour
19. Taxi Feeder Park
20. Future Growth 55dB Night Contour

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21. Future Growth 57dB Contour

22. Future Growth 60dB Contour

48.23. Future Growth 66dB Contour

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THE COMMON SEAL OF)
THE MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF NEWHAM)
was hereto affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED by London City Airport Limited)
acting by:)

Director:
Director/Secretary:

EXECUTED AS A DEED by AMI Property Holdings)
Limited acting by:)

Director:
Director/Secretary:

EXECUTED AS A DEED by Docklands Aviation)
Group Limited acting by:)

Director:
Director/Secretary:

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EXECUTED AS A DEED by **London City Airport Jet Centre**)
Limited acting by:)

Director:
Director/Secretary:

EXECUTED AS A DEED by **West Silvertown Properties**)
Limited acting by:)

Director:
Director/Secretary:

EXECUTED AS A DEED by **North Woolwich Properties**)
Limited acting by:)

Director:
Director/Secretary:

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EXECUTED and DELIVERED as a)
DEED by)
as a duly authorised attorney for)
and on behalf of THE ROYAL)
BANK OF SCOTLAND PLC in its)
capacity as Security Trustee for)
the Secured Parties in the presence of:)

Signature of witness:
Name of witness:
Address of witness:
.....
Occupation of witness:

The common seal of **Transport for London**)
was affixed to this deed in the presence of:)

Authorised signatory
.....

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Executed as a Deed by **GLA Land and**)
Property Limited acting by a director)
in the presence of:)

.....
Signature of witness

Name (block capitals):

Address:

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Annexure 2
Track changed version of Annexure 2 – First Tier Scheme

ANNEXURE 2

First Tier Scheme

1 Purpose of the Scheme

- 1.1 This scheme provides sound insulation and sound mitigation measures for Eligible Properties within the Actual 57dB Contour and includes the following:

- (a) secondary glazing or thermal double-glazing and sound-attenuating vents; or
- (b) provision for alternative measures or works of similar or equivalent cost to be agreed with the Council where implementation of the measures provided for in this Scheme would not be practicable or would be detrimental to amenity.

2 Eligible Properties

- 2.1 A Residential Dwelling or a Public Building shall be an "Eligible Property" for this Scheme if it fulfils one of the criteria in sub-paragraph (a) and all of criteria (i) to (iii) in sub-paragraph (b) below:

(a) *Age and location of property*

- (i) it is within the 1998 57dB Contour and was existing on 21 July 1998 or was constructed subsequently pursuant to planning permission granted before 21 July 1998; or
- (ii) it is outside the 1998 57dB Contour but within the 2009 57dB Contour and was existing on 9 July 2009 or was constructed subsequently pursuant to planning permission granted before 9 July 2009; or
- (iii) it is outside the 2009 57dB Contour but within the CADP 57dB Contour and was existing on the date of this Agreement or has been constructed subsequently pursuant to planning permission granted before the date of this Agreement; or

(iv) it is outside the CADP 57dB Contour but within the Future Growth 57dB Contour and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to planning permission granted before the date of Deed of Variation Five; or

~~(iv)~~(v) it is outside the Future Growth 57dB Contour-

(b) *Noise exposure*

- (i) it is:
- (A) within the Actual 57 dB Contour; or
 - (B) within the Predicted Reduced 57dB Contour; or
 - (C) within the Predicted 57dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 57 dB Contour or the Predicted Reduced 57dB Contour; and
- (ii) it has not already benefited from this Scheme or (as part of the Past Noise Insulation Works) either the First Tier Works or the Public Buildings First Tier Works; and
- (iii) it does not form part of a development which has been the subject of the equivalent payment pursuant to NIPS1 or NIPS2.

3 Annual Performance Report

- 3.1 With effect from the Commencement of Development the Annual Performance Report shall specify the geographic area within which the properties which are eligible for this Scheme are situated.

4 Scope of works

The scope of works offered to an eligible dwelling under the First Tier Scheme will be as follows:

- 4.1 Only the "Habitable Rooms" in a dwelling may benefit from the works undertaken pursuant to the First Tier Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m² if the living room is less than 14 m² or a kitchen in excess of 11 m² where the living room is 14 m² or more.
- 4.2 In addition, only the windows and external doors to Habitable Rooms on the following elevations may benefit from works undertaken pursuant to the First Tier Scheme:
- (a) for dwellings in zones A and C identified on Plan 17 (attached to this Agreement) all elevations;
 - (b) for dwellings in zone B identified on Plan 17 only the south east and west facing elevations;
 - (c) for dwellings in zone D identified on Plan 17 only the north east and west facing elevations.

4.3 For a single-glazed dwelling, the scope of works will depend on whether or not eligibility under the First Tier Scheme is confirmed in an Annual Performance Report published before or after Commencement of Development:

- (a) If the relevant Annual Performance Report is published before Commencement of Development: secondary glazing and sound-attenuating vents;
- (b) If the relevant Annual Performance Report is published on or after Commencement of Development: secondary glazing or thermal double glazing (at the election of the owner/occupier of the dwelling) and sound-attenuating vents.
- (c) These works shall produce an average sound reduction not less than 25 dB averaged over 100 to 3150 Hz in accordance with the procedure of British Standard Publication BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of those publications).

4.4 In the case of:

- (a) A double-glazed dwelling and/or
- (b) a dwelling which is required by legislation or by a condition imposed on any planning permission for its construction to have noise insulation that achieves or exceeds the acoustic standard specified in the First Tier Scheme

- the scope of works will be limited to sound-attenuating vents only.

4.5 Where secondary glazing is installed:

- (a) The type of secondary glazing units fitted shall relate to the form of the primary windows. The design of secondary units should facilitate cleaning of both surfaces of the primary windows from within the treated room. Secondary units shall be either a side-hung casement type, or horizontally or vertically sliding units. Costings and/or quotations shall be accompanied by full details of the systems offered.
- (b) The secondary system shall generally comprise 4mm float glass within white polyester powder-coated aluminium frames. 6mm float glass and toughened glass shall be used where required by B.S. 6206 for safety reasons. Anodic oxidation shall comply with British Standard 1615.
- (c) The minimum air gap between primary and secondary panes will be 100mm, where this can be accommodated within existing reveals. Where the reveal depth is insufficient to achieve an air gap of 100mm, secondary glazing shall be fitted flush with the inner face of existing walls subject to a minimum of 50mm being achieved. Where a minimum air gap of 50mm cannot be achieved within existing reveals and with the secondary glazing fitted

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flush with the inner face of existing walls boxing out of the reveals will be necessary. In these cases the reveals shall be boxed out to achieve a minimum reveal depth of 67mm. In addition, in all cases where a minimum gap of 100mm cannot be achieved the glass thickness of the secondary pane shall be increased to 6mm.

- (d) The top and side reveals between primary and secondary windows are to be lined with an approved sound absorbent material treated with a suitable fungicide.
- (e) The secondary glazing system is to be mounted on a timber frame with white gloss painted finish. Any gaps between sub-frame and reveal shall be sealed with an approved resilient sealant.
- (f) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the secondary glazing installer.
- (g) Free hanging white venetian blinds with tilt mechanism (or similar) will be supplied and fitted between primary and secondary windows unless otherwise agreed with the owner of the dwelling.

4.6 Where thermal double glazing is installed:

- (a) The double glazed unit shall generally comprise 4mm glass /20mm cavity/4mm (or similar to comply with current Building Regulations requirements) within a UPVC or aluminium frame. Toughened glass shall be used where required for safety reasons.
- (b) The double glazed unit shall be designed to comply with relevant thermal efficiency requirements of the Building Regulations (Approved Document L)
- (c) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.

4.7 Where Habitable Rooms have external doors, they will be fitted with weatherstrip seals to the thresholds, jambs and heads. Where this is not practicable or the required acoustic standard as set out in 4.3 above is not achieved, a new door offering the required acoustic standard will be provided. Opening fanlights over doors shall be sealed and fixed in a closed position. Glazed doors and fanlights shall not be fitted with secondary glazing where the sealing measures meet the acoustic standard specified in paragraph 4.3 above.

4.8 Acoustic ventilation shall (unless otherwise agreed with the Council) be offered within each Habitable Room and shall comprise either two permanent sound attenuating vents or one combined mechanical and permanent sound attenuating vent or one mechanical sound attenuating vent and one permanent sound attenuating vent. Where vents are installed:

- (a) The requirements of the Noise Insulation Regulations 1975 (as amended) regarding additional permanent sound attenuating vents for adequate ventilation for combustion appliances shall apply (unless otherwise agreed with the Council).
- (b) Existing air bricks within Habitable Rooms shall be blocked up (but flues and direct inlet ducts to combustion appliances shall not be blocked) or replaced by permanent sound attenuating vents as required.
- (c) The permanent and the combined mechanical and permanent vents shall (unless otherwise agreed with the Council) satisfy the specification requirements of the Noise Insulation Regulations 1975 (as amended) regarding their construction, installation, effective area, self-generated noise levels and sound attenuating performance.
- (d) The mechanical sound attenuating vent shall comprise a Siegenia-Aubi Aeropac SN Acoustic Ventilator or such other vent as may be agreed with the Council.

4.9 The Airport Companies shall be responsible for ensuring that the dwelling meets the ventilation requirements of the current Building and Gas Regulations on completion of the First Tier Scheme works. All additional ventilation shall be sound attenuated as provided in paragraph 4.8 above. However, any requirements for additional ventilation in the future arising from changes to the dwelling including its gas appliances or legislation shall be the responsibility of the dwelling owner.

4.10 If any of the above works are impractical, an alternative specification of works as agreed with the Council will be implemented, provided that the works shall produce an average sound reduction of not less than 25dB averaged over 100 to 3150Hz in accordance with the procedure of British Standard Publication BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of those publications).

5 Public Buildings Scope of Works

The scope of works offered to a Public Building under the First Tier Scheme will be dependent on the results of an inspection of the building:

- 5.1 The Airport Companies will seek permission to gain access to the building to undertake an inspection of the premises.
- 5.2 Within three months of the inspection the Airport Companies shall submit to the Council for written approval a survey report for the building which will include information on the existing and future aircraft noise levels, the acoustic performance of the existing building envelope, information on legislation and planning conditions relevant to the sound insulation of the building envelope and any significant defects relating to the sound insulation performance of the building envelope. The report will also identify the works (if any) which can reasonably be carried out to

the Public Building to improve the sound insulation performance having regard to guidance on internal noise levels in BS 8233:2014 “Guidance on sound insulation and noise reduction for buildings” or Building Bulletin 93 “Acoustic Design of Schools” (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time). Any works must be designed to ensure that existing arrangements for ventilation are either maintained or improved in a manner that is reasonably consistent with the designed use of the building.

- 5.3 The survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report.
- 5.4 The works set out in the approved survey report shall constitute the agreed scope of works for the relevant Public Building.

6 Listed Building Scope of Works

Where an eligible dwelling or Public Building is a listed building i.e. it is included in a list compiled or approved by the Secretary of State under section 1 Planning (Listed Buildings and Conservation Areas) Act 1990, the scope of works will be dependent on the results of a survey of the premises:

- 6.1 the Airport Companies will seek permission to gain access to undertake an inspection of the premises to assess its suitability for works under the First Tier Scheme;
- 6.2 within three months of the inspection the Airport Companies will submit to the Council for written approval a survey report which will include information identifying the relevant listed building together with a schedule of the works which in the Airport Companies’ opinion should be undertaken (subject to obtaining listed building consent) as part of the First Tier Scheme having regard to the listing particulars of that building and the objective of achieving the relevant acoustic standard;
- 6.3 the survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report;
- 6.4 within three months of the later of the receipt of pre-application advice from the Council or the receipt of the Council’s approval of the survey report the Airport Companies will apply for listed building consent (if required) for any works included in the approved report;
- 6.5 in the event that listed building consent is not obtained for the works specified in the approved report the Airport Companies will submit a revised schedule of works (the “Revised Schedule”) for the Council’s further approval and apply for listed building consent (if required) for the works described in any approved Revised Schedule within six months of the refusal of listed building consent (or such longer period as may be agreed by the Council);

- 6.6 if listed building consent is not granted for the works specified in the Revised Schedule, either through an application or appeal procedure, the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the relevant listed building having regard to its use.

7 Circumstances where works inappropriate

If it is agreed by the Council that the undertaking of works under the First Tier Scheme in the case of any given dwelling or Public Building either:

- 7.1 is not reasonably practicable; or
- 7.2 would be significantly detrimental to residential amenity; or
- 7.3 would increase the noise exposure for occupiers of the relevant dwelling or Public Building; or
- 7.4 would damage the integral structure of the building

- and that no works should therefore be undertaken at the relevant dwelling or Public Building, the Airport Companies shall have no further obligation under the First Tier Scheme in relation to that dwelling or building Provided That as part of that agreement the Council and the Airport Companies may agree alternative measures to be undertaken by the Airport Companies of equivalent value to the cost of works which would otherwise be necessary at the relevant dwelling or Public Building

8 Procedure (Dwellings)

The Airport Companies will offer the owner and (if different) the occupier of each eligible dwelling the opportunity to have works undertaken at the dwelling pursuant to the First Tier Scheme in accordance with the following procedures (see also Fig. 1):

- 8.1 within 30 days of the publication of an Annual Performance Report which confirms for the first time that a dwelling is eligible for the First Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of that dwelling of its eligibility and (subject to paragraph 8.2 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to carry out the works under the First Tier Scheme;
- 8.2 (unless otherwise agreed with the Council) if the dwelling is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
 - (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule or to any alternative measures pursuant to paragraph 4 above or

- (b) the date of receipt of listed building consent (if required) for such works;
- 8.3 subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible dwelling and subject to paragraph 8.4 below, the Airport Companies shall carry out the required scope of works at the dwelling under the First Tier Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council);
- 8.4 prior to undertaking the works under the First Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible dwelling and in so doing:
- (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;
- (b) the Airport Companies will agree with the Council
- (i) which defects (if any) must be remedied to ensure that the works to be carried out under the First Tier Scheme can be undertaken satisfactorily and to the required acoustic standard and
- (ii) how the costs of any such remedial work will be apportioned as between the owner/occupier and the Airport Companies and (if undertaken by the Airport Companies) the timeframe for the remedial work.
- (c) if remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant dwelling and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under the First Tier Scheme can be undertaken;
- (d) if remedial work is required the Airport Companies will undertake the works under the First Tier Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.
- 8.5 In relation to any eligible dwelling the Airport Companies will be deemed to have fully discharged their obligations under the First Tier Scheme where any of the following circumstances apply:
- (a) no works are required under the First Tier Scheme at the dwelling; or
- (b) all works or other measures required under the First Tier Scheme at the dwelling have been undertaken satisfactorily; or

- (c) (where there are existing defects in the dwelling and the owner and/or occupier of the dwelling is responsible for remedying them) the Airport Companies have notified the Council and the owner/occupier of the relevant dwelling of defects which must be remedied before the works under the First Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied Provided That:
- (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the First Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the dwelling under the First Tier Scheme and/or in the case of a listed building permission for inspection of the dwelling from the owner and (if different) the occupier of the dwelling on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the First Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme.

8.6 Where the Airport Companies have discharged their obligations under 8.5(c) or (d) above in respect of a dwelling, they will nonetheless consider any future request from the owner/occupier

of that dwelling to benefit from the works under the First Tier Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a dwelling which was eligible for the First Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the First Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that dwelling to carry out the works under the First Tier Scheme, in accordance with the procedure in this section 8 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

9 Procedure (Public Buildings)

The Airport Companies will offer the owner and (if different) the occupier of each eligible Public Building the opportunity to have works undertaken at the dwelling pursuant to the First Tier Scheme in accordance with the following procedures (see also Fig. 1):

- 9.1 within 30 days of the publication of an Annual Performance Report which confirms for the first time that a Public Building is eligible for the First Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of the Public Building of its eligibility and (subject to paragraph 9.2 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to undertake the inspection of the building referred to at paragraph 5 above;
- 9.2 the Airport Companies will seek permission for carrying out works at the Public Building under the First Tier Scheme within six months of the date of receipt of written approval from the Council to the works contained in an approved survey report under paragraph 5.2 above;
- 9.3 (unless otherwise agreed with the Council) if the Public Building is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
 - (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule pursuant to paragraph 4 above or
 - (b) the date of receipt of listed building consent (if required) for such works;
- 9.4 subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible Public Building and subject to paragraph 9.5 below, the Airport Companies shall carry out the required scope of works at the Public Building under the First Tier Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council);
- 9.5 prior to undertaking the works under the First Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible Public Building and in so doing:

- (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;
- (b) the Airport Companies and the Council will agree which defects (if any) must be remedied to ensure that the works to be carried out under the First Tier Scheme can be undertaken satisfactorily and to the required acoustic standard;
- (c) if remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant Public Building and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under the First Tier Scheme can be undertaken;
- (d) if remedial work is required the Airport Companies will undertake the works under the First Tier Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.

9.6 In relation to any eligible Public Building the Airport Companies will be deemed to have fully discharged their obligations under the First Tier Scheme where any of the following circumstances apply:

- (a) no works are required under the First Tier Scheme at the Public Building; or
- (b) all works or other measures required under the First Tier Scheme at the Public Building have been undertaken satisfactorily; or
- (c) (where there are existing defects in the Public Building) the Airport Companies have notified the Council and the owner/occupier of the relevant Public Building of the defects which must be remedied before the works under the First Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
 - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the First Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and

- (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the Public Building under the First Tier Scheme and/or an inspection of the Public Building from the owner and (if different) the occupier of the building on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
 - (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the First Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme.

9.7 Where the Airport Companies have discharged their obligations under 9.6(c) or (d) above in respect of a Public Building, they will nonetheless consider any future request from the owner/occupier of that building to benefit from work under the First Tier Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a Public Building which was eligible for the First Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the First Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that building to carry out the works under the First Tier Scheme, in accordance with the procedure in this section 9 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

10 Flow Chart

The procedures described in paragraphs 8 and 9 are illustrated in the step by step guide at Fig. 1

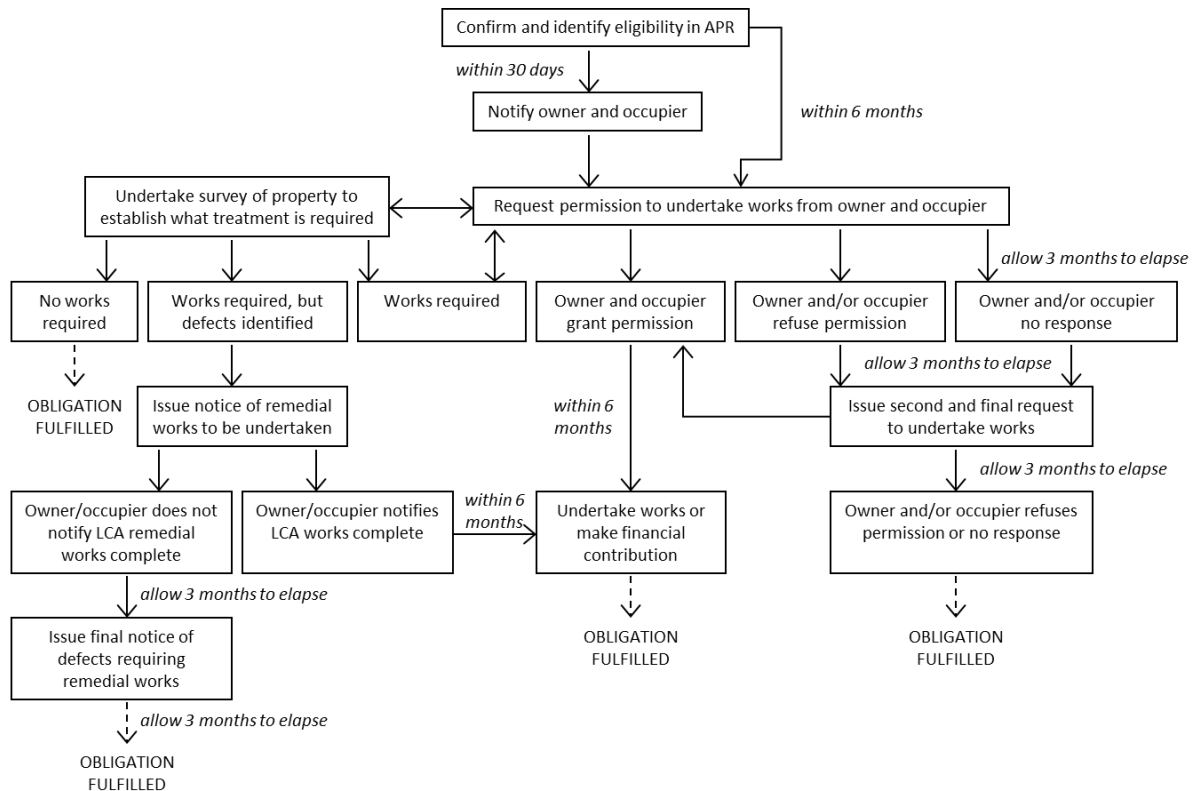


Figure 1

11 Council owned properties

Where the Airport Companies are required to undertake works under the First Tier Scheme to any dwelling or Public Building which is owned by or otherwise in the control of the Council:

- 11.1 the Airport Companies shall agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the works;
- 11.2 in the event that the Airport Companies are to undertake such works as set out above the date from which the time limit is calculated for seeking permission to carry out works pursuant the First Tier Scheme shall (unless the dwelling or the Public Building is a listed building) be the date of the agreement reached under paragraph 11.1 above (unless otherwise agreed with the Council).

Annexure 3
Track changed version of Annexure 7 – Second Tier Scheme

ANNEXURE 7

Second Tier Noise Insulation Scheme

1. Purpose of the Scheme

- 1.1. This scheme provides sound insulation and sound mitigation measures for Eligible Properties within the Actual 66 dB Contour (and, as from Implementation of the S73 Permission, the Actual 55dB Night Contour) and includes the following:

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- (a) Secondary glazing or funding of up to 100% of the cost of High Performance Acoustic Double-Glazing; and
- (b) provision for alternative measures or works of similar or equivalent cost to be agreed with the Council where implementation of the measures provided for in this Scheme would not be practicable or would be detrimental to amenity.

2. Eligible Properties

- 2.1. A Residential Dwelling or a Public Building shall be an "Eligible Property" for this Scheme if it fulfils one of the criteria in sub-paragraph (a) and all of criteria (i) to (iii) in sub-paragraph (b) below:

(a) **Age and location of property**

- (i) it is within the 2009 66 dB Contour and was existing on 9 July 2009 or was constructed subsequently pursuant to planning permission granted before 9 July 2009; or
- (ii) it is outside the 2009 66 dB Contour but within the CADP 66 dB Contour and was existing on the date of this Agreement or has been constructed subsequently pursuant to planning permission granted before the date of this Agreement.

(iii) It is outside the CADP 66dB Contour but within the Future Growth 66dB Contour and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to planning permission granted before the date of Deed of Variation Five; or

(iv) it is outside the CADP 66dB Contour and the Future Growth 66dB Contour but within the Future Growth 55dB Night Contour (PROVIDED THAT, in the case of any Public Building, it is a building routinely used in the night-time period to which the Future Growth 55dB Night Contour relates) and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to a planning permission granted before the date of Deed of Variation Five; or

(iii)(v) it is outside the Future Growth 66 dB Contour and the Future Growth 55dB Night Contour

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(b) **Noise exposure**

(i) it is:

(A) within the Actual 66 dB Contour; or

(B) within the Predicted Reduced 66dB Contour; or

(C) within the Predicted 66 dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 66 dB Contour or the Predicted Reduced 66 dB Contour; and or

(D) as from Implementation of the S73 Permission, if it is:

(I) within the Actual 55dB Night Contour; or

(II) within the Predicted Reduced 55dB Night Contour; or

(III) within the Predicted 55dB Night Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 55dB Night Contour or the Predicted Reduced 55dB Night Contour; and

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(c)

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(ii) it has not already benefited from this- Scheme or (as part of the Past Noise Insulation Works) the Second Tier Works or Public Buildings Second Tier Works forming; **and**

(iii) it does not form part of a development which has been the subject of equivalent payment pursuant to NIPS 1 or NIPS 2.

- and for the avoidance of doubt if the Residential Dwelling or Public Building has benefitted from the First Tier Scheme and/or the Intermediate Tier Scheme under this Agreement (and/or the First Tier Works under the 2009 Agreement) it may still be eligible for this Second Tier Scheme

3. Annual Performance Report

- 3.1. With effect from the Commencement of Development the Annual Performance Report shall specify the geographic area within which the properties which are eligible for this Scheme are situated.

4. Scope of works

- 4.1. The scope of works offered to an Eligible Property under this Scheme will be as follows:

(a) in a Residential Dwelling only the “Habitable Rooms” may benefit from the sound insulation works offered pursuant to this Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m² if the living room is less than 14 m² or a kitchen in excess of 11 m² where the living room is 14 m² or more;

(b) all elevations within either a Residential Dwelling and/or a Public Building can benefit from the sound insulation works available under this Scheme;

(c) for an existing single-glazed or thermal double-glazed window either:

(i) Secondary Glazing (where feasible); or

(ii) High Acoustic Performance Double Glazing (at the election of the owner/occupier of the Eligible Property); and

(iii) Sound-Attenuating Vents

- Provided That the eligibility of the Eligible Property for this Scheme was confirmed in the Annual Performance Report immediately preceding Commencement of Development (or later) and noise insulation works have not commenced at the

Eligible Property. Where eligibility of the Eligible Property for this Scheme was confirmed earlier or noise insulation works began at the Eligible Property prior to Commencement of Development the scope of the works will be:

(iv) (where practicable) secondary glazing and sound attenuating ventilators; or

(v) a contribution (up to a limit of 25% above the cost of installing secondary glazing and sound attenuating ventilators) towards the cost of installing high acoustic performance double glazing and sound attenuating ventilators (payable within 30 days of satisfactory installation)

(d) where an existing Secondary Glazed window within an Habitable Room with a primary single glazed window is found to be in satisfactory order the scope of the works shall be either:

(i) alterations to the existing secondary glazed window to achieve an equivalent sound reduction index (100 to 3150 Hz) to the secondary glazing specification described in paragraph 5.1 below determined using BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications); or

(ii) High Acoustic Performance Double Glazing (at the election of the owner/occupier of the Eligible Property); and

(iii) Sound Attenuating Ventilators.

- Provided That the eligibility of the Eligible Property for this Scheme was confirmed in the Annual Performance Report immediately preceding Commencement of Development (or later) and noise insulation works have not commenced at the Eligible Property. Where eligibility of the Eligible Property for this Scheme was confirmed earlier or noise insulation works began at the Eligible Property prior to Commencement of Development the scope of the works will be:

(iv) Sound attenuating ventilators and

(v) Alterations to the existing secondary glazed window to achieve an equivalent sound reduction index (100 to 3150 Hz) to the secondary glazing specification described in paragraph 5.1 below determined using BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications).

(e) In the case of an Eligible Property :

- (i) with existing High Acoustic Performance Double-Glazing; or
- (ii) which is required by legislation or by a condition imposed on any planning permission for its construction to have noise insulation that achieves or exceeds the acoustic standard achieved by this Scheme;

the scope of works will be limited to sound-attenuating vents only.

5. **Specification for Secondary Glazing**

5.1. Where Secondary Glazing is to be installed it will comply with the following specification:

(a) the type of secondary glazing units fitted shall relate to the form of the primary windows. The design of secondary units shall facilitate cleaning of both surfaces of the primary windows from within the treated room. Secondary units shall be either a side-hung casement type, or horizontally or vertically sliding units. Costings and/or quotations shall be accompanied by full details of the systems offered;

(b) The secondary system shall generally comprise 4mm float glass within white polyester powder-coated aluminium frames. 6mm float glass and toughened glass shall be used where required by B.S. 6206 for safety reasons. Anodic oxidation shall comply with British Standard 1615;

- (c) the minimum air gap between primary and secondary panes will be 100mm, where this can be accommodated within existing reveals. Where the reveal depth is insufficient to achieve an air gap of 100mm, secondary glazing shall be fitted flush with the inner face of existing walls subject to a minimum of 75mm being achieved. Where a minimum air gap of 75mm cannot be achieved within existing reveals and with the secondary glazing fitted flush with the inner face of existing walls boxing out of the reveals will be necessary. In these cases the reveals shall be boxed out to achieve a minimum reveal depth of 75mm. In addition, in all cases where a minimum gap of 100mm cannot be achieved the glass thickness of the secondary pane shall be increased to 6mm;
- (d) the top and side reveals between primary and secondary windows are to be lined with an approved sound absorbent material treated with a suitable fungicide;
- (e) the secondary glazing system is to be mounted on a timber frame with painted finish (white gloss paint unless the owner provides alternative paint). Any gaps between sub-frame and reveal shall be sealed with an approved resilient sealant;
- (f) where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer;
- (g) free hanging white venetian blinds with tilt mechanism (or similar) will be supplied and fitted between primary and secondary windows unless otherwise agreed with the owner/occupier of the Eligible Property.

6. **Specification for High Acoustic Performance Double Glazing**

6.1. Where High Acoustic Performance Double Glazing is to be installed it will comply with the following specification:

- (a) the high acoustic performance double glazed unit shall generally comprise 10mm glass /12mm cavity/6.8mm acoustic laminated glass (or similar glass as approved by the Council) within a UPVC or aluminium frame (in the case of aluminium the colour will be variable according to the Eligible Property being treated);
- (b) toughened glass shall be used where required for safety reasons;
- (c) the high acoustic performance double glazed unit shall be designed to comply with relevant thermal efficiency requirements of the Building Regulations (Approved Document L);
- (d) where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.

7. Further Specifications for Residential Dwellings

7.1. The following will apply to all Residential Dwellings:

- (a) where Habitable Rooms have external doors, they will be fitted with weatherstrip seals to the thresholds, jambs and heads in order to achieve an acoustic standard which is as far as practicable, compatible with high performance double glazing or secondary glazing fitted under this Scheme;
- (b) opening fanlights over doors shall be sealed and fixed in a closed position;
- (c) glazed doors and fanlights shall not be fitted with secondary glazing where the sealing measures meet the acoustic standard specified in paragraph 4.1(d) above;
- (d) fully glazed or patio doors or French windows will be treated as windows for the

purposes of the scope of works;

8. Acoustic Vents for Residential Dwellings

- 8.1. Acoustic ventilation shall (unless otherwise agreed with the Council) be offered within each Habitable Room and shall comprise either two permanent sound attenuating vents or one combined mechanical and permanent sound attenuating vent or one mechanical sound attenuating vent and one permanent sound attenuating vent.
- 8.2. Where vents are installed in a Residential Dwelling:
- (a) the requirements of the Noise Insulation Regulations 1975 (as amended) regarding additional permanent sound attenuating vents for adequate ventilation for combustion appliances shall apply (unless otherwise agreed with the Council);
 - (b) existing air bricks within Habitable Rooms shall be blocked up (but flues and direct inlet ducts to combustion appliances shall not be blocked) or replaced by permanent sound attenuating vents as required;
 - (c) the permanent and the combined mechanical and permanent vents shall (unless otherwise agreed with the Council) satisfy the specification requirements of the Noise Insulation Regulations 1975 (as amended) regarding their construction, installation, effective area, self-generated noise levels and sound attenuating performance;
 - (d) the mechanical sound attenuating vent shall comprise a Siegenia-Aubi Aeropac SN Acoustic Ventilator or such other vent as may be agreed with the Council;
 - (e) the Airport Companies shall be responsible for ensuring that all Residential Dwellings meet the ventilation requirements of the current Building and Gas Regulations on completion of the Second Tier Scheme works. All additional ventilation shall be sound attenuated as provided in sub-paragraphs 8.2(a) to (d) above. However, any requirements for additional ventilation in the future arising from changes to the Residential Dwelling including its gas appliances or legislation shall be the responsibility

of the Residential Dwelling owner.

9. **Loft Insulation for Residential Dwellings**

9.1. An offer to install loft insulation in a Residential Dwelling will be made in the following circumstances:

- (a) where no loft insulation is present the Airport Companies will offer to install 250mm thick thermal grade mineral wool insulation in the loft; and
- (b) where existing loft insulation is found to be unsatisfactory in which case the Airport Companies will offer to add further layers of insulation to increase the total thickness of insulation in the loft to 250mm.

10. **Public Buildings - Scope of Works**

10.1. The scope of insulation works offered to a Public Building under this Scheme will be subject to the following additional provisions:

- (a) the Airport Companies will seek permission to gain access to the Public Building to undertake an inspection and survey of the building;
- (b) within three months of the inspection the Airport Companies shall submit to the Council for its approval in writing the survey report for the building which shall include the following:
 - i. information on the existing and future aircraft noise levels;
 - ii. the acoustic performance of the existing building envelope;
 - iii. information on legislation and planning conditions relevant to the sound insulation of the building envelope; and

- iv. any significant defects relating to the sound insulation performance of the building envelope;
- (c) the survey report will also identify the works (if any) which can reasonably be carried out to the Public Building to improve the sound insulation performance having regard to guidance on internal noise levels in BS 8233:2014 “Guidance on sound insulation and noise reduction for buildings” or Building Bulletin 93 “Acoustic Design of Schools” (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time). Any works must be designed to ensure that existing arrangements for ventilation are either maintained or improved in a manner that is reasonably consistent with the designed use of the Public Building.
- (d) the survey report shall be resubmitted to the Council for approval if the Council (acting reasonably) require changes to the works identified in the report;
- (e) the works set out in the approved survey report shall constitute the agreed scope of works for the relevant Public Building.

11. Listed Buildings -Scope of Works

- 11.1. Where an Eligible Property is a listed building, namely it is included in a list compiled or approved by the Secretary of State under section 1 Planning (Listed Buildings and Conservation Areas) Act 1990, the scope of works will be dependent on the results of a survey of the listed building;
- 11.2. The Airport Companies will seek permission to gain access to undertake an inspection of the listed building to assess its suitability for works under this Scheme;
- 11.3. Within three months of the inspection the Airport Companies will submit to the Council for written approval a survey report which will include the following:
 - (a) information identifying the relevant listed building; and
 - (b) a schedule of the works which in the Airport Companies’ opinion should be undertaken

(subject to obtaining listed building consent) as part of this Scheme having regard to the listing particulars of the listed building and the objective of achieving the relevant acoustic standard.

- 11.4. The survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report.
- 11.5. Within three months of [the later of the receipt of pre-application advice from the Council or the receipt of the Council's written approval of the survey report](#) the Airport Companies will apply for listed building consent (if required) for any works included in the approved report.
- 11.6. In the event that listed building consent is not obtained for the works specified in the approved report the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in any approved Revised Schedule within six months of the refusal of listed building consent (or such longer period as may be agreed by the Council).
- 11.7. If listed building consent is not granted for the works specified in the Revised Schedule either through an application or the appeal procedure the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the relevant listed building having regard to its use.

12. **Insulation Works Not possible**

- 12.1. If it is agreed by the Council that the undertaking of works under this Scheme in the case of any given Eligible Property is:
- (a) not reasonably practicable; or
 - (b) would be significantly detrimental to residential amenity; or
 - (c) would increase the noise exposure for occupiers of the relevant Eligible Property; or

(d) would damage the integral structure of the building; and

(e) that no works should therefore be undertaken at the relevant Eligible Property;

the Airport Companies shall have no further obligation under this Scheme in relation to that Eligible Property PROVIDED THAT as part of that agreement the Council and the Airport Companies shall agree alternative measures that (subject to the agreement of the owner and (if different) the occupier of the relevant Eligible Property) shall be undertaken by the Airport Companies of similar or equivalent value to the cost of works which would otherwise be necessary at the relevant Eligible Property.

13. Procedure for Installing Sound Insulation at Residential Dwellings (see Figure 1)

13.1. The Airport Companies will offer the owner and (if different) the occupier of each Eligible Residential Dwelling the opportunity to have the noise insulation works undertaken at the dwelling pursuant to this Scheme in accordance the procedures set out below.

13.2. Within 30 days of the publication of an Annual Performance Report which confirms for the first time that a dwelling is eligible for this Scheme the Airport Companies will notify the owner and (if different) the occupier of that dwelling of its eligibility.

13.3. Subject to paragraph 13.4 below, within six months of publication of the relevant Annual Performance Report the Airport Companies will seek permission from the owner and (if different) the occupier to carry out the works under this Scheme.

13.4. Unless otherwise agreed with the Council, if the Residential Dwelling is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:

(a) the date of receipt of written approval from the Council to the works contained in an approved survey report; or

(b) a Revised Schedule or to any alternative measures pursuant to paragraph 4 above; or

(c) the date of receipt of listed building consent (if required) for such works;

13.5. Subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible dwelling and subject to paragraphs 13.6 to 13.10 below, the Airport Companies shall carry out the required scope of works at the dwelling under this Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council).

13.6. Prior to undertaking the works under this Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the Eligible Residential Dwelling and in so doing the Airport Companies will identify the current window specification (secondary glazing/thermal double or single and opening type) and give written notice to the Council and the relevant owner and occupier of any significant defects to the primary and, if applicable, secondary glazing.

13.7. The Airport Companies will agree with the Council:

(a) which defects (if any) must be remedied to ensure that the works to be carried out under the Second Tier Scheme can be undertaken satisfactorily and to the required acoustic standard; and

(b) (subject to paragraph 13.8 below) how the costs of any such remedial work will be apportioned as between the owner/occupier and the Airport Companies and (if undertaken by the Airport Companies) the timeframe for the remedial work.

13.8. If an existing double glazed window within a Habitable Room of an Eligible Residential Dwelling is found to have defects as a result of reasonable use, the owner and/or occupier of the Residential Dwelling will be entitled (at the election of the owner/occupier of the Eligible Residential Property) to either:

- (a) remedial works to the existing double-glazed window and the provision of a secondary system and sound attenuating ventilators; or
- (b) installation of high acoustic performance double glazing and sound attenuating ventilators

–Provided That the eligibility of the Eligible Property for this Scheme was confirmed in the Annual Performance Report immediately preceding Commencement of Development (or later) and noise insulation works have not commenced at the Eligible Property. Where eligibility of the Eligible Property for this Scheme was confirmed earlier or noise insulation works began at the Eligible Property prior to Commencement of Development the scope of the works will be:

- i. remedial works to the existing double-glazed window and the provision of a secondary system and sound attenuating ventilators; or
- ii. a contribution towards the cost of installing high acoustic performance double glazing and sound attenuating ventilators (payable on satisfactory installation) equivalent to the cost of the remedial works referred to in sub-paragraph (i).

13.9. If remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant dwelling and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under this Scheme can be undertaken.

13.10. If remedial work is required the Airport Companies will undertake the works under this Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.

14. Deemed Discharge of Obligations Owed to Residential Dwellings

14.1. In relation to any eligible dwelling the Airport Companies will be deemed to have fully discharged their obligations under the Second Tier Scheme where any of the following circumstances apply:

- (a) no works are required under the Second Tier Scheme at the dwelling; or

- (b) all works or other measures required under the Second Tier Scheme at the dwelling have been undertaken satisfactorily; or
- (c) where there are existing defects in the dwelling and the owner and/or occupier of the dwelling is responsible for remedying them, the Airport Companies have notified the Council and the owner/occupier of the relevant dwelling of defects which must be remedied before the works under the Second Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
 - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Second Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under this Scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the dwelling under this Scheme and/or in the case of a listed building permission for inspection of the dwelling from the owner and (if different) the occupier of the dwelling on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
 - (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Second Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they have discharged their obligations under the Scheme.

14.2. Where the Airport Companies have discharged their obligations under paragraphs 14.1(c) and 14.1(d) above in respect of an Eligible Residential Dwelling they will nonetheless consider any future request from the owner/occupier of that Residential Dwelling to benefit from sound insulation works under this Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a dwelling which was eligible for the Second Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Second Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that dwelling to carry out the works under the Second Tier Scheme, in accordance with the procedure in section 13 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

15. Procedure for Installing Sound Insulation at Public Buildings (see Figure 1)

15.1. The Airport Companies will offer the owner and (if different) the occupier of each eligible Public Building the opportunity to have works undertaken at the Public Building pursuant to this Scheme in accordance with the procedures below.

15.2. Within 30 days of the publication of an Annual Performance Report which confirms for the first time that a Public Building is eligible for the Second Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of the Public Building of its eligibility and (subject to paragraph 15.4 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to undertake the inspection and survey of the building referred to at paragraph 10 above.

15.3. The Airport Companies will seek permission for carrying out works at the Public Building under this Scheme within six months of the date of receipt of written approval from the Council to the works contained in an approved survey report under paragraph 10 above.

15.4. Unless otherwise agreed with the Council if the Public Building is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:

- (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule pursuant to paragraph 11 above; or
- (b) the date of receipt of listed building consent (if required) for such works;

15.5. Subject to the grant of the requisite permission from the owner and (if different) the occupier of an Eligible Public Building and subject to paragraphs 15.6 to 15.8 below, the Airport Companies shall carry out the required scope of works at the Public Building under this Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council).

15.6. Prior to undertaking the works under the Second Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible Public Building and in so doing:

- (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;
- (b) the Airport Companies and the Council will agree which defects (if any) must be remedied to ensure that the works to be carried out under this Scheme can be undertaken satisfactorily and to the required acoustic standard.

- 15.7. If remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant Public Building and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under this Scheme can be undertaken.
- 15.8. If remedial work is required the Airport Companies will undertake the works under this Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.

16. Deemed Discharge of Obligations Owed to Public Buildings

- 16.1. In relation to any Eligible Public Building the Airport Companies will be deemed to have fully discharged their obligations under this Scheme where any of the following circumstances apply:
- (a) no works are required under the Second Tier Scheme at the Public Building; or
 - (b) all works or other measures required under the Second Tier Scheme at the Public Building have been undertaken satisfactorily; or
 - (c) (where there are existing defects in the Public Building) the Airport Companies have notified the Council and the owner/occupier of the relevant Public Building of the defects which must be remedied before the works under the Second Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
 - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Second Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council of these events; or

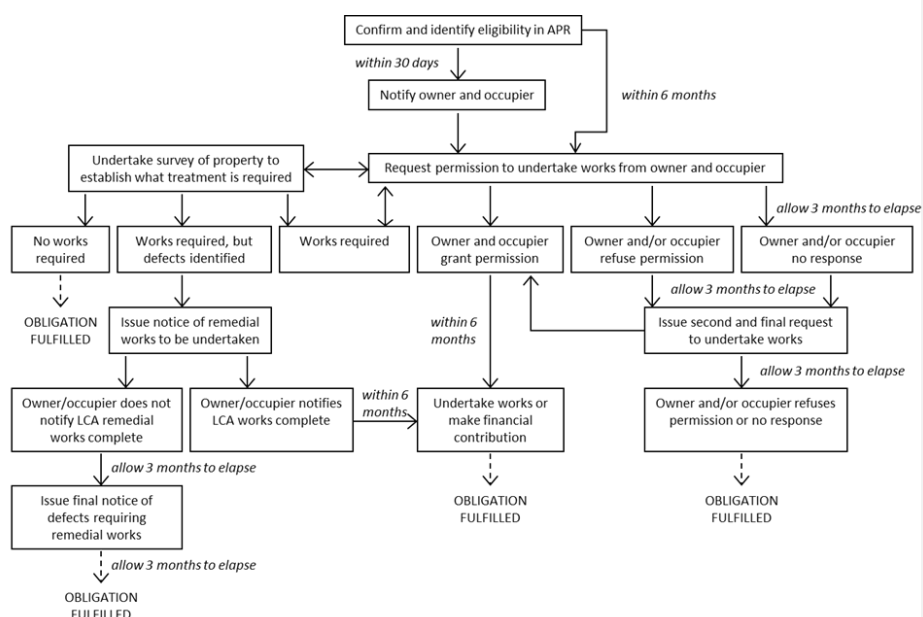
(d) the Airport Companies shall have sought permission to undertake works at the Public Building under the Second Tier Scheme and/or an inspection of the Public Building from the owner and (if different) the occupier of the building on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:

- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
- (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Second Tier Scheme; and
- (iii) at least three months have elapsed since the second occasion; and
- (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under this Scheme.

16.2. Where the Airport Companies have discharged their obligations under paragraphs 16.1(c) and (d) above in respect of an Eligible Public Building they will nonetheless consider any future request from the owner/occupier of that Public Building to benefit from sound insulation works under this Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a Public Building which was eligible for the Second Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Second Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that building to carry out the works under the Second Tier Scheme, in accordance with the procedure in section 15 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

17. **Figure 1**

The procedures described in the above paragraphs are illustrated in the step by step guide at Figure 1 below.



18. Council-Owned Properties

18.1. Where the Airport Companies are required to undertake works under the this Scheme to any Residential Dwelling or Public Building which is owned by or otherwise in the control of the Council:

- (a) the Airport Companies shall agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the works;

- (b) in the event that the Airport Companies are to undertake such works as set out above the date from which the time limit is calculated for seeking permission to carry out works pursuant this Scheme shall (unless the dwelling or the Public Building is a listed building) be the date of the agreement reached under paragraph 18.1(a) above (unless otherwise agreed with the Council).

Annexure 4
Track changed version of Annexure 12 – Intermediate Tier Scheme

ANNEXURE 12

Intermediate Tier Scheme

Purpose of Scheme

- 1 This scheme provides sound insulation and sound mitigation measures for Eligible Properties within the Actual 63 dB Contour (and additional contours as from Implementation of the S73 Permission) and includes the following:
 - 1.1 secondary glazing and sound attenuating ventilators or
 - 1.2 ~~a contribution of £3,000 Index Linked towards the cost of installing~~ high acoustic performance double glazing in addition to installation of sound attenuating ventilators with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs or
 - 1.3 provision for alternative measures or works of a similar or equivalent cost to the measures described in paragraphs 1.1 or 1.2 (whichever is greater) which shall be agreed with the Council where implementation of the measures provided for in this Scheme would not be practicable or would be detrimental to amenity.

Eligible Properties

- 2 A Residential Dwelling or a Public Building shall be an "Eligible Property" for this Scheme if it fulfils one of the criteria in sub-paragraph 2.1 and all of criteria (a) to (c) in sub-paragraph 2.2 below:
 - 2.1 *Age and Location of Dwelling*
 - (a) it is within the CADP 63 dB Contour and was existing at the date of this Agreement or was constructed subsequently pursuant to planning permission granted before the date of this Agreement; or
 - (b) it is outside the CADP 63 dB Contour but within the Future Growth 60dB Contour and was existing on the date of Deed of Variation Five or has been constructed subsequently pursuant to a planning permission granted before the date of Deed of Variation Five; or
 - ~~(b)(c) it is outside the Future Growth 60dB Contour-~~
 - 2.2 *Noise Exposure*
 - (a) It is
 - (i) within the Actual 63 dB Contour; or

(ii) within the Predicted Reduced 63dB Contour; or

(iii) within the Predicted 63 dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 63 dB Contour or the Predicted Reduced 63 dB Contour; ~~or and~~

(iv) as from the Implementation of the S73 Permission, if it is;

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(A) within the Actual 60dB Weekend Contour; or

(B) within the Predicted Reduced 60dB Weekend Contour; or

(C) within the Predicted 60dB Weekend Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 60dB Weekend Contour or the Predicted Reduced 60dB Weekend Contour; or

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(v) as from 1 January 2027, if it is:

(A) within the Actual 62dB Contour; or

(B) within the Predicted Reduced 62dB Contour; or

(C) within the Predicted 62dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 62dB Contour or the Predicted Reduced 62dB Contour; or

(vi) as from 1 January 2029, if it is:

(A) within the Actual 61dB Contour; or

(B) within the Predicted Reduced 61dB Contour; or

(C) within the Predicted 61dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within Actual 61dB Contour or the Predicted Reduced 61dB Contour; or

(vii) as from 1 January 2031, if it is:

(A) within the Actual 60dB Contour; or

(B) within the Predicted Reduced 60dB Contour; or

~~(A)~~(C) within the Predicted 60dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 60dB Contour or the Predicted Reduced 60dB Contour; and

(b) it has not already benefited from this- Scheme; and

- (c) it does not form part of a development which has been the subject of payment pursuant to NIPS 2 in anticipation of the development becoming eligible for the Intermediate Scheme

- and for the avoidance of doubt if the Residential Dwelling or Public Building has benefitted from the First Tier Scheme under this Agreement (or the First Tier Works under the 2009 Agreement) it may still be eligible for this Intermediate Tier Scheme.

Annual Performance Report

- 3** With effect from the Commencement of Development the Annual Performance Report shall specify the geographic area within which the properties which are eligible for this Scheme are situated.

Scope of Works – Residential Dwellings

- 4** The scope of works offered to an Eligible Property under the Intermediate Tier Scheme will be as follows where it is a Residential Dwelling:
- 4.1 Only the “Habitable Rooms” in a dwelling may benefit from the works undertaken pursuant to the Intermediate Tier Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m2 if the living room is less than 14 m2 or a kitchen in excess of 11 m2 where the living room is 14 m2 or more.
- 4.2 All elevations can benefit from works undertaken pursuant to the Intermediate Tier Scheme
- 4.3 The scope of works will be as follows:
- (a) (where practicable) secondary glazing and sound attenuating ventilators or
- (b) ~~a contribution of £3,000 Index Linked towards the cost of installing~~ high acoustic performance double glazing in addition to installation of sound attenuating ventilators with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs (payable within 30 days of satisfactory installation).
- 4.4 Where an existing Secondary glazed window within an Habitable Room with a primary single glazed window is found to be in satisfactory order the scope of works will be as follows:
- (a) Sound attenuating ventilators and
- (b) Alterations to the existing secondary glazed window to achieve an equivalent sound reduction index (100 to 3150 Hz) to the secondary glazing specification described in paragraph 4.6 below determined using BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications).

4.5 In the case of:

- (a) A dwelling with existing high acoustic performance double glazing or
- (b) a dwelling which is required by legislation or by a condition imposed on any planning permission for its construction to have noise insulation that achieves or exceeds the acoustic standard achieved by the Intermediate Tier Scheme

- the scope of works will be limited to sound-attenuating vents only.

4.6 Where secondary glazing is installed:

- (a) The type of secondary glazing units fitted shall relate to the form of the primary windows. The design of secondary units should facilitate cleaning of both surfaces of the primary windows from within the treated room. Secondary units shall be either a side-hung casement type, or horizontally or vertically sliding units. Costings and/or quotations shall be accompanied by full details of the systems offered.
- (b) The secondary system shall generally comprise 4mm float glass within white polyester powder-coated aluminium frames. 6mm float glass and toughened glass shall be used where required by B.S. 6206 for safety reasons. Anodic oxidation shall comply with British Standard 1615.
- (c) The minimum air gap between primary and secondary panes will be 100mm, where this can be accommodated within existing reveals. Where the reveal depth is insufficient to achieve an air gap of 100mm, secondary glazing shall be fitted flush with the inner face of existing walls subject to a minimum of 75mm being achieved. Where a minimum air gap of 75mm cannot be achieved within existing reveals and with the secondary glazing fitted flush with the inner face of existing walls boxing out of the reveals will be necessary. In these cases the reveals shall be boxed out to achieve a minimum reveal depth of 75mm. In addition, in all cases where a minimum gap of 100mm cannot be achieved the glass thickness of the secondary pane shall be increased to 6mm.
- (d) The top and side reveals between primary and secondary windows are to be lined with an approved sound absorbent material treated with a suitable fungicide.
- (e) The secondary glazing system is to be mounted on a timber frame with white gloss painted finish. Any gaps between sub-frame and reveal shall be sealed with an approved resilient sealant.
- (f) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.

- (g) Free hanging white venetian blinds with tilt mechanism (or similar) will be supplied and fitted between primary and secondary windows unless otherwise agreed with the owner of the dwelling.

4.7 Where high acoustic performance double glazing is installed:

- (a) The high acoustic performance double glazed unit shall generally comprise 10mm glass /12mm cavity/6.8mm acoustic laminated glass (or similar glass as approved by the Council) within a UPVC or aluminium frame (in the case of aluminium the colour will be variable according to the property being treated). Toughened glass shall be used where required for safety reasons.
- (b) The high acoustic performance double glazed unit shall be designed to comply with relevant thermal efficiency requirements of the Building Regulations (Approved Document L).
- (c) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.

4.8 Where Habitable Rooms have external doors, they will be fitted with weatherstrip seals to the thresholds, jambs and heads in order to achieve an acoustic standard which is, as far as practicable, compatible with high performance double glazing or secondary glazing fitted under this scheme. Opening fanlights over doors shall be sealed and fixed in a closed position. Glazed doors and fanlights shall not be fitted with secondary glazing where the sealing measures meet the acoustic standard specified in paragraph 4.4 above. Fully glazed or patio doors or French windows will be treated as windows for the purposes of the scope of works.

4.9 Acoustic ventilation shall (unless otherwise agreed with the Council) be offered within each Habitable Room and shall comprise either two permanent sound attenuating vents or one combined mechanical and permanent sound attenuating vent or one mechanical sound attenuating vent and one permanent sound attenuating vent. Where vents are installed:

- (a) The requirements of the Noise Insulation Regulations 1975 (as amended) regarding additional permanent sound attenuating vents for adequate ventilation for combustion appliances shall apply (unless otherwise agreed with the Council).
- (b) Existing air bricks within Habitable Rooms shall be blocked up (but flues and direct inlet ducts to combustion appliances shall not be blocked) or replaced by permanent sound attenuating vents as required.
- (c) The permanent and the combined mechanical and permanent vents shall (unless otherwise agreed with the Council) satisfy the specification requirements of the Noise Insulation Regulations 1975 (as amended) regarding their construction, installation, effective area, self-generated noise levels and sound attenuating performance.

- (d) The mechanical sound attenuating vent shall comprise a Siegenia-Aubi Aeropac SN Acoustic Ventilator or such other vent as may be agreed with the Council.

4.10 The Airport Companies shall be responsible for ensuring that the dwelling meets the ventilation requirements of the current Building and Gas Regulations on completion of the Intermediate Tier Scheme works. All additional ventilation shall be sound attenuated as provided in paragraph 1.9 above. However, any requirements for additional ventilation in the future arising from changes to the dwelling including its gas appliances or legislation shall be the responsibility of the dwelling owner.

4.11 An offer to install loft insulation in the eligible dwelling will be made in the following circumstances:

- (a) where no loft insulation is present in which case the Airport Companies will offer to install 250mm thick thermal grade mineral wool insulation in the loft; and
- (b) where existing loft insulation is found to be unsatisfactory in which case the Airport Companies will offer to add further layers of insulation to increase the total thickness of insulation in the loft to 250mm.

Scope of Works – Public Buildings

5 Where an Eligible Property is a Public Building the scope of works will be determined as follows:

- 5.1 the Airport Companies will seek permission to gain access to the Public Building to undertake an inspection and survey of the building;
- 5.2 the purpose of the inspection and survey will be to verify whether the sound insulation works undertaken as part of the First Tier Scheme (or the First Tier Works as part of the Past Noise Insulation Works) or as otherwise required by legislation or planning condition remain sufficient to satisfy current guidelines with respect to internal noise levels (having regard to the aircraft noise exposure levels envisaged in the future).
- 5.3 within three months of the inspection the Airport Companies shall submit to the Council for its approval in writing the survey report for the building which shall include the following:
 - (a) information on the existing and future aircraft noise levels;
 - (b) the acoustic performance of the existing building envelope;
 - (c) information on legislation and planning conditions relevant to the sound insulation of the building envelope; and
 - (d) any significant defects relating to the sound insulation performance of the building envelope;

- 5.4 the survey report will also identify the works (if any) which can reasonably be carried out to the Public Building to improve the sound insulation performance having regard to guidance on internal noise levels in BS 8233:2014 "Guidance on sound insulation and noise reduction for buildings" or Building Bulletin 93 "Acoustic Design of Schools" (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time). Any works must be designed to ensure that existing arrangements for ventilation are either maintained or improved in a manner that is reasonably consistent with the designed use of the Public Building.
- 5.5 the survey report shall be resubmitted to the Council for approval if the Council (acting reasonably) require changes to the works identified in the report;
- 5.6 the works set out in the approved survey report shall constitute the agreed scope of works for the relevant Public Building

Listed Buildings

- 6 Where an Eligible Property is a listed building i.e. it is included in a list compiled or approved by the Secretary of State under section 1 Planning (Listed Buildings and Conservation Areas) Act 1990, the scope of works will be dependent on the results of a survey of the premises:
 - 6.1 the Airport Companies will seek permission to gain access to undertake an inspection of the premises to assess its suitability for works under the Intermediate Tier Scheme;
 - 6.2 within three months of the inspection the Airport Companies will submit to the Council for written approval a survey report which will include information identifying the relevant listed building together with a schedule of the works which in the Airport Companies' opinion should be undertaken (subject to obtaining listed building consent) as part of the Intermediate Tier Scheme having regard to the listing particulars of that building and the objective of achieving the relevant acoustic standard;
 - 6.3 the survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report;
 - 6.4 within three months of [the later of the receipt of pre-application advice from the Council or](#) the receipt of the Council's approval of the survey report the Airport Companies will apply for listed building consent (if required) for any works included in the approved report;
 - 6.5 in the event that listed building consent is not obtained for the works specified in the approved report the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in any approved Revised Schedule within six months of the refusal of listed building consent (or such longer period as may be agreed by the Council);

- 6.6 if listed building consent is not granted for the works specified in the Revised Schedule, either through an application or appeal procedure, the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the relevant listed building having regard to its use.

Practicalities of Intermediate Tier Scheme

- 7 If it is agreed by the Council that the undertaking of works under the Intermediate Tier Scheme in the case of any given Eligible Property either
- 7.1 is not reasonably practicable; or
- 7.2 would be significantly detrimental to amenity; or
- 7.3 would increase the noise exposure for occupiers of the relevant property; or
- 7.4 would damage the integral structure of the building
- and that no works should therefore be undertaken at the relevant property, the Airport Companies shall have no further obligation under the Intermediate Tier Scheme in relation to that property Provided That as part of that agreement the Council and the Airport Companies may agree alternative measures to be undertaken by the Airport Companies of equivalent value to [the cost of installing secondary glazing and sound attenuating ventilators £3,000 Index-Linked.](#)

Procedure – Residential Dwellings

- 8 The Airport Companies will offer the owner and (if different) the occupier of each eligible dwelling the opportunity to have works undertaken at the dwelling pursuant to the Intermediate Tier Scheme in accordance with the following procedures (see also Fig. 1):
- 8.1 within 30 days of the publication of an Annual Performance Report which confirms for the first time that a dwelling is eligible for the Intermediate Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of that dwelling of its eligibility and (subject to paragraph 8.2 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to carry out the works under the Intermediate Tier Scheme;
- 8.2 (unless otherwise agreed with the Council) if the dwelling is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
- (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule or to any alternative measures pursuant to paragraph 6 above or

(b) the date of receipt of listed building consent (if required) for such works;

8.3 subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible dwelling and subject to paragraph 8.4 below, the Airport Companies shall carry out the required scope of works at the dwelling under the Intermediate Tier Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council);

8.4 prior to undertaking the works under the Intermediate Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible dwelling and in so doing:

(a) the Airport Companies will identify the current window specification (Secondary glazing/thermal double or single and opening type) and give written notice to the Council and the relevant owner and occupier of any significant defects to the primary and, if applicable, secondary glazing;

(b) the Airport Companies will agree with the Council

(i) which defects (if any) must be remedied to ensure that the works to be carried out under the Intermediate Tier Scheme can be undertaken satisfactorily and to the required acoustic standard and

(ii) (subject to paragraph 8.4(c) below) how the costs of any such remedial work will be apportioned as between the owner/occupier and the Airport Companies and (if undertaken by the Airport Companies) the timeframe for the remedial work.

(c) If an existing double glazed window within a Habitable Room of an eligible dwelling is found to have defects as a result of reasonable use the owner of the dwelling will be entitled to the following, at the Owner's election:

(i) remedial works to the existing double-glazed window and the provision of a secondary system and sound attenuating ventilators;

(ii) or a £3,000 Index Linked contribution towards the cost of installing or the installation of high acoustic performance double glazing and sound attenuating ventilators with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs (payable on satisfactory installation).

(d) if remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant dwelling and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under the Intermediate Tier Scheme can be undertaken;

(e) if remedial work is required the Airport Companies will undertake the works under the Intermediate Tier Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later;

~~(e)~~(f) if the owner of an eligible dwelling elects for the installation of high acoustic performance double glazing and sound attenuating ventilators, the Airport Companies will undertake the works within six months of receipt of notice from the owner/occupier in respect of the same (with the Airport Companies funding such installation up to the cost of installing secondary glazing and sound attenuating ventilators and the owner/occupier of the Eligible Property funding any additional costs);-

8.5 In relation to any eligible dwelling the Airport Companies will be deemed to have fully discharged their obligations under the Intermediate Tier Scheme where any of the following circumstances apply:

- (a) no works are required under the Intermediate Tier Scheme at the dwelling; or
- (b) all works or other measures required under the Intermediate Tier Scheme at the dwelling have been undertaken satisfactorily; or
- (c) (where there are existing defects in the dwelling and the owner and/or occupier of the dwelling is responsible for remedying them) the Airport Companies have notified the Council and the owner/occupier of the relevant dwelling of defects which must be remedied before the works under the Intermediate Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
 - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
 - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Intermediate Tier Scheme; and
 - (iii) at least three months have elapsed since the second occasion; and
 - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the dwelling under the Intermediate Tier Scheme and/or in the case of a listed building permission for

inspection of the dwelling from the owner and (if different) the occupier of the dwelling on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:

- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
- (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Intermediate Tier Scheme; and
- (iii) at least three months have elapsed since the second occasion; and
- (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme.

8.6 Where the Airport Companies have discharged their obligations under 8.5 (c) and (d) above in respect of a dwelling, they will nonetheless consider any future request from the owner/occupier of that dwelling to benefit from works under the Intermediate Tier Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a dwelling which was eligible for the Intermediate Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Intermediate Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that dwelling to carry out the works under the Intermediate Tier Scheme, in accordance with the procedure in this section 8 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

Procedure – Public Buildings

- 9 The Airport Companies will offer the owner and (if different) the occupier of each eligible Public Building the opportunity to have works undertaken at the Public Building pursuant to this Scheme in accordance with the procedures below (see also Fig.1):
- 9.1 Within 30 days of the publication of an Annual Performance Report which confirms for the first time that a Public Building is eligible for the Intermediate Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of the Public Building of its eligibility and (subject to paragraph 9.3 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to undertake the inspection and survey of the building referred to at paragraph 5 above.

- 9.2 The Airport Companies will seek permission for carrying out works at the Public Building under this Scheme within six months of the date of receipt of written approval from the Council to the works contained in an approved survey report under paragraph 5 above.
- 9.3 Unless otherwise agreed with the Council if the Public Building is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
- (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule pursuant to paragraph 6 above; or
 - (b) the date of receipt of listed building consent (if required) for such works;
- 9.4 Subject to the grant of the requisite permission from the owner and (if different) the occupier of an Eligible Public Building and subject to paragraphs 9.5 to 9.7 below, the Airport Companies shall carry out the required scope of works at the Public Building under this Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council).
- 9.5 Prior to undertaking the works under the Intermediate Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible Public Building and in so doing:
- (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;
 - (b) the Airport Companies and the Council will agree which defects (if any) must be remedied to ensure that the works to be carried out under this Scheme can be undertaken satisfactorily and to the required acoustic standard.
- 9.6 If remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant Public Building and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under this Scheme can be undertaken.
- 9.7 If remedial work is required the Airport Companies will undertake the works under this Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.
- 9.8 In relation to any Eligible Public Building the Airport Companies will be deemed to have fully discharged their obligations under this Scheme where any of the following circumstances apply:
- (a) no works are required under the Intermediate Tier Scheme at the Public Building; or
 - (b) all works or other measures required under the Intermediate Tier Scheme at the Public Building have been undertaken satisfactorily; or

(c) (where there are existing defects in the Public Building) the Airport Companies have notified the Council and the owner/occupier of the relevant Public Building of the defects which must be remedied before the works under the Intermediate Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:

- (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
- (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Intermediate Tier Scheme; and
- (iii) at least three months have elapsed since the second occasion; and
- (iv) the Airport Companies have notified the Council of these events; or

(d) the Airport Companies shall have sought permission to undertake works at the Public Building under the Intermediate Tier Scheme and/or an inspection of the Public Building from the owner and (if different) the occupier of the building on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:

- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
- (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Intermediate Tier Scheme; and
- (iii) at least three months have elapsed since the second occasion; and
- (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under this Scheme.

9.9 Where the Airport Companies have discharged their obligations under paragraphs 9.8(c) and (d) above in respect of an Eligible Public Building they will nonetheless consider any future request from the owner/occupier of that Public Building to benefit from sound insulation works under this Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a Public Building which was eligible for the Intermediate Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the

Intermediate Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that Public Building to carry out the works under the Intermediate Tier Scheme, in accordance with the procedure in this section 9 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

- 10 The procedures described in paragraphs 8 and 9 are illustrated in the step by step guide at Figure 1.

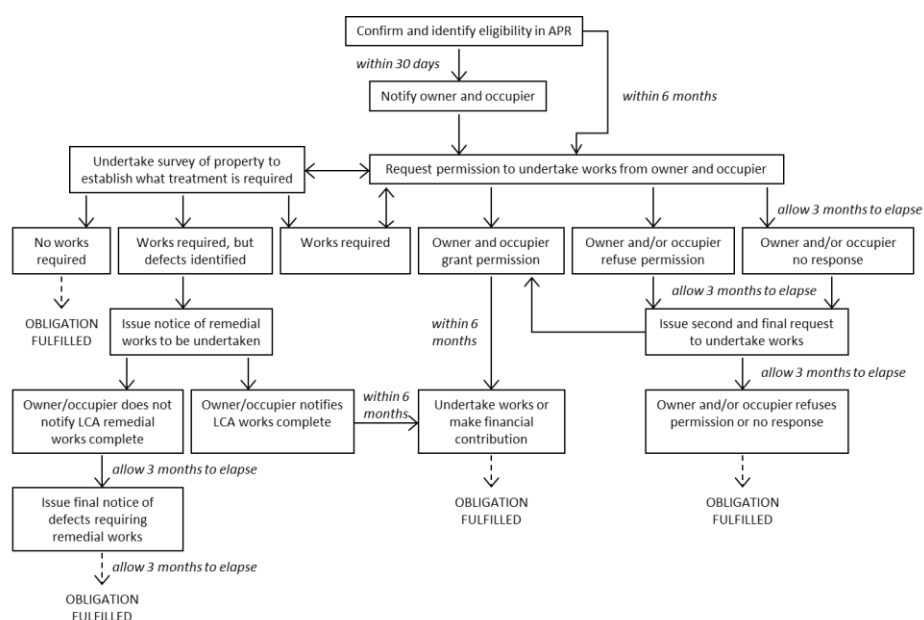


Figure 1

Council-owned properties

- 11 Where the Airport Companies are required to undertake works under the Intermediate Tier Scheme to any Residential Dwelling or Public Building which is owned by or otherwise in the control of the Council:
- 11.1 the Airport Companies shall agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the works;

- 11.2 in the event that the Airport Companies are to undertake such works as set out above the date from which the time limit is calculated for seeking permission to carry out works pursuant the Intermediate Tier Scheme shall (unless the dwelling is a listed building) be the date of the agreement reached under paragraph 11.1 above (unless otherwise agreed with the Council).

Annexure 5
Track changed version of Annexure 6 – Reinspection Scheme

ANNEXURE 6

Reinspection Scheme

Scope of Works

- 1 If following an inspection of an eligible dwelling or eligible Public Building it is established that the works undertaken there pursuant to the Past Noise Insulation Works or the CADP Noise Insulation Schemes (as the case may be) have not been altered since they were completed and that the works do not satisfy the acoustic standard for the works prevailing at the time that they were installed the Airport Companies will offer such further works as may be necessary to ensure that the acoustic standard is achieved.

Procedure

- 2 The Airport Companies will offer the Reinspection Scheme to an eligible dwelling or Public Building in accordance with the following procedures:
 - (a) within two months of the date of publication of an Annual Performance Report which confirms for the first time that the relevant dwelling or Public Building is eligible for the Reinspection Scheme request access to the dwelling or building from ~~the owner and (if different)~~ the occupier to undertake an inspection of the dwelling or building;
 - (b) Unless otherwise agreed with the Council within 12 months of receiving permission to gain access the Airport Companies shall undertake an inspection of the glazing elements, mechanical ventilation and modifications to external doors in the dwelling or building which formed part of the Past Noise Insulation Works or the works under the CADP Noise Insulation Schemes (as the case may be).
 - (c) Within three months of the inspection seek permission from ~~the owner and (if different)~~ the occupier and (if required) the owner to undertake the necessary scope of works.
 - (d) Undertake the necessary works within six months of receiving permission from ~~the owner and (if different)~~ the occupier and (if required) the owner.
- 3 If any of the further works required under the Reinspection Scheme are required to any dwelling or Public Building which is or forms part of a listed building:
 - (a) the Airport Companies will (unless otherwise agreed with the Council):
 - (i) within three months of the inspection of the dwelling or building in accordance with the above procedure submit to the Council for written approval sufficient information to identify the listed building together with a schedule of any works which in the Airport Companies' opinion should be undertaken to the dwelling or

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building as part of the Reinspection Scheme having regard to the listing particulars of that building and subject to listed building consent (if required);

- (ii) before seeking permission from ~~the owner and (if different)~~ the occupier and (if required) the owner to undertake any works but not later than three months following receipt of the Council's written approval of the schedule of works apply for listed building consent (if required) for any works described in the approved schedule of works;
- (iii) within three months of the date of receipt of written approval of the schedule of works from the Council or the date of receipt of listed building consent for such works if required (whichever is later), the Airport Companies will seek permission from ~~the owner and (if different)~~ the occupier and (if required) the owner of the relevant dwelling or building to undertake the approved works.

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- (b) in the event that listed building consent is not obtained for the works specified in the approved schedule of works, either through an application or appeal procedure, the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in the approved Revised Schedule within six months of refusal of listed building consent (or such longer period as may be agreed by the Council);
- (c) in the event that listed building consent is not granted for the works in the approved Revised Schedule the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the listed building having regard to its use (and paragraphs 3(a)(ii) and (iii) will apply to those alternative measures as if they were a schedule of works approved by the Council;
- (d) the Airport Companies will undertake the approved works or the approved alternative measures at the relevant dwelling or public building within six months of the date of receipt of permission from ~~the owner and (if different)~~ the occupier and (if required) the owner.

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4 If any dwellings or Public Buildings owned by or otherwise in the control of the Council become eligible under the Reinspection Scheme:

- (a) the Airport Companies will agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the relevant works;
- (b) if it is agreed that the Airport Companies will undertake the works then:
 - (i) within 3 months of that agreement (unless otherwise agreed with the Council) the Airport Companies will in place of the requirement to seek permission from individual owners and occupiers seek permission from the Council (or any manager of

the dwellings or Public Buildings acting on behalf of the Council) to carry out the works;

- (ii) provided that the Council (or the manager acting on its behalf) has secured all necessary consents from other owners or occupiers of the relevant dwellings or Public Buildings, the Airport Companies will (unless otherwise agreed with the Council) carry out the necessary works to the dwellings or buildings within six months of the date of receipt of the permission from the Council or the relevant manager acting on the Council's behalf.

5 In relation to any eligible dwelling or eligible Public Building the Airport Companies will be deemed to be fully discharged from their obligations to undertake inspection and any works under the Reinspection Scheme in the event that:

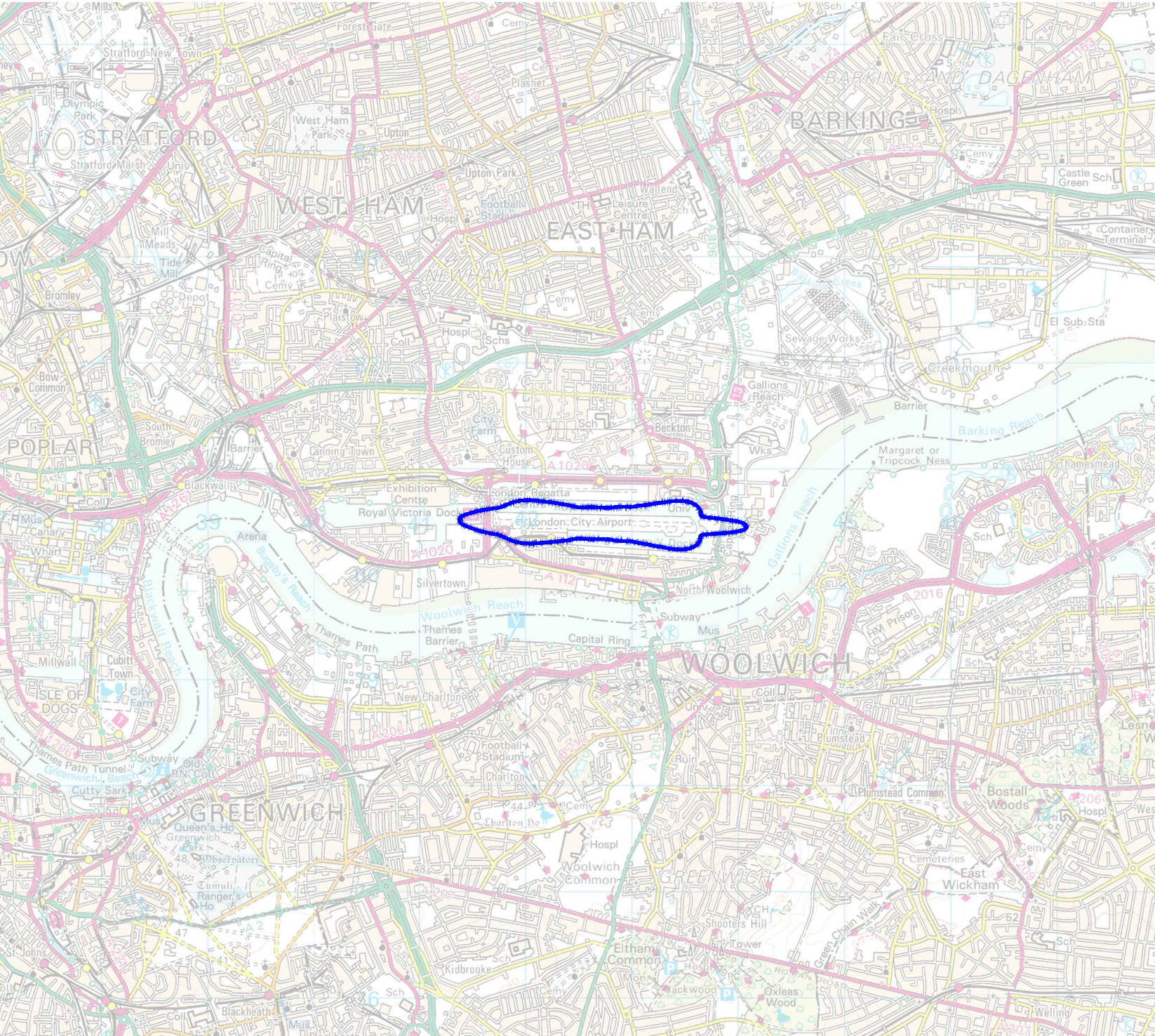
- (a) the inspection and (if required) the relevant works have been completed satisfactorily;
- (b) the Airport Companies have sought consent to gain access for inspection from ~~the owner and (if different)~~ the occupier on at least two occasions and no such consent has been given (either because it has been refused or ~~the owner or~~ the occupier has failed to answer) PROVIDED THAT the second occasion on which the Airport Companies seek consent is at least three months after the first occasion and on the second occasion ~~the owner and (if different)~~ the occupier are-is notified in writing that this represents the final opportunity to give consent and benefit from the Reinspection Scheme;
- (c) the Airport Companies have sought consent to gain access and to carry out the necessary works at the dwelling or building from ~~the owner and (if different)~~ the occupier and (if required) the owner on at least two occasions and no such consent has been given (either because it has been refused or the owner or (if different) the occupier has failed to answer) Provided That the second occasion on which the Airport Companies seek consent is at least three months after the first occasion and on the second occasion ~~the owner and (if different)~~ the occupier and (if required) the owner is/are notified in writing that this represents the final opportunity to give consent and benefit from the Reinspection Scheme;
- (d) the Airport Companies have notified the Council in writing of these events.

6 The Airport Companies shall keep records of the Reinspection Scheme in relation to each year of eligibility for a period of five years, and upon request by the Council, produce copies of such records to the Council to assist the Council in verifying the effective operation of the Reinspection Scheme.

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Annexure 6
Plans 20, 21, 22 and 23



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Future Growth Night Contour
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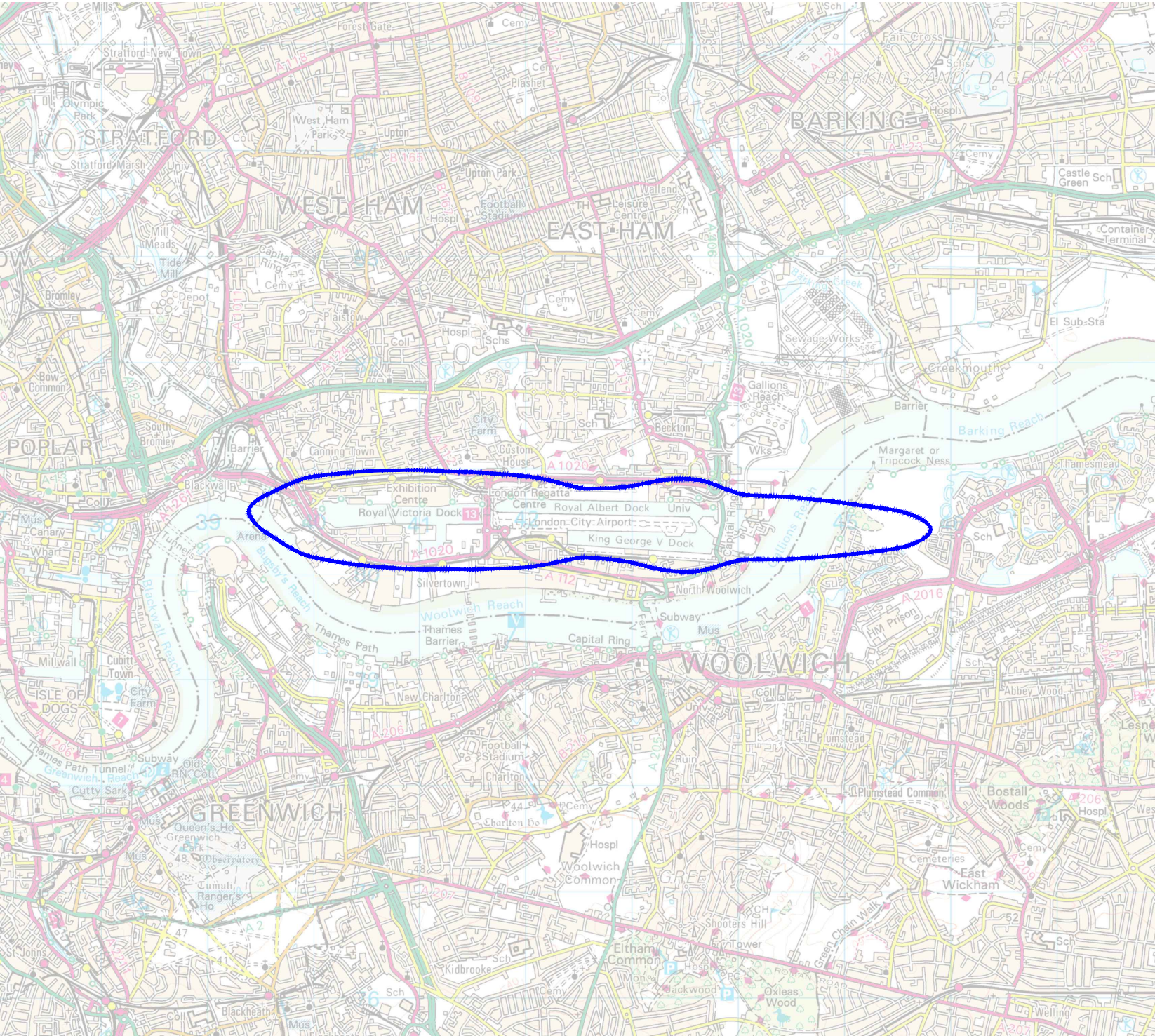
Plan 20
Future Growth 55 dB Night Contour

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DATE: November 2023 SCALE: 1:50,000@A4

FIGURE No:
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A11407_09_DR114_1.0



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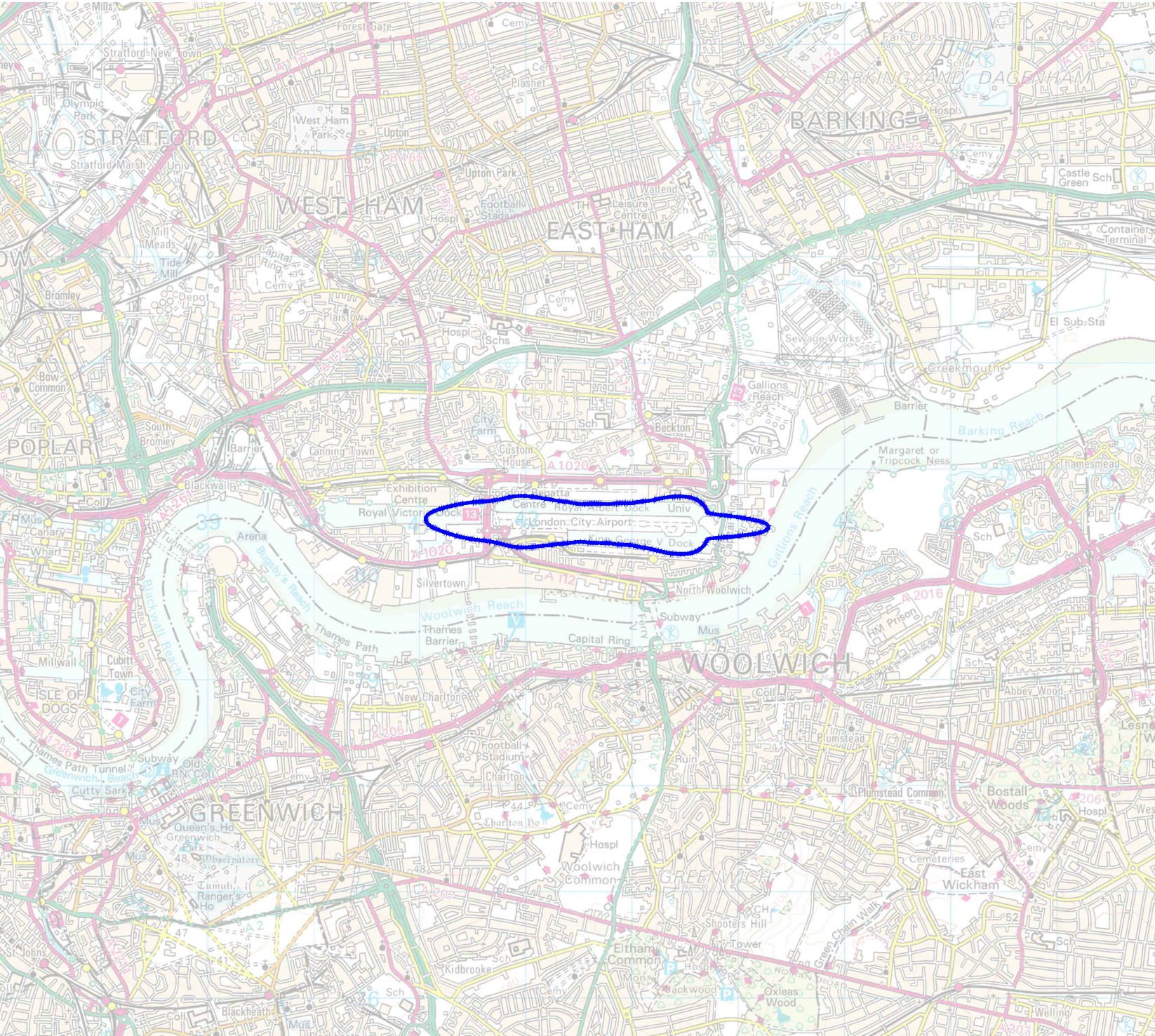
London City Airport
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Plan 22
Future Growth 60 dB Contour

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FIGURE No:
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Plan 23
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FIGURE No:
A11407_09_DR116_1.0

DATED

2024

London Borough of Newham (1)

London City Airport Limited (2)

Docklands Aviation Group Limited (3)

NatWest Markets plc (4)

Transport for London (5)

Deed of Variation

**pursuant to Section 106 and Section 106A of the
Town and Country Planning Act 1990 relating to**

**Development at London City Airport, Royal
Docks, London E16 2PX**
