

**DATED            5<sup>th</sup> FEBRUARY 2001**

**(1) GATWICK AIRPORT LIMITED**

**-and-**

**(2) WEST SUSSEX COUNTY COUNCIL**

**-and-**

**(3) CRAWLEY BOROUGH COUNCIL**

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**AGREEMENT PURSUANT TO:**

**S. 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990;  
AND  
S. 111 OF THE LOCAL GOVERNMENT ACT 1972**

**RELATING TO GATWICK AIRPORT**

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**M. P. KENDALL**  
COUNTY SECRETARY  
WEST SUSSEX COUNTY COUNCIL  
Ref: SJP/PCR/1M/25C

**THIS AGREEMENT** is made the 5th day of February 2001

**BETWEEN:**

**GATWICK AIRPORT LIMITED** whose registered office is at 130 Wilton Road London SW1V 1LQ ('the Company');

**WEST SUSSEX COUNTY COUNCIL** of County Hall West Street Chichester West Sussex PO19 1RQ ('the County Council'); and

**CRAWLEY BOROUGH COUNCIL** of Town Hall The Boulevard Crawley West Sussex RH10 1UZ ('the Borough Council')

**RECITALS**

- A Words and phrases used in this Deed are defined in Clause 2;
- B. The Company operates Gatwick Airport and is seised of an estate in fee simple of the land in the Borough of Crawley West Sussex identified in the First Schedule ('the land');
- C. The Crawley Borough Local Plan 2000 defines the boundary of Gatwick Airport in the Borough of Crawley West Sussex and contains policies relating to airport and airport related development within that boundary;
- D. The County Council is: the highway authority within the meaning of section 1 (2) of the Highways Act 1980 for the area in which the land is situated; a local planning authority within the meaning of section 1 of the Act; and a local authority for the purposes of section 111 of the Local Government Act 1972;
- E. The Borough Council is: the local planning authority for the area in which the land is situated; a local planning authority within the meaning of section 1 of the Act; and a local authority for the purposes of section 111 of the Local Government Act 1972;
- F. Around 32 million passengers used the Airport in the 12 month period to 31<sup>st</sup> December 2000
- G. The Company has on the 27<sup>th</sup> day of July 2000 published a Sustainable Development Strategy which provides stakeholders with assurances as to the manner in which the Company's management of the airport's operation and its planning and development of new facilities (in growing the number of passengers using the Airport to around 40 million per year by 2008 on the basis of a two terminal single runway operation) will pursue the objectives of sustainable development delivering the social and economic benefits associated with air travel and airport employment whilst using all reasonably practicable means of minimising the associated impacts on the environment on the number of road journeys and on resource use;

- H. The Borough Council has adopted Supplementary Planning Guidance which recognises the potential growth in the number of passengers using the Airport to around 40 million people per year by 2008;
- I. On the 13<sup>th</sup> August 1979 the British Airports Authority and the County Council entered into an agreement under section 52 of the Town and Country Planning Act 1971 whereunder the British Airports Authority covenanted inter alia for a period of 40 years from the said date not to construct a second operational runway at or in the vicinity of Gatwick Airport. No part of that agreement is altered limited extended or affected in any way by this Agreement;
- J. In support of its Sustainable Development Strategy the Company proposes to enter into an agreement with the County Council under section 278 of the Highways Act 1980 and is entering into this Agreement; and
- K. A Memorandum of Understanding is proposed to be entered into between the County Council the Borough Council Surrey County Council Mole Valley District Council Reigate and Banstead Borough Council Tandridge District Council Horsham District Council Mid Sussex District Council and East Sussex County Council relating inter alia to liaison and consultation with the other local authorities on planning applications and other planning proposals at the Airport which will have an impact beyond the Airport boundary surface access the Community Trust and monitoring arrangements in this Agreement to ensure that the interests of adjoining authorities are fully taken into account.

## **DECLARATION**

For the avoidance of doubt this Agreement does not remove or limit any legal requirement on the part of the Company to secure planning permission or any other necessary consent for any development proposed at the Airport or elsewhere and for the further avoidance of doubt although any application for such permission or consent shall be considered in the context of this Agreement and the Supplementary Planning Guidance identified in Recital H above there shall be no fetter by reason of this Agreement or the Supplementary Planning Guidance or any other reason on the discretion of any Local Authority in its determination of any such application such determination to include the determination of the appropriateness of any further Agreements under s.106 of the Act

## **OPERATIVE PROVISIONS**

- 1.1 This Deed is made pursuant to section 106 of the Act and section 111 of the Local Government Act 1972 and any obligations contained herein falling within the provisions of section 106 of the Act are planning obligations for the purposes of that section
- 1.2 This Agreement is enforceable by both the Borough Council and the County Council as local planning authorities for the area in which the land is situated

- 1.3 The Company shall not be liable for breach of any obligation provision requirement condition or other burden (hereinafter collectively referred to as 'the obligations') contained in this Agreement after it shall have parted with all interest in the land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest
- 1.4 Without prejudice to the enforceability of the obligations (or any of them) against a person deriving title from the Company the Company shall before disposing of a freehold interest in the land or any part thereof ensure that the purchaser of such interest shall enter into an agreement with the Borough Council and the County Council whereby the said purchaser shall agree to be bound by the obligations contained herein save where the Borough Council and the County Council agree in writing that any such obligation does not reasonably relate to the land transferred (such agreement not to be unreasonably withheld)
- 1.5 Obligations contained in this Agreement shall be discharged on and no party to this Agreement shall be bound by any obligation contained herein after:
- (i) 31<sup>st</sup> March 2009; or
  - (ii) if earlier the expiry of three months from the date on which the Company serves written notice on the Borough Council and the County Council (or if the Borough Council and the County Council are served such notice on different dates the expiry of three months from the later of the two dates) stating that in the Company's opinion the Borough Council and/or (as appropriate) the County Council have/has adopted any policy (or policies) in a development plan or in further supplementary planning guidance which affects (or affect) either directly or indirectly the growth in the number of passengers using the Airport to 40 million per year by 2008 and which is (or are) materially different in form and/or effect to those contained in the Supplementary Planning Guidance and that any such policy (or policies) has (or have) not been adopted to accord with the requirements of Government regulations and/or Policy and/or EU Directives; Save that that the parties to this Agreement shall not be discharged by reason of the operation of this sub-clause if before the expiry of the above three month period the Borough Council and/or the County Council shall serve a written counter-notice on the Company stating that in its opinion no such policy (or policies) has (or have) been adopted or that any such policy (or policies) as has (or have) been adopted accord with Government regulations and/or Policy and/or EU Directives whereupon the matter may be referred to arbitration in accordance with the provisions of clause 4.2 4.3 4.4 and 4.5
- 1.6 The parties hereto shall in good faith commence not later than the 31<sup>st</sup> day of March 2006 a process of negotiation with the aim of extending the life of this Agreement beyond the 31<sup>st</sup> March 2009
- 1.7 This Agreement is a land charge and shall be registered by the Borough Council as such

## WORDS AND PHRASES

2.1 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meaning:

**“the Act”**

the Town and Country Planning Act 1990 as amended

**“Air Noise”**

noise attributable to aircraft in flight to and from the Airport including that occurring on the runway during their landing and take off

**“Aircraft Stand”**

an area on Airport provided for the stationing of aircraft for the embarkation and disembarkation of passengers the loading and unloading of cargo and for parking which for the avoidance of doubt (i) does not preclude the simultaneous use of a large (“MARS”) Aircraft Stand by two aircraft of smaller size than the large aircraft types for which the Aircraft Stand is principally configured and (ii) does not include apron areas leased to airlines or located within maintenance zones

**“Airport”**

that land defined in Schedule 1 hereto

**“Airport Transport Strategy”**

a document produced in June 2000 consistent with DETR guidance on airport transport forums and airport surface access strategies that sets out challenging short and long term surface access targets a strategy for achieving those targets and includes a monitoring system and processes to enable the strategy to be reviewed

**“Auxiliary Power Unit”**

an auxiliary engine on an aircraft used to provide electrical energy to the aircraft whilst the aircraft is on stand (used for air-conditioning the aircraft while on stand for supplying electrical power and other aircraft services and for engine start-up)

**“Brockley Wood”**

all that area of land shown coloured green on Plan 1

**“Bus Operator”**

an individual or undertaking providing stage express or contract road passenger carriage services as defined in the Public Passenger Vehicles Act 1981 and the Transport Act 1985

**“Certificated Noise Performance”**

the performance in accordance with International Civil Aviation Organisation noise certification test procedures as reported by the Civil Aviation Authority or other relevant certificating authority for the time being

**“Chapter 2 Aircraft ”**

aircraft as so defined in Annex 16 Vol 1 of the Chicago Convention on Aircraft 1981

**“Chapter 3 Aircraft”**

aircraft as so defined in Annex 16 Vol 1 of the Chicago Convention on Aircraft 1981

**“Chapter 3 limits”**

the maximum noise levels allowed for Chapter 3 Aircraft by International Civil Aviation Organisation Annex 16 Volume 1

**“Continuous Descent Approach Procedure”**

a procedure whereby descent from 5,500 feet to landing does not include any level flight segments of more than 2.5 nautical miles

**“Community location”**

Any of the 26 locations identified in the plan in Schedule 13 hereto

**“Community Trust”**

the Trust set up in accordance with Schedule 8 hereto

**“the Consortium”**

the Thameslink 2000 Consortium being an organisation of some 140 members including local authorities business groups regional development agencies and transport interests in support of proposals to enhance and expand the Thameslink 2000 service throughout London the Southeast and East of England

**“Development”**

shall have the meaning ascribed to it in section 55 of the Act

**“Development plan”**

shall have the meaning ascribed to it by section 336(1) of the Act

**“Environmental Consultant”**

an independent environmental consultant or consultants appointed jointly by the Company the County Council and the Borough Council

**“FastWay”**

a dedicated bus service operating in the Crawley/Gatwick/Horley area including segregation from other road traffic with sections of bus priority and guided trackway to be implemented in the context of approved 5 year Local Transport Plans for West Sussex and Surrey and for which government funding was confirmed on 14<sup>th</sup> December 2000 in the sum of nine million eight hundred and eighteen thousand pounds (£9,818,000)

**“Fixed Electrical Ground Power”**

a system by which electrical power is provided to an aircraft whilst the aircraft is on stand to be distinguished from Auxiliary Power Units and Ground Power Units

**“Fixed Noise Monitoring Locations”**

those locations defined in the Civil Aviation Authority Document UK AIP (1 Jan 98) AD 2-EGKK-1-13. The OS co-ordinates being TQ2227 3923; TQ 2166 3878; TQ 2170 3939; TQ 3180 4140; TQ 3176 4177

**“Flight Operations Performance Committee”**

the Committee established by the Company with Gatwick airlines NATS and the Department of Environment Transport and the Regions to ensure the development of best practice in flight operations by all airlines using London Gatwick Airport in order to minimise the effect on the local community and maximise capacity opportunities whilst ensuring that safety continues to be given the highest priority at all times

**“Gatwick Area Transport Forum”**

a forum of airport and local interests set up under Government guidelines to draw up targets for decreasing the proportion of private car journeys to the airport to devise a strategy to achieve the targets and to oversee its implementation

**“Gatwick Airport Transport Conference”**

a conference event at which airport companies transport operators local authorities local interest groups and government representatives attend to hear and discuss airport and local transport issues

**“Gatwick Direct Bus Service”**

a local bus service providing a direct route between Broadfield Crawley and Horley via Manor Royal Crawley and Gatwick Airport

**“Ground Noise”**

noise generated by operations at the Airport (other than by aircraft in flight taking off or landing but including Ground Noise Caused by Aircraft Operations)

**“Ground Noise caused by Aircraft Operations”**

noise caused by aircraft taxiing (including all holding engine start-up and shut-down procedures during taxiing) auxiliary power units on aircraft and ground running of aircraft engines during maintenance and testing

**“Ground Power Unit”**

mobile equipment used to provide electrical power to aircraft on stand

**“High Power Engine Testing”**

the testing of aircraft engine at any power above ground idle

**“Highway Authority”**

a highway authority as defined in section 1 of the Highways Act 1980

**“Local Authority”**

a Local Authority as defined in section 1 of the Act

**“Local Road Network”**

the network made up of all roads within 5 miles of the Airport boundary with the exception of motorways and trunk roads for which the Highways Agency is responsible and of roads within the Crawley town centre as defined in the Crawley Borough Local Plan

**“Mole Management Plan”**

a detailed management and monitoring plan for the diverted River Mole developed in association with the Environment Agency

**“NATS”**

National Air Traffic Services Limited

**“Night Quota Period”**

2330 to 0600 (local times)

**“Night period”**

2300 to 0700 (local times)

**“Noise Supplements”**

supplements to the charges normally paid by aircraft operators for the landing taking-off and parking of aircraft to which operators may be subject in respect of aircraft departures which infringe noise thresholds measured by the noise monitoring system

**“North West Zone”**

that part of the Airport shown coloured purple on Plan 1

**“Off-Airport parking”**

parking provided primarily for airport users other than on the Airport

**“the Outfall”**

the point at which water is discharged from Gatwick Balancing Pond D to the River Mole

**“Povey Cross”**

the point at which road access to the Airport is gained from Povey Cross Bridge (marked on Plan 1 for identification purposes only)

**“Revenue from Fare Box Receipts and other Attributable Revenues”**

income collected from fare-paying passengers on the Gatwick Direct Bus Service and other income collected from travelcards and concessionary fares and other similar pre-paid or discounted tickets off bus

**“Staff”**

persons whose employment is based at the Airport

**“Staff Car Park Pass Holder”**

a person authorised to use one or more of the staff car parks at the Airport for their personal use when required to be at the Airport on duty at or from the Airport and at no other time

**“Supplementary Planning Guidance”**

the Supplementary Planning Guidance entitled Development of Gatwick Airport prepared in accordance with Planning Policy Guidance Note 12 and adopted by the Borough Council on the date hereof

**“Surrey Local Authorities”**

Surrey County and District Councils comprised within the Area of Benefit as defined in the draft trust deed in Appendix 2 annexed hereto

**“Sustainable Development Strategy”**

the document entitled Gatwick Airport Sustainable Development Strategy and its Appendices A-Y published by the Company in July 2000

**“Thameslink 2000 project”**

a rail based project comprising infrastructure improvements principally through central London and an enhanced pattern and frequency of services to regional areas north and south of London including Gatwick Airport

reference to any Act includes a reference to any Act for the time being in force amending or replacing the same; and

reference to the Company shall include reference to its successors in title and reference to the County Council and the Borough Council shall include their respective successors to their statutory duties and powers

- 2.2 If any of the definitions of the words and phrases in Clause 2.1 above is rendered obsolete prior to the determination of this Agreement replacement definitions may be substituted by agreement between the parties evidenced in writing and signed by the Company the County Council and the Borough Council and in that event a copy thereof shall be placed with the Agreement and shall be recorded by the Borough Council in the Land Charges register
- 2.3 References herein to the singular include the plural and vice versa

## **COVENANTS**

- 3.1 The Company hereby covenants to comply with the obligations set down in Schedules 2 3 4 5 6 7 8 9 and 10 hereto
- 3.2 The Borough Council hereby covenants to comply with the obligations set down in Schedule 11 hereto
- 3.3 The County Council hereby covenants to comply with the obligations set down in Schedule 12 hereto

## **RESOLUTION OF DISPUTES**

- 4.1 In the event of any dispute between the parties to this Agreement as to any of the provisions of this Agreement any of the parties may refer such dispute to arbitration whereupon Clauses 4.3 and 4.4 shall apply
- 4.2 In the event that a counter-notice is served under Clause 1.5(ii) above the question of whether the Borough Council and/or (as appropriate) the County Council have/has adopted any policy (or policies) in a development plan or in further Supplementary Planning Guidance which affects (or affect) either directly or indirectly the growth in the number of passengers using the Airport to 40 million per year by 2008 and which is (or are) materially different in form and/or effect to those contained in the Supplementary Planning Guidance ('the Question') may be referred to arbitration by any of the parties to this Agreement whereupon clauses 4.3 4.4 and 4.5 below shall apply
- 4.3 Such dispute as is mentioned in Clause 4.1 and 4.2 above shall only be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement between the parties to this Agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to this Agreement as to the dispute and his costs shall be payable by the parties to this Agreement in such proportion as he shall determine (or failing such determination in equal shares)
- 4.4 In the absence of agreement between the parties to this Agreement as to the appropriate professional qualifications of the person to whom the dispute is to be referred or as to the appropriate professional body then the question of the appropriate professional qualifications or professional body shall be referred to a solicitor to be appointed by the President (or equivalent person) for the time being of the Law Society of England and Wales on the application of any of the parties to the Agreement and the decision of the solicitor as to the professional qualifications or the appropriate professional body shall be final and binding on the parties to the Agreement and his costs shall be payable by the parties to the Agreement in such proportion as he shall determine (or failing such determination in equal shares)

4.5 If in the opinion of the person to whom the Question is referred the Borough Council and/or (as appropriate) the County Council have/has adopted any policy (or policies) in a development plan or in further Supplementary Planning Guidance other than to accord with the requirements of Government Regulations and/or Policy and/or EU Directives which affects (or affect) either directly or indirectly the growth in the number of passengers using the Airport to 40 million per year by 2008 and which is (or are) materially different in form or effect to those contained in the Supplementary Planning Guidance no party to this Agreement shall be bound by any obligation contained herein from the date of the Arbitrator's decision and the obligations contained in this Agreement shall be discharged on that date. For the avoidance of doubt If the appointed person is not of the above opinion this Agreement shall continue in force as if a notice under paragraph 1.6(ii) above had not been served

## **HEADINGS**

5.0 The headings in this Agreement are for convenience only and shall not be taken into account in the construction and/or the interpretation of this Agreement

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## **SCHEDULE 1**

All that land which is edged red for identification purposes only on Plan 1 annexed hereto and which for the avoidance of doubt does not include any land not in the Borough of Crawley

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## **SCHEDULE 2**

### **OBLIGATIONS RELATING TO SURFACE ACCESS TO THE AIRPORT**

#### **Obligation 2.1**

- (i) Not to permit the use of any public or common user staff car parks on the Airport without charging each user a levy (whether directly or indirectly) at least equal to the amount that such user was (or would be) charged when (or had) they used such car parks during the financial year 2000-2001; and
- (ii) To use the income raised by such on-Airport car parking levy to finance initiatives (such initiatives to be the subject of consultation with the Gatwick Area Transport Forum the County Council and the Borough Council) which promote in accordance with the Airport Transport Strategy the use by passengers and staff travelling overland to and from the Airport of modes of transport other than the private car and with regard to staff travel the encouragement and promotion of car sharing

**SAVE** that this Obligation 2.1 shall determine absolutely in the event that a levy is raised by the County Council as highway authority inter alia on vehicles leaving or entering the Airport or on vehicles using the Local Road Network (other than for on-street parking) or using the Airport roads or on-Airport parking facilities

#### **Obligation 2.2**

- (i) To fund improvements (the amount of such funding to be not in excess of three million pounds (£3,000,000)) to any infrastructure on the Airport related to the operation of FastWay;
- (ii) To pay to the County Council within 6 months of this Agreement or by such other date as is agreed by the parties hereto a sum of one million pounds (£1,000,000) such sum to be used for the improvement of off-airport infrastructure related to the operation of FastWay which may be used in relation to such infrastructure improvements in West Sussex and Surrey; and
- (iii) To identify to the Borough Council and the County Council a member of the Company's staff to help co-ordinate the implementation of on-Airport infrastructure works

#### **Obligation 2.3**

Subject to the Company receiving the Revenue from Fare Box Receipts and other Attributable Revenues over the life of the contract for the Gatwick Direct Bus Service and subject to the County Council letting the said contract to the Bus Operator to pay to the County Council the sum of eight hundred and thirty three thousand eight hundred pounds (£833,800) per annum to subsidise the use and/or operation of the said service until May 2002

#### **Obligation 2.4**

To use reasonable endeavours to actively support the implementation of the Thameslink 2000 project through membership of the Consortium

#### **Obligation 2.5**

To work with relevant stakeholders to prepare and submit to the Borough Council and the County Council by 31 March 2002 a strategy containing options and related timescales for the improvement of the coach station facilities at South Terminal such options to include short term options for improvements which (subject to all necessary consents) the Company will use reasonable endeavours to implement within the first three years of the strategy timescale should major improvement works not be feasible within that period

#### **Obligation 2.6**

To use reasonable endeavours as adjoining landowner to assist Railtrack in devising project plans and a programme for the improvement of Gatwick rail station by 2005 and to report annually on the progress of the said project plans and programme to the Borough Council and the County Council

#### **Obligation 2.7**

To provide Railtrack and/or other relevant bodies with information as to the estimated and forecast numbers of staff employed at the airport and the actual and predicted numbers of air passengers using the Airport

#### **Obligation 2.8**

Not to permit access to/egress from the Airport via Povey Cross except by the following:

- (i) up to 750 staff car park pass holders
- (ii) airport operational users which comprise:
  - (a) the Company's operational staff and it's contractors and/or agents while on duty ;
  - (b) H.M. Customs ;
  - (c) H.M. Immigration ;
  - (d) Port Health ;
  - (e) National Air Traffic Service ; and

- (f) the Police ;
- (iii) existing local public service bus vehicles FastWay and any new local public bus service as shall first be approved by the County Council (following consultation with Surrey County Council);
- (iv) emergency service vehicles on duty;
- (v) other vehicles in exceptional circumstances; and
- (vi) such other user(s) as BAAG may approve following prior consultation with the members of the Gatwick Area Transport Forum Surrey County Council Mole Valley District Council the County Council and the Borough Council

### **Obligation 2.9**

In support of the objective of reducing the growth of future road trips in accordance with the Airport Transport Strategy:

- (i) (a) as at 31<sup>st</sup> December 2008 not to provide more on-Airport public car parking spaces than the number required by those non-transfer passengers making their surface journeys to and from the Airport other than by public transport courtesy buses taxis and hire cars such number to be determined in accordance with the assumptions and mechanism in Appendix 1 annexed hereto;
- (b) to monitor the factors identified as having an influence on parking demand to keep under review the numerical value of the assumptions and to agree any variations with the County Council and the Borough Council;
- (c) subject to any necessary consents the number of public car parking spaces required in accordance with this obligation may be provided at such times as the Company may deem appropriate; and
- (ii) (a) as at 31<sup>st</sup> December 2008 and subject to the implementation of FastWay and to the provisions hereinafter contained not to provide common user staff car parking spaces on the Airport in excess of the number determined in accordance with the assumptions and mechanism in the Appendix annexed hereto save that the Company shall not be under any obligation to reduce the number of such common user spaces below 6,400 ;
- (b) subject to any necessary consents the number of staff car parking spaces required in accordance with this obligation may be provided at such times as the Company may deem appropriate

### **Obligation 2.10**

- (i) Unless otherwise agreed by the parties hereto to convene meetings at least twice in every calendar year of the Gatwick Area Transport Forum (beginning in the calendar year following the year in which this Agreement takes effect); and
- (ii) To convene within three years of the date of this Agreement and at least once every three calendar years thereafter a Gatwick Airport Transport Conference the timing of which to be agreed between the parties to this Agreement

### **Obligation 2.11**

Subject to all necessary consents and approvals being given to provide funding towards the total combined cost of the following highways works such works being described for the purposes of identification only and the detailed design thereof to be approved by the County Council or the relevant Highway Authority:

- (i) improvements to Junction 9 of the M23 (provisionally timetabled for construction during the financial year 2000/2001);
- (ii) improvements to Junction 9a on the M23 (provisionally timetabled for construction during the financial year 2004/2005) ; and
- (iii) a new access off the A23 as a means to relieve Airport Way West Roundabout (provisionally timetabled for construction during the financial year 2004/2005)

such funding to amount in total to a sum not exceeding one million seven hundred thousand pounds (£1,700,000) such sum to be divided between the above projects as to (i) and (ii) seven hundred thousand pounds (£700,000) and as to (iii) one million pounds (£1,000,000) or as otherwise agreed between the parties hereto and paid (in relation to project (i) and (ii) above) to the relevant Highway Authority and (in relation to project (iii) above) to the County Council or its nominee within 21 days of receipt of invoice prior to the relevant contract for construction of the relevant highways works being let or at such other times as may be agreed between the relevant Highway Authority and the Company

### **Obligation 2.12**

By 31<sup>st</sup> December 2003 and once every three years thereafter to provide the Borough Council and the County Council with a copy of its proposals for the updating of the Airport Transport Strategy such proposals to have been considered in consultation with the Gatwick Area Transport Forum

## **SCHEDULE 3**

### **OBLIGATIONS RELATING TO AIR QUALITY**

#### **Obligation 3.1**

- (i) Subject to obtaining all necessary consents to use reasonable endeavours to provide a Fixed Electrical Ground Power supply to all Aircraft Stands which at the date of this Agreement do not have such an installation (for the sake of clarity the stands currently without such facility are 1 67 104-108 120-124 130-136 140-145 150-152 and 155-157) at the earliest practicable opportunity and by 31<sup>st</sup> March 2005 at the latest and to provide a Fixed Electrical Ground Power supply to any new Aircraft Stand ; and
- (ii) After 31<sup>st</sup> March 2001 not to allow the use of Ground Power Units at any Aircraft Stand unless:
  - (a) there is no Fixed Electrical Ground Power installed at the Aircraft Stand ;
  - (b) the Fixed Electrical Ground Power which has been installed at the Aircraft Stand is temporarily out of service; or
  - (c) the relevant aircraft is incapable of utilising Fixed Electrical Ground Power by reason of its design or a technical malfunction or the power so supplied is insufficient for the aircraft

#### **Obligation 3.2**

- (i) To use reasonable endeavours to obtain by 31<sup>st</sup> March 2002 all necessary consents for the rebuilding of the fire training facilities at the Airport;
- (ii) Subject to obtaining all necessary consents to rebuild within 18 months of obtaining the last necessary consent the fire training facilities at the Airport so that fire training exercises may be carried out using mainly liquid petroleum gas as opposed to kerosene;
- (iii) To ensure that over any twelve month period commencing after the fire training facilities have been rebuilt as provided above the fire training exercises carried out at the Airport use a greater quantity of liquid petroleum gas than kerosene; and
- (iv) To use all reasonable endeavours to undertake as few fire training exercises using kerosene as possible

#### **Obligation 3.3**

On the date of this Agreement (if such sum has not already been paid) to pay to the Borough Council 75% of the reasonable cost (such cost to be agreed between the parties to this Agreement) of the continuous monitoring of the levels of nitrogen dioxide in the air in Horley up to the date of this Agreement (the specification of such monitoring to be agreed between the parties to this Agreement and in consultation with Reigate and Banstead Borough Council)

**Obligation 3.4**

To participate actively in the development and implementation of any Local Air Quality Management Area action plan such plan or plans to address the issue of air quality in the vicinity of the Airport where air quality is materially affected by operations at the Airport

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## **SCHEDULE 4**

### **OBLIGATIONS RELATING TO AIR NOISE**

#### **Obligation 4.1**

With the aim of providing a continuing incentive to airline operators to reduce the noise impact of departing aircraft at the Fixed Noise Monitoring Locations and subject to any requirements imposed by the Civil Aviation Authority under Part 4 of the Airports Act 1986 to maintain and review not less than once every three years the Noise Supplements payable by such operators on account of infringement by their aircraft of noise thresholds on departure

#### **Obligation 4.2**

With the aim of accelerating the reduction in the number of movements by Chapter 2 aircraft at the Airport to nil and subject to any requirements imposed by the Civil Aviation Authority under Part 4 of the Airports Act 1986 or by any EU Directive or Regulation to maintain and keep under review until Chapter 2 aircraft are removed from service the differential between the charges levied on the use of the Airport by Chapter 2 and Chapter 3 aircraft extant at the date of this Agreement

#### **Obligation 4.3**

With the aim of providing airline operators with an incentive to use quieter aircraft and subject to any requirements imposed by the Civil Aviation Authority under Part 4 of the Airports Act 1986 or by any EU Directive or Regulation :

- (i) to maintain and review not less than once every three years the differential between the charges levied on Chapter 3 aircraft whose Certificated Noise Performance lies within 5EPNdB of Chapter 3 limits and Chapter 3 aircraft whose certificated noise performance lies outside 5EPNdb of Chapter 3 limits; and
- (ii) to review not less than once every three years the possibility of:
  - (a) introducing into the group of Chapter 3 aircraft whose certificated noise performance lies outside 5EPNdb of Chapter 3 limits a new sub group classification which distinguishes noisier aircraft from quieter aircraft within that group; and
  - (b) introducing to the sub-group a charging structure in accordance with the aim set out above
- (iii) to extend the review referred to in (ii) above to include such alternative sub-group classifications as may from time to time be identified by the Company having regard to internationally agreed aircraft noise certification standards

#### **Obligation 4.4**

Through the Flight Operations Performance Committee to use all reasonable endeavours to maintain procedures for communication and debate with airlines NATS and other relevant parties aimed at improved adherence by aircraft using the Airport to noise preferential departure routes and by 31st March 2001 to develop and thereafter keep under review a code of practice applicable to arriving aircraft with the aim of reducing the noise impact of such aircraft such code to include the Continuous Descent Approach Procedure

#### **Obligation 4.5**

- (i) On or before the date hereof to undertake and make available to the Borough Council and the County Council a study into the use of reverse thrust by aircraft using the Airport during the Night Quota Period and to provide the Borough Council and the County Council with copies of the said study; and
- (ii) On or before the date hereof to assess the feasibility of undertaking a study into the use of reverse thrust by aircraft using the Airport outside the Night Quota Period and to report the outcome of the assessment in writing to the Borough Council and the County Council

#### **Obligation 4.6**

With the aim of securing a reduction in the Air Noise resulting from the operation of the Airport during the period of the Agreement to use all reasonable endeavours working with the Department of the Environment Transport and the Regions NATS and airline operators to secure by 2008:

- (i) a significant reduction in the area of land falling within the daytime 16 hour 57 dB Leq contour when compared with the area of land falling within that contour as measured in 1996; and
- (ii) that the gross area of land within the actual 16 hour 57dB contour and the gross area of land within the 16 hour 57dB Leq contour as predicted for 2008 in the Sustainable Development Strategy are reasonably comparable

#### **Obligation 4.7**

With the aim of reducing the impact upon the local community of Air Noise and Ground Noise caused by Aircraft Operations at night to consult with aircraft operators with a view to introducing a voluntary ban on QC4 movements during the night quota period at the earliest opportunity prior to Summer 2002

## **SCHEDULE 5**

### **OBLIGATIONS RELATING TO GROUND NOISE**

#### **Obligation 5.1**

With the aim of reducing Ground Noise at Community locations caused by aircraft engine testing:

- (i) to build and commission a ground run pen as soon as possible and in any event within 24 months of the date of obtaining the last of the planning permissions and all other necessary consents for the following development at the Airport (such permissions and consents to be satisfactory to the Company) :
  - (a) a ground run pen;
  - (b) replacement within the North West Zone of the existing single bay hangar 7 with a single bay hangar at a scale sufficient to meet the maintenance needs of an aircraft of a size up to and including the Boeing 747-400 and the Boeing 777 together with associated apron storage and office facilities comparable in scale to those associated with hangar 7 ;
  - (c) additional aircraft stands to meet the demand forecast in the Sustainable Development Strategy together with associated apron areas and taxiways ; and
  - (d) drainage works and any necessary balancing ponds to accommodate surface water run off from the North West Zone including proposed development referred to in (a) (b) and (c) above ;
- (ii) on or before 31<sup>st</sup> December 2001 to submit applications for planning permission for the development referred to in (i) above and to use all reasonable endeavours to secure such planning permission and all other necessary consents at the earliest opportunity thereafter ; and
- (iii) prior to the ground run pen becoming operational (and subject to the terms of the relevant necessary consents) to establish an operating regime that meets reasonable airline needs and in particular requires that subject to all reasonable constraints (such constraints to include those imposed by weather conditions) High Power Engine Testing does not take place at the Airport other than in the ground run pen

#### **Obligation 5.2**

With the aim of mitigating the impact of Ground Noise at Community Locations :

- (i) before submitting any application for planning permission for development at the Airport which is considered by the parties to this Agreement to be likely to materially increase the impact of Ground Noise Caused by Aircraft Operations at a Community Location to identify on-Airport locations where the Company shall consider that taking into account all other noise mitigation measures a barrier or barriers could reasonably be built so as to ensure that the increased impact which the development would otherwise cause is perceptibly reduced; and
- (ii) subject to obtaining planning permission for such development the terms of such permission the implementation of that development and obtaining all necessary consents for such barrier(s) (which the Company will use reasonable endeavours to obtain) to use all reasonable endeavours to construct such barrier(s) before the development permitted is brought into use

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## SCHEDULE 6

### OBLIGATIONS RELATING TO LANDSCAPING

#### Obligation 6.1

- (i) With the aim of reducing the visual impact of proposed development at the Airport to develop in consultation with the Borough Council and the County Council landscaping schemes in conjunction with applications for planning permission for such development and subject to all necessary consents to implement the same
- (ii) By 31<sup>st</sup> March 2002 to develop in consultation with the Borough Council the County Council and other appropriate statutory bodies bio-diversity enhancement and management plans (and thereafter to implement such plans in accordance with the timetable set out therein) for
  - (a) the land belonging to the Company which does not form part of the Airport and which is to the east of the railway;
  - (b) Brockley Wood; and
  - (c) the water courses on the land such water courses to include Mans Brook and Crawter's Brook
- (iii) By 30<sup>th</sup> September 2004 to implement the Mole Management Plan

#### Obligation 6.2

- (i) Within twelve months of the date of this Agreement to undertake at its own expense and in liaison with the Borough Council the County Council adjoining local authorities and other appropriate statutory bodies an evaluation ('the Evaluation') of the visual landscape ecological drainage acoustic and land use benefits and implications of raising the height of the bunding alongside the 1999 diversion of the River Mole as shown coloured blue on Plan 1 to a height of 13 metres above the adjacent airport ground level ("the Bunding") such Evaluation not to preclude consideration of variations to a higher or lower height together with other complementary or alternative measures where it may be appropriate in environmental and sustainability terms and to submit the results of the Evaluation to the Borough Council and County Council ;
- (ii) Subject to obtaining all necessary consents (which the Company will use reasonable endeavours to obtain) to construct the Bunding and/or implement such complementary or alternative measures as may be identified by the Evaluation as being appropriate in environmental and sustainability terms and (unless it is agreed otherwise by the Borough Council) to complete the same before bringing into use any aircraft maintenance (excluding the ground run pen referred to in Obligation 5.1) or freight operations or any other building development above single storey in the North West Zone ; and

- iii) coincident with the Evaluation to undertake at its own expense and in liaison with the Borough Council the County Council adjoining local authorities and other appropriate statutory bodies an assessment of the potential for enhanced bunding and/or other measures on the western and northern sides of the North Terminal's current long stay car park to provide visual screening of future airport developments (the assessment to encompass the feasibility of implementing the said measures) and to submit the results of the assessment to the Borough Council and the County Council

### **Obligation 6.3**

By 31<sup>st</sup> March 2002 following consultation with the Borough Council the County Council and adjoining local authorities to publish and implement thereafter in accordance with the timescale therein set out a landscape strategy which identifies opportunities for off-Airport planting which would screen views of the Airport such strategy to pay regard to the visual impact of development proposed at the Airport

### **Obligation 6.4**

To fund the replacement on a two-for-one basis of all trees which have been in place for at least three years and which are lost as a result of any development at the Airport from the date of this Agreement save that any trees which were provided under this obligation and which are themselves lost as a result of such development or fail to survive for more than three years shall only be replaced on a one-for-one basis

### **Obligation 6.5**

With the aim of reducing light pollution from the Airport:

- (i) by 31<sup>st</sup> March 2001 to prepare and submit to the County Council and the Borough Council a lighting strategy for the Airport such strategy to deal with the issues of
  - (a) improving the directivity of existing light fittings installed on the Airport;
  - (b) levels of illumination; and
  - (c) the management of energy use caused by lighting; and
- (ii) to evaluate the potential impact of light pollution in the context of each new planning application or consultation for development at the Airport

**Obligation 6.6**

In each financial year up to and including the financial year 2003-2004 to pay to the County Council as agent for the Horley Crawley Countryside Management Project the lesser of :

- (i) 20% of the total sums paid to the said Project for the purposes of its activities in the previous financial year by the local authorities; and
  - (ii) twelve thousand five hundred pounds (£12,500)
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## **SCHEDULE 7**

### **OBLIGATIONS RELATING TO WASTE MANAGEMENT AND ENERGY**

#### **Obligation 7.1**

By 31<sup>st</sup> March 2002 to undertake at its own expense an assessment of the opportunity for and the costs of the installation of a central combined heat and power station at the Airport and to provide the results of the assessment to the Borough Council and the County Council

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## SCHEDULE 8

### OBLIGATIONS RELATING TO THE COMMUNITY TRUST

#### Obligation 8.1

- (i) Within 3 months of the date of this Agreement to establish a Community Trust with the objects and upon the terms substantially as set out in the draft trust deed in Appendix 2 annexed hereto
- (ii) To procure the appointment (in accordance with the terms of the trust deed) of the first nine trustees to manage and control the Community Trust such trustees to be appointed from nominees of the County Council the Borough Council the Company and (subject to their consent) of Surrey Local Authorities and other interested bodies as agreed between the parties to this Agreement not more than two trustees to be appointed from the Company unless with the agreement of the parties to this Agreement
- (iii) to pay by way of covenant to the Community Trust nine hundred thousand pounds (£900,000) from taxed earnings such sum to be paid in instalments as follows :
  - (a) one hundred thousand pounds (£100,000) to be paid within one month of the Community Trust being registered as a Charitable Trust and
  - (b) one further instalment of one hundred thousand pounds (£100,000) to be paid during each of the financial years 2001-2 to 2008-9 inclusive on the anniversary of the first payment or as otherwise agreed with the trustees each instalment to be increased by the percentage by which the Retail Prices Index ('RPI') shall have increased (if appropriate) between the date of the first payment in (b) above and the latest published RPI at 31<sup>st</sup> March in the financial year immediately preceding the date of payment of the relevant further instalment.
- (iv) To pay to the Community Trust in addition to the sums provided for above all revenue received by the Company as a result of infringements by aircraft of departure noise thresholds imposed by the Government
- (v) The Company shall provide and fund secretariat services for the Community Trust to a level to be agreed.

## **SCHEDULE 9**

### **OBLIGATIONS RELATING TO THE AIRPORT EMPLOYMENT FORUM**

#### **Obligation 9.1**

- (i) By 31<sup>st</sup> March 2001 to establish with the Borough Council the County Council and other adjoining authorities and interested bodies an Airport Employment Forum such Forum to meet annually
  - (ii) To provide through such Forum information to local housing authorities and other affordable housing agencies on the size and character of the airport workforce (in order that such authorities and agencies might better be able to identify local housing needs)
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## SCHEDULE 10

### OBLIGATIONS RELATING TO MONITORING AND REPORTING

#### Obligation 10.1

##### General Monitoring of Obligations and Commitments

- (i) To monitor compliance with the obligations of the Company contained in this Agreement and the commitments and targets contained in the Sustainable Development Strategy (in so far as they are not repetitions of or inconsistent with the said obligations) and to assess and measure the Company's performance against the targets contained in the Sustainable Development Strategy and to report the results to the County Council and the Borough Council annually in accordance with the following provisions of this clause
- (ii) The report ("the Monitoring Report") shall list
  - (a) each obligation commitment and target;
  - (b) the Company's assessment of whether the obligation commitment and/or target has been met the progress made towards the obligation or commitment or the achievement of the target; and
  - (c) any proposed remedial action where the obligation has not been met or adequate progress towards achievement of the target or commitment has not been made together with an appropriate timescale or where no remedial action is proposed the reasons why the Company considers remedial action is not appropriate
- (iii) The Monitoring Report shall be prepared by the Company for each 12 month period commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March in the next year to include information from the Borough Council and the County Council regarding the monitoring of their respective Obligations in Schedules 11 and 12 hereof and the Monitoring Report shall be issued to the County Council and the Borough Council
- (iv) The Monitoring Report shall then be verified by the Environmental Consultant The verification will be of a sample of obligations commitments and targets selected at the discretion of the Consultant and of up to 10 selected each year jointly by the County Council and the Borough Council and up to 2 selected each year by the Company The Environmental Consultant shall also comment on the Company's proposed remedial action The Company will compile the Environmental Consultant's verification into the Monitoring Report and issue the combined document to the County Council and the Borough Council by 31<sup>st</sup> December next following the 12 month period

- (v) The cost of the Environmental Consultant shall be paid in the following proportions:

The Company	50%
The County Council and the Borough Council	50%

- (vi) Compliance with any remedial action proposed by the Company shall be monitored in accordance with the above provisions

## **Obligation 10.2**

### **Specific Monitoring and Reporting Obligations**

- (i) To undertake at the Company's own expense the following monitoring and modelling of the air quality impact of the operation of the Airport:

- (a) both the continuous and random monitoring of the air quality impact of the operation of the Airport with regard to the levels of carbon monoxide PM<sub>10</sub>, oxides of nitrogen/nitrogen dioxide and periodic monitoring of benzene, 1,3-butadiene and other hydro-carbons;
- (b) to undertake and produce in 2002 and once every three years thereafter emission inventories for PM<sub>10</sub> and oxides of nitrogen;
- (c) to undertake and produce in 2002 and once every three years thereafter dispersion modelling for PM<sub>10</sub> and oxides of nitrogen;

and to provide the results of such monitoring and modelling when completed to the Borough Council and the County Council

- (ii) To provide the Borough Council and the County Council with annual reports (the first report to be provided within one year of the date of this Agreement) detailing the following matters:
- (a) the availability and serviceability of Fixed Electrical Ground Power;
  - (b) engine testing (including time place duration and need); and
  - (c) complaints related to the impact of ground noise

- (iii) To provide the County Council and the Borough Council with annual reports (the first of which to be provided within one year of the date of this Agreement) which provide details of the following:
  - (a) total waste (tonnes) produced at the Airport;
  - (b) average waste produced per passenger;
  - (c) the percentage of waste recovered by recycling and energy recovery; and
  - (d) the percentage of waste disposed
- (iv) To provide the County Council and the Borough Council with an annual report (the first of which to be provided within one year of the date of this Agreement) specifying
  - (a) the number of reports made by the Environment Agency on non-compliance by the Company with discharge consents; and
  - (b) the average biological oxygen demand discharged at the Outfall
- (v) To submit to the Borough Council and the County Council an annual report (the first of which to be provided within one year of the date of this Agreement) detailing
  - (a) energy consumption from building related activities at the Airport; and
  - (b) carbon dioxide emissions associated with such activities

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## **SCHEDULE 11**

### **OBLIGATIONS OF THE BOROUGH COUNCIL**

#### **Obligation 11.1**

To use reasonable endeavours to ensure that the works necessary for the the implementation of FastWay will be commenced by April 2002 in accordance with the timetable in the Local Transport Plans for West Sussex and Surrey

#### **Obligation 11.2**

To hold an annual meeting with other relevant Local Authorities and the Company on issues relating to air quality impact of operations at the Airport and to exchange all relevant data/information at the time

#### **Obligation 11.3**

- i) Unless material considerations indicate otherwise to implement Policy GAT8 of the Crawley Borough Local Plan 2000 under which proposals for new airport related car parking will be permitted on off airport sites only in limited circumstances
- ii) In any review of the Local Plan to give due consideration to the need to maintain policies which aim to constrain increases in airport related car parking on off - airport sites

#### **Obligation 11.4**

To use all monies received from the Company pursuant to Obligation 3.3 strictly towards the cost of the Monitoring Scheme in respect of which the payment or payments were made provided that the payment to a Local Authority with environmental health powers for such purpose will release the Borough Council from any further obligation in respect thereof

#### **Obligation 11.5**

To provide the Company with annual reports containing all data on matters relating to employment in the area of the Borough Council

#### **Obligation 11.6**

To run a Gatwick Officers Group for interested Local Authorities

**Obligation 11.7**

To use reasonable endeavours to consult with all adjacent Local Authorities on any proposals for Development at the Airport

**Obligation 11.8**

To spend any income raised by any levy it shall raise on the use of the Local Road Network or on-Airport parking facilities to promote in any way it shall think fit (subject to consultation with the Gatwick Area Transport Forum) the use by passengers and staff travelling overland to and from the Airport of modes of transport other than the private car and encouragement of staff car-sharing

**Obligation 11.9**

To use reasonable endeavours to encourage Railtrack to bring forward by 2005 a strategy and programme for improving the rail station at the Airport to facilitate transport interchange

**Obligation 11.10**

- (i) To monitor compliance with the obligations of the Borough Council and to provide the results of that monitoring to the Company for inclusion on the Monitoring Report to be prepared by the Company in accordance with the timetable and requirements set out in Obligation 10.1
- (ii) To pay an equal contribution with the County Council towards the 50% cost of the Environmental Consultant to be appointed pursuant to Obligation 10.1

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## **SCHEDULE 12**

### **OBLIGATIONS OF THE COUNTY COUNCIL**

#### **Obligation 12.1**

To use reasonable endeavours to ensure that the works necessary for the the implementation of FastWay will be commenced by April 2002 in accordance with the timetable in the Local Transport Plans for West Sussex and Surrey

#### **Obligation 12.2**

To provide the Company with annual reports containing all data acquired by the County Council (other than from the Company) on matters relating to the following :

- (a) employment in the area of the County Council; and
- (b) highway use and modal split in Crawley Borough and the northern parts of Horsham and Mid Sussex Districts

#### **Obligation 12.3**

In any review of the Structure Plan to give due consideration to the need to include policies which seek to prevent or constrain increases in airport related car parking on off-airport sites

#### **Obligation 12.4**

To spend all income raised by any levy it shall raise on the use of the Local Road Network excluding on-street parking charges or on-Airport parking facilities to promote in any way it shall think fit (subject to consultation with the Gatwick Area Transport Forum) the use by passengers and staff travelling overland to and from the Airport of modes of transport other than the private car and encouragement of staff car-sharing

#### **Obligation 12.5**

To use all monies received from the Company pursuant to Obligations 2.2 and 2.11 (together with any interest accruing thereon) strictly towards the cost of the transport or highway scheme in respect of which the payment or payments were made provided that the payment to a relevant Highway Authority for such purpose will release the County Council from any further obligation in respect thereof

#### **Obligation 12.6**

To use reasonable endeavours to encourage Railtrack to bring forward by 2005 a strategy and programme for improving the rail station at the Airport to facilitate transport interchange

**Obligation 12.7**

- (i) To monitor compliance with the obligations of the County Council and to provide the results of that monitoring to the Company for inclusion in the Monitoring Report to be prepared by the Company in accordance with the timetable and requirements set out in Obligation 10.1
  - (ii) To pay an equal contribution with the Borough Council towards the 50% cost of the Environmental Consultant to be appointed pursuant to Obligation 10.1
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**SCHEDULE 13**

**Community Location Plan**

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**IN WITNESS WHEREOF** the parties to this Deed have caused their Common Seals to be fixed hereunto on the day and year first before written

The **COMPANY SEAL** of **GATWICK** )  
**AIRPORT LIMITED** was hereunto affixed) )  
in the presence of : - )

Director

Director

The **COMMON SEAL** of **WEST SUSSEX** )  
**COUNTY COUNCIL** was hereunto affixed) )  
in the presence of : - )

Authorised Signatory

The **COMMON SEAL** of **CRAWLEY** )  
**BOROUGH COUNCIL** was hereunto affixed ) )  
in the presence of : - )

Authorised Signatory