

**THE THIRD SCHEDULE**

**(Title to Airport)**

**ST180919**

**ST241061**

**ST256857**



- This official copy shows the entries on the register of title on 26 NOV 2010 at 11:15:38.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 Nov 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Plymouth Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Bristol International Airport, Lulsgate, Wrington (BS48 3DY).
- 2 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 12 in blue on the filed plan.
- 3 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 4 in blue on the filed plan.
- 4 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 13 in blue on the filed plan.
- 5 (20.12.1999) A Conveyance of the land edged and numbered 4 in blue on the filed plan dated 7 October 1931 made between (1) Thomas Flower (the Mortgagee) (2) Farnham Thom Flower and Richmond Flower (the Vendors) and (3) Stanley Theodore Rendall (the Purchaser) contains the following provision:-  

"(4) The Purchaser and his successors in title shall not be entitled to any right of access of light or air to the building to be erected on the land hereby conveyed which would restrict or interfere with the free user of any other part of the said estate for building or any other purpose."
- 6 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 3 in blue on the filed plan.
- 7 (20.12.1999) By the Conveyance dated 1 April 1947 referred to in the Charges Register the land edged and numbered 9 in blue on the filed plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the

## A: Property Register continued

and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.

- 8 (20.12.1999) By a Conveyance dated 14 August 1947 made between Gertrude Crane (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 11 in blue on the filed plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.

- 9 (20.12.1999) By a Conveyance dated 30 January 1948 made between (1) Francis Edwin Keel Reynolds (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 10 in blue on the filed plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.

- 10 (20.12.1999) The land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the filed plan has the benefit of the following rights granted by a Conveyance of the land edged and numbered 17 in blue on the filed plan and other land dated 19 February 1948 made between (1) James Winstone (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"1. THE Vendor as beneficial owner hereby grants unto the Purchaser all the rights in relation to the restricted area that is to say in relation to the property described in the Second Part of the First Schedule hereto which said rights are described in the Second Schedule hereto to the intent that such rights shall be for ever appurtenant to the conveyed property and the adjoining land (which adjoining land is described in the Third Part of the First Schedule hereto) for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the conveyed property or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Purchaser and his successors or assigns in whatsoever state the conveyed property or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put

### THE FIRST SCHEDULE

#### SECOND PART

Description of land in respect of which covenants are entered into by the Vendor and over which rights are granted to the Purchaser.

ALL THOSE pieces of land containing 49.865 acres or thereabouts situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured blue which said pieces of land form part of Cornerpool Farm and are more particularly described by reference to the numbers on the Ordnance Survey Map for the said Parish (1903 Edition) (Sheet Somerset XI. 7) and the acreages as follows:-

# A: Property Register continued

Number on O.S. Map	Area in Acres
176	6.565
177	6.183
178	4.694
179	.471
180	1.488
181	.543
182	1.225
Part 183	5.440
Part 185	17.944
212	5.312
TOTAL ... 49.865 Acres	

## THIRD PART

### Description of the adjoining land of the Purchaser

ALL THOSE pieces of land situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured green which said land forms part of the Lulsgate Bottom Aerodrome

## THE SECOND SCHEDULE

### RIGHTS affecting the restricted area

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing PROVIDED that the right granted by this paragraph shall not prejudice or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.

2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective.

NOTE: The land edged and numbered 17 in blue on the filed plan comprises part of "The Conveyed Property" mentioned in clause 1. The land coloured blue mentioned in the second part of the first schedule is edged and numbered 18 in blue on the filed plan. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the filed plan comprises part of the land coloured green mentioned in the third part of the first schedule.

- 11 (20.12.1999) The Conveyance dated 19 February 1948 referred to above contains the following covenants which are expressed to be for the benefit of the land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the filed plan:-

"2. THE Vendor for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the restricted area and every part thereof by whomsoever the restricted area or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Purchaser and his successors in title and assigns owner or owners for the time being of

## A: Property Register continued

property or of any part thereof) hereby COVENANTS with the Purchaser and his successors in title to the conveyed property and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto.

### THE THIRD SCHEDULE

#### COVENANTS affecting the restricted area

(a) That no building structure or other erection fence shed stack or chimney or obstacles of any kind or of whatever description and whether permanent or temporary shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the restricted area and that no existing fencing or any fencing hereafter to be erected in substitution therefor on the restricted area shall be increased in height beyond the height of the fencing now standing thereon

(b) That no trees or hedges of whatever description shall be planted or be permitted to be planted hereafter or to grow on the restricted area

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or remain over the restricted area

(d) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if the Vendor or any person deriving title under him in respect of the restricted area shall for fourteen days after notice in writing given by the Purchaser or his successors in title in respect of the conveyed property or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Purchaser and his successors in title or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the restricted area or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any such buildings structures or other erections as aforesaid and any mast overhead cable or wire and to cut fell lop or prune any timber trees or hedges placed erected planted or growing upon the restricted area in contravention of the covenants hereinbefore contained or the rights hereby granted and to carry out any work necessary to comply with such covenants the Vendor or his successors in title as aforesaid paying the cost and expense thus incurred the Purchaser nevertheless doing as little damage as possible to the restricted area PROVIDED ALWAYS that any action taken by the Purchaser or his successors in title as aforesaid under this sub-clause shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: The land edged and numbered 17 in blue on the filed plan comprises part of "The Conveyed Property" mentioned in clause 2. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the filed plan comprises part of "The Adjoining Land" also mentioned in clause 1 and "The Restricted Area" is the land edged and numbered 18 in blue on the filed plan.

12 (20.12.1999) The land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the filed plan has the benefit of the following rights reserved by the Deed of Exchange dated 5 November 1948 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Secretary of State in fee simple all the rights described in the Second Schedule hereto in relation to the green land to the intent that such rights shall be for ever appurtenant to the pink land and the adjoining land that is to say the land described in the Third Part of the First Schedule hereto as aforesaid for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the pink land or the adjoining land which are now

## A: Property Register continued

or shall be at any time hereafter owned or occupied by the Secretary of State and his successors or assigns in whatsoever state the pink land or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any building or erection thereon may be put

THE FIRST SCHEDULE before referred to

### THIRD PART

(Being a description of the adjoining land  
of the Secretary of State)

ALL THOSE pieces or parcels of land situate in the Parish of Wrington in the County of Somerset delineated on the plan marked "Plan A" annexed hereto and thereon coloured blue which said pieces or parcels of land form part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE above referred to

(Being the rights in relation to the green  
land reserved to the Secretary of State)

1. Such easements or rights or interference with the free use of the green land as may be necessary to the full extent of and in accordance with the covenants on the part of Mr. Marshall in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective

2. Full and free right liberty and authority for the Secretary of State and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of 21 years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees growing on the green land or any part thereof or in the hedges bounding the same the height whereof shall be such as to constitute a breach of the covenants by Mr. Marshall contained in the before-written deed and in the Third Schedule thereto and for that purpose to enter upon the green land or any part thereof the Secretary of State doing as little damage as possible to the green land and making reasonable compensation for any damage caused to the green land or any crops thereon by such felling any timber so felled remaining the property of Mr. Marshall or other the owner for the time being of the land on which the same was growing PROVIDED that the aforesaid right liberty and authority shall not prejudice or affect the aforesaid covenants by Mr. Marshall."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the filed plan. "The Pink Land" is the land edged and numbered 8 in blue on the filed plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the filed plan comprises part of the land coloured blue on the Deed Plan A mentioned in the third part of the first schedule.

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(20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following covenants which are expressed to be for the benefit of the land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the filed plan:

"3. IN further pursuance of the said agreement and in consideration of the premises:

(i) Mr. Marshall for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the green land and every part thereof by whomsoever the green land or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Secretary of State and his successors in title and assigns owner or owners for the time being of the pink land or of the adjoining land or of the additional property or of any part thereof) hereby covenants with the Secretary of State and his successors in title to the pink land and to the adjoining land and to the additional property in manner set out in the Third Schedule

## A: Property Register continued

THE THIRD SCHEDULE above referred to

(Being the restrictive covenants entered into  
by Mr. Marshall in relation to the green land)

(a) That no building structure or other erection of any kind or of ~~whatever description~~ (whether permanent or temporary) being more than two storeys in height shall at any time be erected built or placed or be permitted to be erected built or placed on the green land or any ~~part thereof~~

(b) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding thirty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched yellow on the plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such part of the green land shall be permitted to grow to a height exceeding thirty feet

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding thirty feet from the ground level upon over or across the said part of the green land hatched yellow on the said plan marked "Plan B" annexed hereto

(d) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding twenty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched red on the said plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such last mentioned part of the green land shall be permitted to grow to a height exceeding twenty feet

(e) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding twenty feet from the ground level upon over or across the said part of the green land hatched red on the said plan marked "Plan B" annexed hereto

(f) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if Mr. Marshall or any person deriving title under him in respect of the green land or any part thereof shall for fourteen days after notice in writing given by the Secretary of State or his successors in title in respect of the pink land or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Secretary of State and his successors or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the green land or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any building structure or other erection as aforesaid and any mast overhead cable wire or obstacle and to cut fell lop or prune any timber trees or hedges placed erected carried growing or being upon over or across any part of the green land in contravention of any of the covenants hereinbefore contained or the rights hereinbefore granted and to carry out any work necessary to comply with such covenants Mr. Marshall or his successors in title as aforesaid paying the expense thus incurred the Secretary of State nevertheless doing as little damage as possible to the green land PROVIDED ALWAYS that any action taken by the Secretary of State or his successors in title as aforesaid shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: "The Green Land" mentioned in clause 3 is edged and numbered 1 and 2 in blue on the filed plan. "The Pink Land" also mentioned in

## A: Property Register continued

clause 3 is the land edged and numbered 8 in blue on the filed plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the filed plan comprises part of "The Adjoining Land" "The Green Land" hatched yellow on the deed plan B mentioned in paragraph (b) of the third schedule is edged and numbered 1 in blue on the filed plan. "The Green Land" hatched red on the said deed plan mentioned in paragraph (d) of the third schedule is edged and numbered 2 in blue on the filed plan.

- 14 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following provision:-

"(vi) Notwithstanding anything in the conveyance of the green land hereinbefore contained the Secretary of State and his successors in title owner or owners for the time being of the adjoining land or of the additional property or of any part thereof shall be fully at liberty to erect such buildings on any part of the adjoining land or of the additional land or to use the same in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by Mr. Marshall or his successors in title may be obstructed diminished or destroyed and such access and use of light and air as last aforesaid shall notwithstanding the conveyance hereinbefore contained be and henceforth continue to be enjoyed by Mr. Marshall and his successors in title by virtue of the agreement hereby expressly made for that purpose and not otherwise."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the filed plan and the land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the filed plan comprises part of "The Adjoining Land"

- 15 (20.12.1999) The land edged and numbered 15 in blue on the filed plan has the benefit of the following rights reserved by a Conveyance of the land edged and numbered 14 in blue on the filed plan dated 18 June 1982 made between (1) The City Council of Bristol (the Corporation) and (2) John Edward Marshall (the Purchaser):-

"SUBJECT to the right hereby reserved for the Corporation to retain on the land shown coloured red hatched black on the said plan the existing navigational aids and other airport equipment with the rights to enter upon the said land to maintain replace and renew the same and to place or instal on the said land such additional aids or equipment as the Corporation shall in their sole discretion think fit PROVIDED ALWAYS that the Corporation shall not be liable to pay compensation for damage or disturbance or loss to the Purchaser in the exercise of such rights."

NOTE: The land coloured red hatched black on the conveyance plan is tinted yellow on the filed plan.

- 16 (20.12.1999) The Conveyance dated 18 June 1982 referred to above contains the following covenants which are expressed to be for the benefit of the land in this title:-

"2. The Purchaser on behalf of himself and his successors in title hereby covenants with the Corporation so as to benefit and protect the adjoining land of the Corporation comprising Bristol Airport or any part or parts thereof that so long as the adjoining land shall be used for the purpose of an airport he will (a) Not in any way interfere with or cause damage to the existing navigational aids and other airport equipment nor allow or cause interference with or damage to the said aids or equipment

(b) Not to build or place or have on the land any building or structure

(c) Not build any hayrick or retain on the land agricultural equipment or any implements or tools or pipes or wires or other metallic objects which the General Manager of the airport shall require to be removed or do anything knowingly to endanger the aircraft landing or taking off at the airport."

- 17 (20.12.1999) The Conveyance dated 18 June 1982 referred to above



## A: Property Register continued

"3. It is hereby declared that the fences on the South and East sides of the land hereby conveyed shall belong to the Purchaser and the fence on the North boundary shall belong to the adjoining owner."

18 (23.03.2010) The land edged and numbered in green on the title plan has been ~~removed~~ from this title and registered under the title number or numbers shown in green on the said plan.

19 (23.03.2010) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered ST283749 in green on the title plan dated 30 September 2009 made between (1) Bristol International Airport Limited and (2) South West Airports Limited.

NOTE: Copy filed under ST283749.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (20.12.1999) PROPRIETOR: BRISTOL INTERNATIONAL AIRPORT LIMITED (Co. Regn. No. 2078692) of Lulsgate, Bristol, BS48 3DY.
- 2 (07.06.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 May 2005 in favour of CALYON referred to in the Charges Register.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (20.12.1999) A Conveyance of the land edged and numbered 13 in blue on the filed plan dated 4 June 1936 made between (1) Farnham Thom Flower (the Vendor) (2) Thomas Flower (the Mortgagee) and (3) Harry Febrey and Bessie Annie Febrey (the Purchasers) contains the following covenants:-

"4. THE Purchasers so as to bind (so far as practicable) the property hereby conveyed into whosoever the same may come and to protect the Vendor's adjoining property but no so as to be personally liable under this covenant after the Purchasers shall have parted with all interest in the said property hereby covenant with the Vendor that any dwellinghouse with or without greenhouse garage and other outbuildings for use in connection therewith shall be erected at the cost of Five Hundred Pounds at the least."

- 2 (20.12.1999) The roadway between the points marked A and B on the filed plan is subject to the following rights reserved by a Deed of Grant dated 29 September 1936 made between (1) Henry John Sainsbury (Grantor) and (2) Laura Daisy Flower (Grantee):-

"The Grantor as Beneficial Owner hereby grants unto the Grantee in fee simple FULL AND FREE right and liberty for the Grantee and the owner or owners for the time being of the said property coloured Pink on the said Plan and all other persons with her and their permission in common nevertheless with the Grantor and all other persons having a like right or authorized by the Grantor or other the owner or owners for the time being of the piece of land coloured Green on the said Plan at all times hereafter by night or day with or without horses cattle or other animals carts carriages motors or other vehicles of any description for all purposes whatsoever connected with the use and enjoyment of the said property coloured Pink on the said Plan (howsoever used or occupied) to pass and repass along over and upon the said Roadway between the points marked A and B on the said Plan TO HOLD the said right of way hereby granted as appurtenant to the said property coloured Pink on the said Plan and every part thereof

## C: Charges Register continued

2. The Grantee covenants with the Grantor and his successors in title to the said property coloured Green on the said Plan that the Grantee and her successors in title will forthwith and to the reasonable satisfaction of the Grantor make and stone the said Roadway and surface the same with gravel so as to form a good and sufficient roadway for use with any dwellinghouses which may henceforth be erected on the said lands coloured Pink and Green on the said Plan and will from time to time contribute a fair proportion according to user of the costs of keeping the said Roadway in repair the proportion in case of difference to be ascertained by a single Arbitrator appointed under the Arbitration Act 1889 Provided always that nothing herein contained shall prevent or prohibit the Grantor or his successors in title to the said piece of land coloured Green on the said Plan or to any part thereof from making such use as he or they may desire of the said Roadway as a Roadway to the said piece of land coloured Green or to any houses henceforth to be built thereon subject to him or them contributing from time to time a fair proportion of the cost of keeping the said Roadway in repair."

NOTE: The land coloured pink on the deed plan is edged and numbered 6 in blue on the filed plan. The points marked A and B on the deed plan are reproduced on the filed plan. The land edged and numbered 23 in blue on the filed plan comprises part of the land coloured green on the deed plan.

- 3 (20.12.1999) By a Conveyance dated 27 March 1946 made between (1) Francis Henry Ashman and others (the Vendors) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 16 in blue on the filed plan together with other land was conveyed **subject as follows:-**

"Subject nevertheless to the legal rights of way and **water and other** actual easements apparent easements and quasi-rights **and to the powers** and provisions contained in the Bristol Waterworks **Acts more** particularly mentioned in a Conveyance dated the **Seventh day of** September One thousand eight hundred and ninety five **and made between** Francis William Forester of the first part The Right **Honourable William** Waldegrave Earl of Selborne and Frederick George Hilton **Price of the** second part and James Sanders of the third part being a Conveyance of the property hereby conveyed with other property so far as the same relate to or affect the property hereby conveyed and are still subsisting undetermined and capable of taking effect or being enforced."

NOTE: No further details of the Conveyance dated 7 September 1895 were supplied on first registration.

- 4 (20.12.1999) The land between the points marked X, Y and Z on the filed plan is subject to the following rights contained in a Conveyance of the land edged and numbered 9 in blue on the filed plan and other land dated 1 April 1947 made between (1) Matthew Henry Laxton (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"**SUBJECT ALSO** to such right (if any) as may be subsisting of the owner and **occupiers** of the adjoining property known as Cook's Farm to use the roadway **or track** across the property hereby conveyed between the points marked X Y and Z on the said plan."

NOTE 1: The Points marked X, Y and Z on the conveyance plan are reproduced on the field plan

By the Deed of Exchange dated 5 November 1948 referred to below the right contained in the said conveyance was released in the following terms:-

"Mr. Marshall as beneficial owner hereby RELEASES unto the Secretary of State ALL such right of way as Mr. Marshall or other the owner or owners for the time being of Cook's Farm aforesaid has heretofore enjoyed over or in respect of the strip of land or track (hereinafter called "the old track") lying between the point marked R on the plan marked "Plan B" annexed hereto and the point marked G thereon to the

## C: Charges Register continued

and be extinguished."

NOTE 2: The Points marked R and G on the deed plan B are shown as X and G respectively on the filed plan.

- 5 (20.12.1999) The land tinted mauve on the filed plan is subject to the following rights granted by a Deed of Exchange of the land edged and numbered 8 in blue on the filed plan dated 5 November 1948 made between (1) Douglas Marshall (Mr Marshall) and (2) Secretary of State for Air (the Secretary of State):-

"(1) The Secretary of State hereby grants unto Mr. Marshall and his successors in title owner or owners for the time being of the green land or of the property adjoining thereto known as Cook's Farm or any part or parts thereof and his or their tenants and licensees (hereinafter together called "the authorised persons") in common with the Secretary of State and all persons authorised by him the right at all times and for all purposes with or without animals or vehicles of every kind to pass and repass over and along the strip of land or track (hereinafter called "the new track") hatched black on the plan marked "Plan B" annexed hereto between the point marked B and the said point marked G thereon and thence over the road or track heretofore used by Mr. Marshall and the owner or owners aforesaid to and from the green land and Cook's Farm aforesaid Mr. Marshall and his successors in title as aforesaid paying to the Secretary of State or his successors in title owner or owners for the time being of the new track such proportion of the costs of keeping the new track and the macadamised surface thereof in as good state of repair and condition as the same is now in as shall be fair and reasonable having regard to the extent of the user thereof for the time being of the authorised persons the amount of such costs to be certified by one of the Principal Officers for the time being of the Secretary of State and if any dispute or difference shall arise as to the monies to be paid by Mr. Marshall hereunder the same shall be settled by an arbitrator to be agreed between the parties hereto or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and subject to and in accordance with the Arbitration Acts 1889 to 1934 or any statutory modification thereof for the time being in force."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the filed plan. The land hatched black on the deed plan B is tinted mauve on the filed plan and the points marked B and G are lettered H and G respectively on the filed plan.

- 6 (20.12.1999) A Conveyance of the land edged and numbered 4 in blue on the filed plan dated 2 August 1984 made between (1) Stanley Theodore Rendall (the Vendor) and (2) The City Council of Bristol (the Council) contains the following covenants:-

"3. THE Council HEREBY COVENANTS with the Vendor to the intent that the burden of this Covenant may run with and bind the property hereby conveyed and every part thereof and to the intent that the benefit thereof may be annexed to and run with the property of the Vendor edged blue on the said plan and every part thereof not to construct any building having a height of more than 3 metres on the land hereby conveyed within 10 metres of the boundary A B."

NOTE: The land edged blue was not shown on the conveyance plan but is believed to be the land edged and numbered 5 in blue on the filed plan. The points A B are shown lettered V and W respectively on the filed plan.

- 7 (20.12.1999) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 8 (20.12.1999) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 21 and 22 in brown on the filed plan dated 23 September 1999 referred to in the schedule of leases hereto:-

## C: Charges Register continued

### 1.1 In this Lease:

"Accessway" means that part of the Retained Property providing access to the Property shown hatched green on the Plan or such other accessway as the Landlord shall from time to time provide;

"Cables" means any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" means that part of the Retained Property shown hatched brown on the Plan;

"Retained Property" means the Landlord's adjoining property being Bristol International Airport, Bristol (the "Airport")

1.6 The right given to the Tenant to enter the Cable Route extends to anyone expressly authorised by the Tenant, and includes the right to bring any necessary workmen and appliances onto the Cable Route for the authorised purpose.

### 3 Rights Granted

#### 3.1 The right for the Tenant:

(a) in common with the Landlord and all others authorised by the Landlord to have access for pedestrians, vehicles and machinery over the Accessway at all times;

(b) to use the Cable Route throughout the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter onto the Cable Route where necessary for the purposes specified in clauses 3.1(e) including a right to bring any necessary workmen and equipment onto the Cable Route for the said purposes;

(d) to lay Cables under the Cable Route;

(e) to lay, inspect, repair and maintain the Cables under the Cable Route;

(f) to have access to the electricity switch and meter room shown coloured pink on Plan A for all purposes necessary to enable the Tenant to comply with its obligations under this Lease,

subject to the Tenant causing as little inconvenience obstruction and damage as possible and promptly making good any damage caused to the reasonable satisfaction of the Landlord.

#### 3.2 The right of support from the Retained Property."

NOTE: The "Accessway" hatched green on the lease plan mentioned in clause 1.1 is hatched blue on the filed plan. The "Cable Route" hatched brown on the lease plan also mentioned in clause 1.1 is reproduced on the filed plan. The land coloured pink on the lease plan mentioned in clause 3(f) is tinted blue on the filed plan.

9 (27.04.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 19 in brown on the title plan dated 14 September 1999 referred to in the Schedule of leases hereto as varied by a Deed of Variation dated 18 November 2004 made between (1) Bristol International Airport Limited (2) Gate Gourmet London Limited and (2) Gate Gourmet UK Limited:-

"Together with the rights set out in Schedule 2

Schedule 2

Rights granted

## C: Charges Register continued

time being authorised by the Landlord or otherwise entitled for the Tenant and any permitted undertenant or permitted occupier of the Premises

1. a **right of way** with or without vehicles to and from the public highway ~~over the~~ Retained Land by such routes as the Landlord shall notify to the Tenant in writing adequate at all times for the Permitted Use ~~subject to the~~ rights of the Landlord:

(a) to erect security or other gates or barriers if the Tenant is ~~provided with a key~~ to them and

(b) to ~~realign~~ the right of way upon written notice to the Tenant but any ~~such realigned~~ right of way shall lead to the public highway and not materially diminish or affect the Tenant's use and enjoyment of the Property for the purposes of its business

2. a right of access across the Airport Apron for the purpose only of supplying in-flight catering and bonded goods to aircraft PROVIDED THAT such use is to comply with the Apron Code of Practice and such directions as may from time to time reasonably and properly be given by the Landlord for the regulation and direction of traffic over the Airport Apron

3. the right to connect to and use all Conduits from time to time serving the Premises and running under the Retained Land"

- 10 (27.04.2005) By a Deed dated 18 November 2004 made between (1) Bristol International Airport Limited (2) Gate Gourmet London Limited and (3) Gate Gourmet UK Limited the terms of the Lease dated 14 ~~September~~ 1999 of numbered 19 in brown on the title plan referred to in ~~the~~ schedule of leases hereto were varied.

NOTE: Copy Deed filed under ST234358.

- 11 (07.06.2005) REGISTERED CHARGE dated 23 May 2005 **affecting also title** ST163374.

- 12 (07.06.2005) Proprietor: CALYON (incorporated in France) **of Broadwalk** House, 5 Appold Street, London EC2A 2DA.

- 13 (07.06.2005) The proprietor of the Charge dated 23 May 2005 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 14 (10.02.2006) UNILATERAL NOTICE affecting the land edged and numbered 28 in brown on the title plan in respect of The company entitled to the benefit of the provisions of an option agreement dated 1 February 2006 made between (1) Bristol International Airport Limited and (2) WPD Property Investments Limited being an option agreement for the grant of a lease of the land at Bristol International Airport, Lulsgate, Bristol.

- 15 (10.02.2006) BENEFICIARY: WPD Property Investments Limited care of Estates Manager, Avonbank, Feeder Road, Bristol, BS2 0TB.

- 16 (21.12.2007) The land is subject to the easements granted by a lease dated 11 December 2007 of the land edged and numbered 30 in brown on the ~~title plan~~ for a term commencing on 25 March 2007 and expiring on 28 September 2008. (NSE)

NOTE: Copy filed.

- 17 (18.01.2008) By a Deed dated 19 December 2007 made between (1) Bristol International Airport Limited (2) WPD Property Investment Limited and (3) Vodafone Limited the terms of the lease dated 1 February 2006 of Land and buildings at Bristol International Airport referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ST243972.

- 18 (07.10.2009) The land is subject to the easements granted by a lease dated 5 October 2009 of Suite 4B, Old Terminal Building, Bristol International Airport for a term commencing on 25 March 2008 and

## C: Charges Register continued

expiring on 24 March 2011.

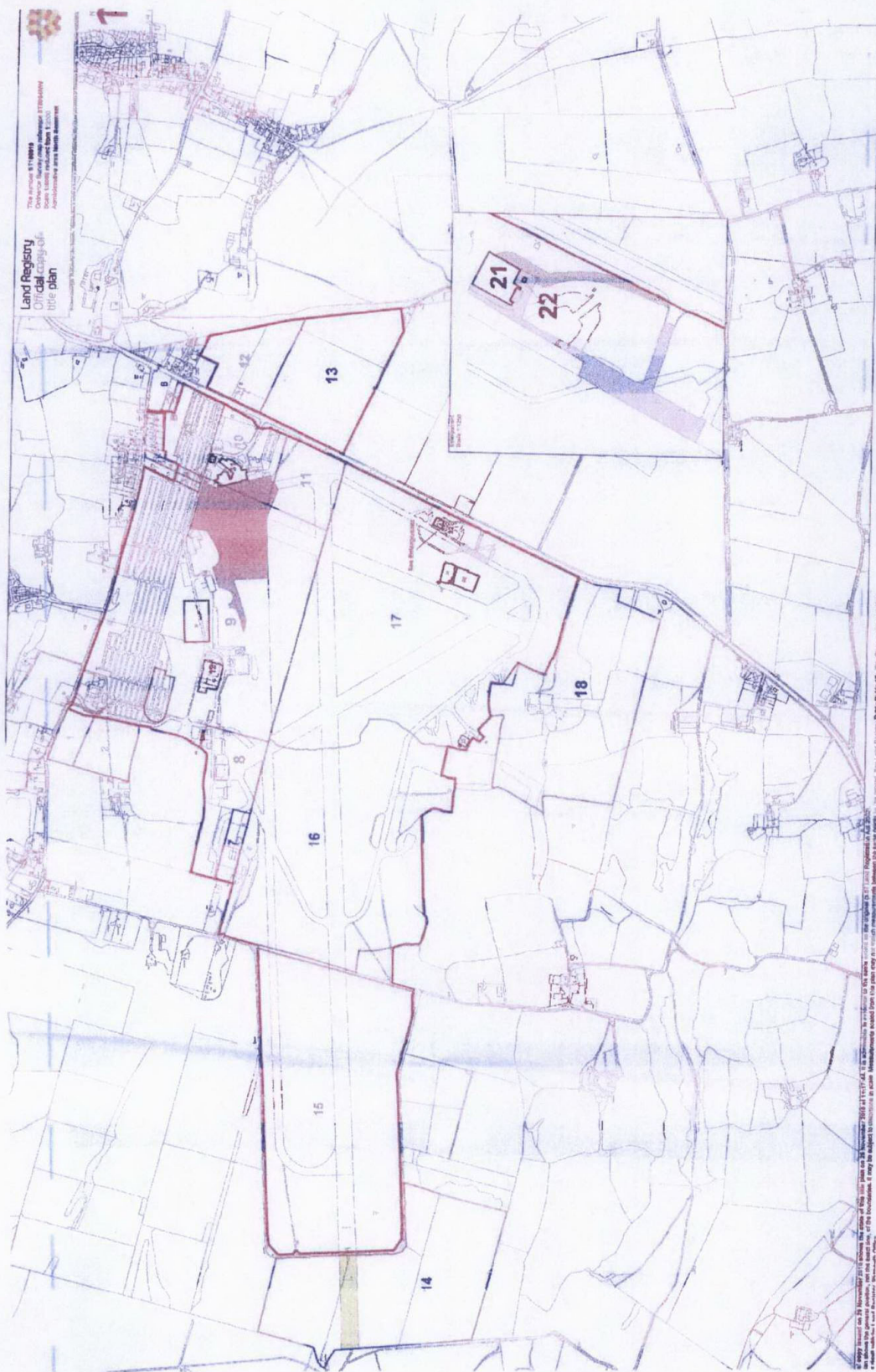
NOTE: Copy filed.

- 19 (28.10.2009) UNILATERAL NOTICE in respect of a lease of certain areas in the ~~Terminal~~ Building dated 2 October 2009 made between (1) Bristol International Airport Limited and (2) Vodafone Limited from 29 September 2007 to 24 December 2013.
- 20 (28.10.2009) BENEFICIARY: Vodafone Limited of Vodafone House, The Connection, Newbury RG14 2FN.
- 21 (15.02.2010) UNILATERAL NOTICE affecting the land edged and numbered 32 in ~~brown on the~~ title plan in respect of tenant under a Lease relating to the installation of telecommunications equipment on the rooftop of the Terminal Building Bristol International Airport, North Somerset, Bristol BS19 3DY dated 21 January 2010 made between (1) Bristol International Airport Limited and (2) Orange Personal Communications Services Limited.
- 22 (15.02.2010) BENEFICIARY: Orange Personal Communications Services Limited (Co. Regn. No. 02178917) of St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol BS32 4QJ (For attention of Central Estates Controller).

## Schedule of notices of leases

- |   |   |   |  |          |
|---|---|---|--|----------|
| 1 | 20.12.1999<br>edged and<br>numbered 21<br>and 22 in<br>brown                                    | being land at Bristol<br>Airport                            | 23.09.1999<br>from 17.8.1999<br>to 20.4.2049             | ST177526 |
|   | NOTE: See entry in the Charges Register relating to the rights granted by this lease            |   |  |          |
| 2 | 15.10.2004<br>Edged and<br>numbered 25 in<br>brown  | Building 59, Bristol<br>International Airport               | 15.07.2004<br>from 15.07.2004<br>to 29.9.2013            | ST230592 |
| 3 | 19.10.2004<br>Edged and<br>numbered 26 in<br>brown  | Land and buildings at<br>Bristol International<br>Airport   | 15.07.2004<br>30 years from<br>21.6.2004                 | ST230678 |
| 4 | 14.03.2005<br>edged and<br>numbered 19 in<br>brown  | Land at Bristol<br>International Airport                    | 14.09.1999<br>from 30 June<br>1999 until 9<br>April 2047 | ST234358 |
|   | NOTE: See entry in the Charges Register relating to a Deed of Variation dated 18 November 2004  |   |  |          |
| 5 | Edged and<br>numbered 27 in<br>brown (Part<br>of)   | First Floor Offices,<br>Northside House.                    | 02.06.2005<br>6 years from<br>1.2.2004                   |          |
| 6 | 07.03.2005<br>Edged and<br>numbered 29 in<br>brown  | Land and buildings at<br>Bristol International<br>Airport   | 01.02.2006<br>50 years from<br>1.2.2006                  | ST243972 |
|   | NOTE: See entry in the Charges Register relating to a Deed of variation dated 19 December 2007. |   |  |          |
| 7 | 24.02.2009<br>edged and<br>numbered 31 in<br>brown (part<br>of)                                 | Telecommunications Site<br>Bristol International<br>Airport | 12.12.2008<br>From<br>12.12.2008 to<br>30.6.2013         |          |







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- This title is dealt with by Land Registry, Plymouth Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORTH SOMERSET

- 1 (21.11.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land and buildings at Cornerpool Farm, Redhill.
- 2 (21.11.2005) The Conveyance dated 7 July 1977 referred to in the Charges Register contains a provision as to boundary structures.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (21.11.2005) PROPRIETOR: BRISTOL INTERNATIONAL AIRPORT LTD (Co. Regn. No. 2078692) of Bristol International Airport, Lulsgate, North Somerset BS48 3DY.
- 2 (21.11.2005) The price stated to have been paid on 3 October 2005 was £93,200.
- 3 (21.11.2005) RESTRICTION: No disposition of the registered estate (other than the grant of a lease or leases) by the proprietor of the registered estate is to be registered without a certificate signed by a solicitor on behalf of the City Council of Bristol of The Council House, College Green, Bristol, BS1 5TR or on behalf of Bristol International Airport Limited of Bristol International Airport, Lulsgate, Bristol, BS48 3DY that the provisions of Schedule 4 of a Call Option dated 24 January 2001 have been complied with.



## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (21.11.2005) A Conveyance of land lying to the north of the land in this title dated 19 February 1948 made between (1) James Winstone (Vendor) and (2) Secretary of State for Air (Purchaser) contains the following covenants by the vendors:-

"The Vendor, his himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the restricted area and every part thereof by whomsoever the restricted area or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Purchaser and his successors in title and assigns owner or owners for the time being of the conveyed property or of any part thereof) hereby COVENANTS with the Purchaser and his successors in title to the conveyed property and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto

### THE THIRD SCHEDULE

#### COVENANTS affecting the restricted area

(a) That no building structure or other erection fence shed stack or chimney or obstacles of any kind or of whatever description and whether permanent or temporary shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the restricted area and that no existing fencing or any fencing hereafter to be erected in substitution in height beyond the height of the fencing now standing thereon

(b) That no trees or hedges of whatever description shall be planted or be permitted to be planted hereafter or to grow on the restricted area

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or remain over the restrictive area

(d) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if the Vendor or any person deriving title under him in respect of the restricted area shall for fourteen days after notice in writing given by the Purchaser or his successors in title in respect of the conveyed property or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Purchaser and his successors in title or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the restricted area or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any such buildings structures or other erections as aforesaid and any mast overhead cable or wire and to cut fell lop or prune any timber trees or hedges placed erected planted or growing upon the restricted area in contravention of the covenants hereinbefore contained or the rights hereby granted and to carry out any work necessary to comply with such covenants the Vendor or his successors in title as aforesaid paying the cost and expense thus incurred the Purchaser nevertheless doing as little damage as possible to the restricted area PROVIDED ALWAYS that any action taken by the Purchaser or his successors in title as aforesaid under this sub-clause shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise

- 2 (21.11.2005) The land is subject to the following rights reserved by the Conveyance dated 19 February 1948 referred to above:-

"All the rights in relation to the restricted area which said rights are described in the Second Schedule

### THE SECOND SCHEDULE

#### RIGHTS affecting the restricted area

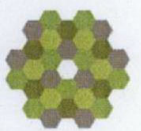
## C: Charges Register continued

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing PROVIDED that the right granted by this paragraph shall not prejudice or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.
2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective".
- 3 (21.11.2005) The land is subject to the rights reserved by a Conveyance of the land in this title dated 7 July 1977 made between (1) Herbert Maurice Ogborne (2) Michael John Ashman and Sylvia Grace Ashman and (3) Bob Cowell.  
*NOTE: Copy filed.*
- 4 (21.11.2005) A Transfer of the land in this title dated 3 October 2005 made between (1) The City Council of Bristol (Vendor) and (2) Bristol International Airport Ltd (Purchaser) contains restrictive covenants.  
*NOTE: Copy filed.*

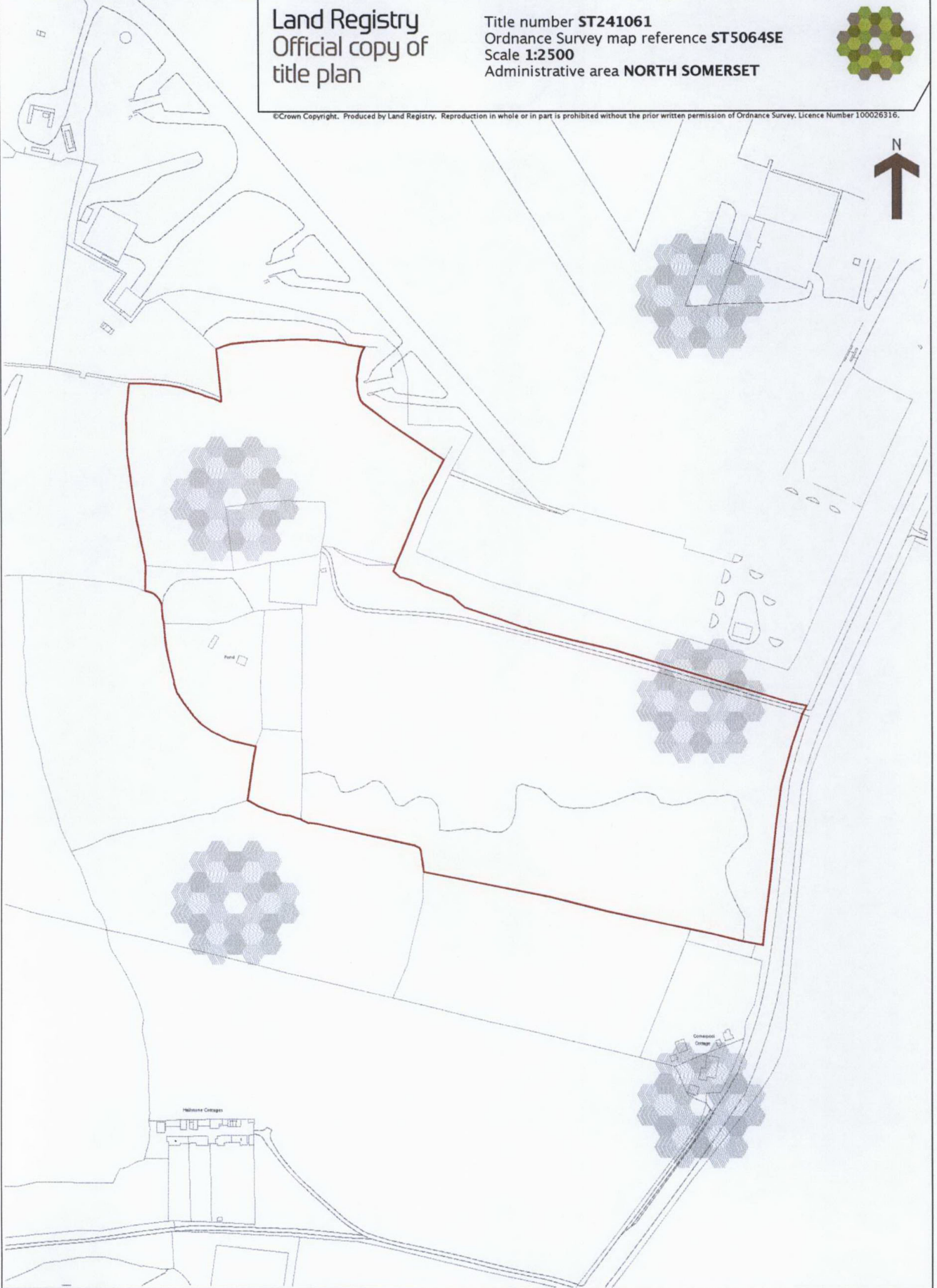
End of register

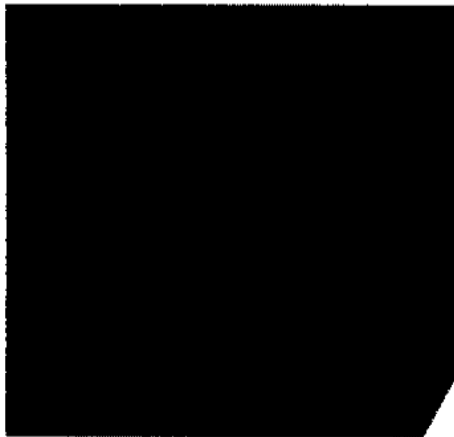
Land Registry  
Official copy of  
title plan

Title number **ST241061**  
Ordnance Survey map reference **ST5064SE**  
Scale **1:2500**  
Administrative area **NORTH SOMERSET**



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- Issued on 06 Dec 2010.
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- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Plymouth Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORTH SOMERSET

- 1 (25.06.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Bristol International Airport, Lulsgate (BS48 3DY).
- 2 (25.06.2007) The land in this title has the benefit of the following rights granted by a Conveyance of the land tinted pink on the title plan and other land dated 19 February 1948 made between (1) James Winstone (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"1. THE Vendor as beneficial owner hereby grants unto the Purchaser..... Secondly all the rights in relation to the restricted area ..... which said rights are described in the Second Schedule hereto to the intent that such rights shall be for ever appurtenant to the conveyed property and the adjoining land ..... for all purposes connected with the use occupation and enjoyment thereof

### THE SECOND SCHEDULE

#### RIGHTS affecting the restricted area

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing

## A: Property Register continued

or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.

2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective.

**NOTE:** The land tinted blue on the title plan comprises part of the adjoining land referred to.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (25.06.2007) PROPRIETOR: BRISTOL INTERNATIONAL AIRPORT LIMITED (Co. Regn. No. 02078692) of The Administration Building, Bristol International Airport, Lulsgate, North Somerset BS48 3DY.
- 2 (25.06.2007) The price stated to have been paid on 23 February 2007 was £70,000.
- 3 (25.06.2007) RESTRICTION: No disposition (other than the grant of a lease or leases) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the City Council of Bristol or its conveyancer that the provisions of paragraph 13 of the Schedule to an Agreement dated the 23 February 2007 made between (1) The City Council of Bristol and (2) Bristol International Airport have been complied with.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (25.06.2007) By a Conveyance dated 27 March 1946 made between (1) Francis Henry Ashman and others (the Vendors) and (2) Secretary of State for Air (the Purchaser) the land tinted blue on the title plan together with other land was conveyed subject as follows:-

"Subject nevertheless to the legal rights of way and water and other actual easements apparent easements and quasi-rights and to the powers and provisions contained in the Bristol Waterworks Acts more particularly mentioned in a Conveyance dated the Seventh day of September One thousand eight hundred and ninety five and made between Francis William Forester of the first part The Right Honourable William Waldegrave Earl of Selborne and Frederick George Hilton Price of the second part and James Sanders of the third part being a Conveyance of the property hereby conveyed with other property so far as the same relate to or affect the property hereby conveyed and are still subsisting undetermined and capable of taking effect or being enforced."

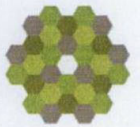
**NOTE:** No further details of the Conveyance dated 7 September 1895 were supplied on first registration.

End of register

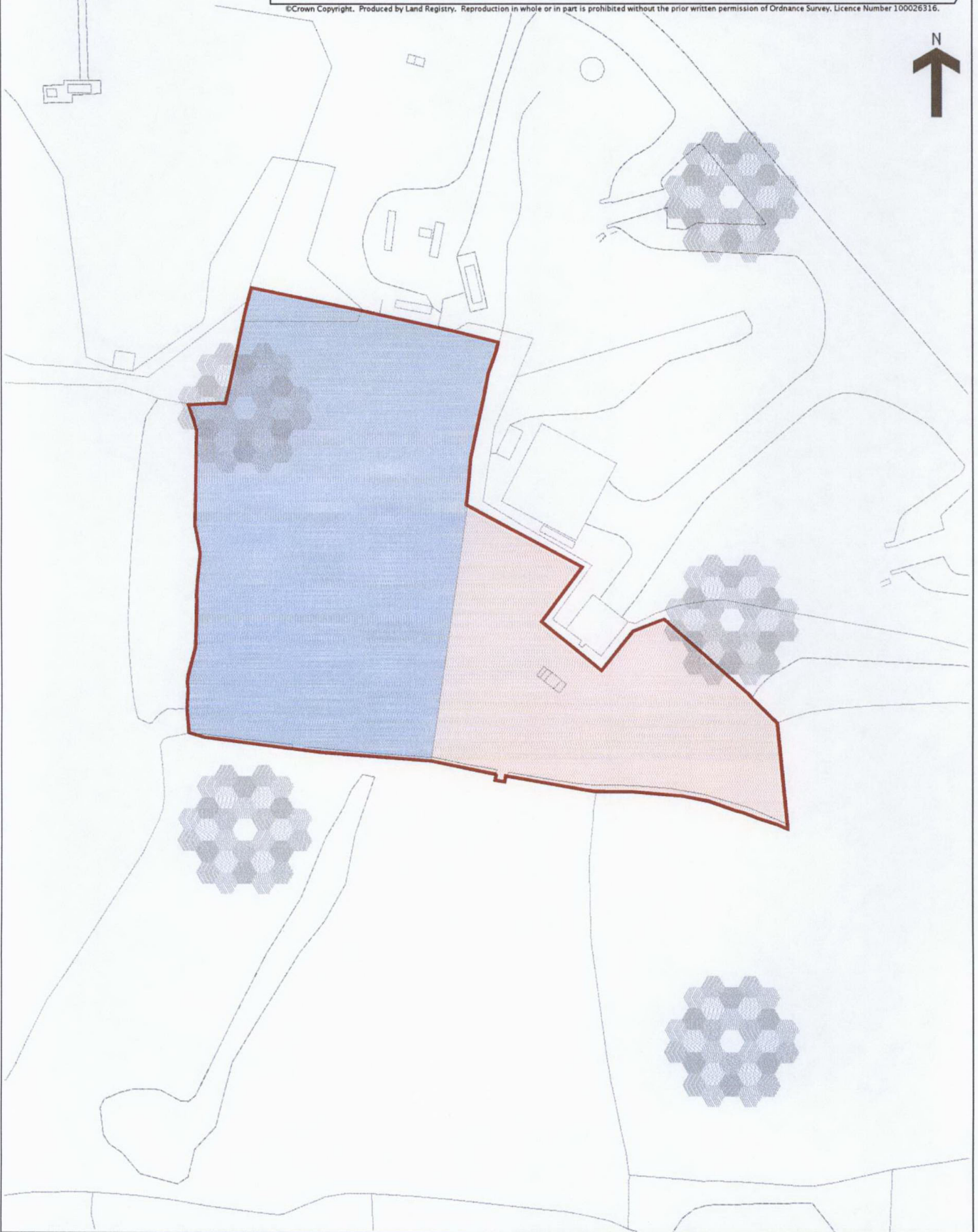


Land Registry  
Official copy of  
title plan

Title number **ST256857**  
Ordnance Survey map reference **ST5064NW**  
Scale **1:1250**  
Administrative area **NORTH SOMERSET**



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## **THE FOURTH SCHEDULE**

### **(Obligations entered into by BAL with the Council)**

BAL hereby covenants with the Council as follows:

#### **Part 1 – Obligations relating to surface access**

##### **Public Transport**

1. For the purposes of this Part "public transport" shall be defined as including any mode of transport other than private motor vehicles hackney carriages and private hire vehicles
2. To provide the Council with a Bristol Airport Surface Access Strategy (ASAS) within 12 months of the Commencement of Development which shall update the Airport Surface Access Strategy in place at the date of this Agreement and such strategy will include (but not be limited to):
  - 2.1. Details of service improvements that BAL will undertake in order to increase the modal share of air transport passengers travelling to and from the Airport by public transport to 15% when the Airport achieves an air passenger throughput of 10 million passengers per annum through the procurement of improved public transport services to and from the Airport.
  - 2.2. The steps under paragraph 2.1 of Part 1 of this Schedule shall include for the setting of intermediate annual targets to achieve the 15% modal share and in the event any of the intermediate annual targets are not achieved the ASAS shall be reviewed by BAL as soon as it becomes apparent such annual targets will not be reached and remedial measures shall be proposed to enable the said targets to be achieved which may include further improvements or adjustment to public transport services to and from the Airport, increased marketing of public transport services and/or a review of the passenger car

parking strategy to be developed in conjunction with the Bristol Airport Transport Forum. These remedial measures shall be implemented as soon as reasonably practicable in accordance with a programme to be agreed by the local planning authority (whose approval shall not be delayed or withheld unreasonably).

- 2.3. Detailed proposals including a programme for the improvement of the Bristol Flyer to Bristol to include increasing the service frequency, in a phased manner consistent with the intermediate annual targets, to up to eight services per hour at 10 million passengers per annum and vehicle and service enhancements. The service improvements shall be implemented in accordance with these details subject to any further review of the ASAS undertaken pursuant to paragraph 4 of Part 1 of this Schedule.
- 2.4. Detailed proposals for the improvement of public transport services serving the local community including an Enhanced '121' Bus Service to Weston-super-Mare which shall commence when air passenger throughput numbers reach 7.3 million passengers per annum
- 2.5. Proposals for a new hourly 'Weston Flyer' airport express service to Weston-super-Mare town centre. Implementation of the service (its details having been prepared in consultation and by agreement with the Council) shall commence when air passenger throughput numbers reach 8 million passengers per annum and shall thereafter be increased to a half hourly frequency to commence when air passenger throughput numbers reach 10 million passengers per annum, subject to patronage and viability
- 2.6. Proposals to improve the public transport connectivity between the Airport and Bath including a direct bus service which shall commence when air passenger throughput numbers reach 9 million passengers per annum.



- 2.7. Proposals, including a programme for implementation, to introduce long distance bus services to destinations in Devon and Wales, the viability and potential usage of which shall be reviewed when air passenger throughput numbers reach 8, 9 and 10 million passengers per annum respectively.
- 2.8. Detailed proposals to integrate the public transport services serving the Airport with the Rapid Transit Link being delivered by the West of England Partnership where appropriate shall be submitted to the Council no later than 6 months prior to the Rapid Transport Link being implemented and brought into public use. These details (having been approved by the Council) shall be implemented in accordance with an agreed programme.
- 2.9. Detailed proposals to be submitted to the Council within 3 months of the Commencement of the Development for a local community concessionary fare system for residents within BS40, BS48 and BS49 postcodes which provides a discount of at least 50% on the published fare for the Bristol Flyer and includes a detailed marketing plan to raise awareness of the local community concessionary fare arrangements in the local community and shall be implemented within three months of the Commencement of Development and shall be retained as long as the Bristol Flyer service or any such replacement of this service is in operation.
- 2.10. The continuation and enhancement of formal monitoring arrangements to enable the success of the ASAS to be measured and the regular reporting of the outcome of such monitoring to the Council.
- 2.11. The provision of a two yearly report of the travel patterns of staff employed by BAL and others employed at the Airport following Commencement of the Development and the findings of the report to be provided to the Council.

2.12. The provision of a review mechanism for the proposals outlined in paragraphs 2.3, 2.4 and 2.5 of this Part which shall provide that, in the event any of those proposals do not result in an effective and well utilised bus service after a period of time to be defined in the ASAS, alternative proposals to improve these public transport links shall be submitted and approved by the Council and subsequently provided by BAL

2.13. Proposals to encourage those companies operating retail and catering concessions at the Airport when the new terminal building is open to the public to consolidate off site the deliveries of goods to the Airport using a consolidation centre such as that at Avonmouth (used for Cabot Circus) to help to reduce the numbers of large goods vehicles on the A38 and other local roads serving the Airport.

3. To continue to convene the Bristol Airport Transport Forum on a bi-annual basis and to convene related working groups where necessary reporting back to the Bristol Airport Transport Forum on a regular basis.
4. To conduct in consultation with the Council further reviews of the ASAS every two years following its initial introduction. The reviews will consider the latest forecasts for future air passenger throughput numbers and include detailed public transport proposals for the following two year period.
5. To contribute £100,000 (ONE HUNDRED THOUSAND POUNDS) per annum for a period of 10 years as is required by the Steering Group to be paid into a public transport fund to be held jointly by BAL and the Council and to be used to subsidise the promotion, running and use of local airport-related public transport services including but not limited to the Enhanced 121 Bus Service, recurring costs associated with running such local public transport services (such as marketing, bus stop timetables and at-stop publicity) and with the first payment payable when air

passenger throughput reaches 7 million passengers per annum (so that the Enhanced 121 Bus Service can commence at 7.3 million passengers per annum) and thereafter payable on the anniversary of this date for a period of 9 years SAVE that:-

5.1 any payments made out of the fund shall be spent according to the priorities and objectives confirmed by the Steering Group in order to achieve the public transport targets AND in the event any part of the contribution paid to the Council is not spent for the purposes provided for within 10 years of the date of payment that part shall be repaid to BAL together with any interest accrued within 14 days from the expiry of the said 10 year period; and

5.2 BAL may cease payment of the contribution under paragraph 5.1 of this Part if the 15% modal share target under paragraph 2.1 of this Part is reached PROVIDED that this does not result in a reduction in the local public transport services supported by the said contribution and that if at any time within the 10 year period set out in paragraph 5.1 of this Part the modal share target falls below 15% BAL shall within 28 days recommence the payment of the contribution in accordance with paragraph 5.1 of this Part until such time as the 15% modal share target is attained or the ten year period expires whichever is the earlier

6. To contribute £250,000 (TWO HUNDRED AND FIFTY THOUSAND POUNDS) in such instalments as is required by the Steering Group to be used towards the reasonable cost of any new or upgraded bus stop infrastructure (including real time information) that may be needed as a result of any new services delivered due to the proposed improvements under paragraphs 2.3, 2.4, 2.6 and 5 of Part 1 of this Schedule and where such infrastructure does not already exist such instalments to be paid to the Council within 28 days of receipt by BAL of a written notice from the

Council demanding such amount to be paid as confirmed by the Steering Group (such notice shall not be served on BAL before passenger throughput reaches 7.3 million passengers per annum) and expended by the Council over a period of 10 years following the date of payment of the contribution in accordance with the reasonable recommendations of the Steering Group SAVE that in the event any part of the contribution paid to the Council is not spent for the purposes provided for within 10 years of the date of payment that part shall be repaid to BAL together with any interest accrued within 14 days from the expiry of the 10 year period.

7. To contribute £100,000 (ONE HUNDRED THOUSAND POUNDS) in such instalments as is required by the Steering Group to be used towards the reasonable cost of maintaining the real time bus stop displays to be delivered pursuant to paragraph 6 of this Part such instalments to be paid to the Council within 28 days of receipt by BAL of a written notice from the Council demanding such amount to be paid as confirmed by the Steering Group (such notice shall not be served on BAL before passenger throughput reaches 7.3 million passengers per annum) and expended by the Council over a period of 10 years following the date of payment of the contribution in accordance with the reasonable recommendations of the Steering Group SAVE that in the event any part of the contribution paid to the Council is not spent for the purposes provided for within 10 years of the date of payment that part shall be repaid to BAL together with any interest accrued within 14 days from the expiry of the 10 year period.
8. Within 6 months of Commencement of Development to facilitate the setting up of the Steering Group.
9. To encourage and facilitate all public transport together with hackney carriages and private hire vehicles visiting the Airport to use the public transport interchange to be provided at the Airport in accordance with the Planning Permission for dropping off

and picking up passengers

Airport-related Vehicular Movements

10. To provide detailed proposals to be agreed with the Council to achieve a reduction in the number of persons employed at the Airport who drive to and from the Airport by single occupancy car to no more than
  - (a) 83% of the total number of persons employed at the Airport by 31 December 2011;
  - (b) 79% of the total number of persons employed at the Airport by 31 December 2013; and
  - (c) 75% of the total number of persons employed at the Airport by 31 December 2015.
11. Within 6 months from the date of Commencement of Development to implement a Staff Travel Plan to be approved by the Council which shall aim to achieve the targets set out in paragraph 10 of this Part and include (but not be limited to) the following measures:
  - (a) The appointment of a Staff Travel Plan Co-ordinator with responsibility for the management and implementation of the Staff Travel Plan;
  - (b) The operation of an airport-wide car sharing scheme;
  - (c) Concessionary fares for staff using the Bristol Flyer;
  - (d) Secure storage for bicycles;
  - (e) A Staff Car Parking Management Plan which relates to the achievement of the Staff Travel Plan targets recognising the job requirements and transport needs of Airport employees and contractors
  - (f) A baseline staff survey to be undertaken within three months of the date of Commencement of Development of the modes of transport used by persons

- employed at the Airport in commuting to work at the Airport;
- (g) Further staff surveys to be undertaken every two years using the Council's iTRACE system, or similar, to monitor the effectiveness and suitability of the Staff Travel Plan measures;
- (h) A review mechanism so that the Staff Travel Plan measures can be adjusted in the light of the performance results from the monitoring surveys in line with the achievement of the targets.
12. To use reasonable endeavours to procure that each third party employer of more than 20 staff based and working at BAL introduces a Staff Travel Plan to promote and encourage the use by their employees of modes of transport other than private motor vehicles hackney carriages and private hire vehicles and to promote and encourage car sharing.
13. To produce a code of practice within six months of the Commencement of Development for any hackney carriage group or private hire vehicle operator appointed by BAL as the official taxi operator for the Airport where such hackney carriage or private hire vehicles under the control of that group or operator are dropping off or picking up customers from the Airport. Such code of practice shall be prepared in consultation with the Council and the hackney carriage group or private hire vehicle operator and shall set out service standards, targets contained in the ASAS and measures to reduce or avoid the use of the B3130 through Barrow Gurney. BAL shall use reasonable endeavours to ensure compliance with the said code of practice by drivers of the hackney carriages or private hire vehicles appointed as the official taxi operator for the Airport.

#### Sub-regional transport schemes

14. For the purposes of paragraphs 15 to 32 of this Part 1 of the Fifth Schedule:

"BRT Phase 1" means phase 1 of the Rapid Transport network between Ashton Vale and Temple Meads as defined in the major scheme bid submitted to the Department for Transport by the West of England Partnership on 18 February 2009 proposed within the administrative areas of the Council and Bristol City Council and estimated to cost £47.8 million;

"South Bristol Link" means a transport link approximately 5km long including new and existing highway, new rapid transit and adjacent segregated cycle and pedestrian routes between the A370 Long Ashton bypass west of Bristol and Hengrove Park in South Bristol as described in the March 2010 submission by the West of England Partnership to the Department for Transport titled 'South Bristol Link: Major Scheme Business Case: Programme Entry March 2010';

"Conditional Approval" means the stage (stage 3) at which the Department for Transport confirms its formal commitment to fund a scheme subject to conditions and obtaining all the necessary statutory powers and consents for the scheme which then enables any necessary tendering process to take place;

"Full Approval" means the formal confirmation (stage 4) by the Department for Transport that it will contribute to funding a scheme on the basis that an authority has fulfilled the conditions imposed at conditional approval stage (stage 3)

"SBL Benefits" means the following benefits relating to the provision of the Alternative SBL Scheme:

- (i) The provision of dedicated infrastructure for public transport services, suitable for use by the Bristol Flyer, including:
  - a. A direct connection into the Ashton Vale to Temple Meads Rapid Transit system for the Bristol Flyer route into Bristol City Centre; and
  - b. Bus priority measures between the A38 and South Bristol suitable for use by bus services servicing the Airport (such as a Bath Flyer) between Bristol Airport, South Bristol and Bath.
- (ii) The provision of facilities for connections between public transport services and the area-wide Rapid Transit system;
- (iii) Improvements to accessibility between the Airport, Bristol City Centre and the motorway network (M5) through the provision of a highway link between the A38 and the A370 to the south west of Bristol;
- (iv) Improvements to accessibility between the Airport and South Bristol through the provision of a highway link between the A38 and the A4174 Bristol Ring Road at Hengrove Park; and
- (v) Improvements to accessibility between the Airport and the wider West of England sub-region including, North Bristol and the northern fringe (via the M5), and Kingswood, Keynsham, Saltford and Bath, via the A4174 Bristol Ring Road.

"SBL Design Standards" means the following layout and standard requirements relating to the provision of the Alternative SBL Scheme:

- (i) A Rapid Transit route shall be provided throughout, including either guided or unguided (on street) sections with a minimum design speed of 30kph including high quality stops at a nominal spacing of 750m in urban areas;
- (ii) A segregated surfaced cycle and pedestrian path shall be provided along the full length of the scheme;



- (iii) All highways shall be designed as single 2-lane (S2) carriageways, 7.3m in width, with local widening at junctions where necessary. The need for climbing lanes will be considered and provided where appropriate in accordance with the advice in the Design Manual for Roads and Bridges;
- (iv) The design speed shall be a minimum of 70kph (40mph) for highways in rural areas; 50kph (30mph) in urban areas;
- (v) New junctions on the A370 and the A38 shall be designed as roundabouts and/or traffic signals.

"Alternative SBL Scheme" means an alternative scheme to the South Bristol Link to improve accessibility to the Airport and which complies in full with both the SBL Benefits and the SBL Design Standards

- 15. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming that Full Approval for the construction of BRT Phase 1 has been achieved to pay to the Council a contribution of £250,000.00 towards the costs incurred by the Council in undertaking the construction works required for BRT Phase 1, subject to the provisions of paragraph 22
- 16. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming that the construction of BRT Phase 1 has commenced to pay to the Council a contribution of £0.5 million towards the costs incurred by the Council in undertaking the construction works required for BRT Phase 1, subject to the provisions of paragraph 22
- 17. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming that the midpoint of the construction programme for BRT Phase 1 has been reached to pay to the Council a contribution of £0.5 million towards the

costs incurred by the Council in undertaking the construction works required for BRT Phase 1, subject to the provisions of paragraph 22

18. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming that Full Approval for the construction of the South Bristol Link has been achieved to pay to the Council a contribution of £750,000.00 towards the costs incurred by the Council in undertaking the construction works required for South Bristol Link, subject to the provisions of paragraph 23
19. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming the date of commencement of construction of the South Bristol Link (such notice shall not be served earlier than 28 days before the commencement of the construction of the South Bristol Link) to pay to the Council a contribution of £1.119 million towards the costs incurred by the Council in undertaking the construction works required for the South Bristol Link, subject to the provisions of paragraph 23
20. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming that the day being one third into the construction programme for the South Bristol Link has been reached to pay to the Council a contribution of £1.119 million towards the costs incurred by the Council in undertaking the construction works required for the South Bristol Link, subject to the provisions of paragraph 23
21. No later than 28 days after the date receipt by BAL of a written notice from the Council confirming that the day being two thirds into the construction programme for the South Bristol Link has been reached to pay to the Council a contribution of £1.119 million towards the costs incurred by the Council in undertaking the

construction works required for the South Bristol Link, subject to the provisions of paragraph 23

22. In the event that the cost of the BRT Phase 1 at Full Approval stage is less than the cost stated in paragraph 14 of this Part there shall be a pro-rata reduction in the relevant contributions payable under paragraphs 15, 16 and 17 of this Part.

23. In the event that the cost of the South Bristol Link at Full Approval stage is less than £57.386 million there shall be a pro-rata reduction in the relevant contributions payable under paragraphs 18, 19, 20 and 21 of this Part.

24. Any sums paid to the Council by BAL under paragraphs 15, 16, 17, 18, 19, 20 or 21 of this Part and not spent for the purposes provided for within 5 years of the date of payment shall be repaid to BAL together with any interest accrued within 14 days from the expiry of the 5 year period.

25. The sums identified in paragraphs 15, 16 and 17 of this Part shall only be payable if construction of the schemes identified therein commences within ten years of the first extension to the terminal building hereby permitted being brought into operational use.

26. The sums identified in paragraphs 18, 19, 20 and 21 of this Part shall only be payable if construction of the South Bristol Link commences prior to 1 January 2025.

27. In the event the BRT Phase 1 fails to achieve Full Approval from the Department for Transport (i.e. it is rejected) the sums identified in paragraphs 15, 16 and 17 of this Part will no longer be payable and a contribution of £625,000 shall be paid by BAL into a public transport fund to be held jointly by BAL and the Council for the purposes of undertaking improvements to public transport services and routes to improve

accessibility to the Airport such contribution payable no later than 28 days after the date of receipt by BAL of a written notice from the Council demanding such amount to be paid as confirmed by the Steering Group. SAVE that the amount of the contribution payable by BAL under this paragraph shall be conditional on the prior confirmation of the Steering Group that the payment and amount of the contribution from BAL is required and payments made out of the said fund shall be allocated according to the priorities confirmed by the Steering Group.

28. In the event the South Bristol Link fails to achieve Full Approval following the first submission to the Department for Transport because it is rejected or if the scheme fails to secure funding in this or a further bid process or if the scheme is abandoned the sums identified in paragraphs 18, 19, 20 and 21 of this Part will no longer be payable and if the Alternative SBL Scheme is progressed a contribution of up to £4.108 million will be payable by BAL in three equal instalments to the Council as a contribution towards the costs incurred by the Council in providing the Alternative SBL Scheme and expended prior to 1 January 2025. SAVE that in the event any part of the contribution paid to the Council is not spent for the purposes provided for prior to 1 January 2025 that part shall be repaid to BAL together with any interest actually accrued within 14 days following 1 January 2025.

29. The contribution to be paid under paragraph 28 of this Part shall be paid in three equal instalments as follows:

- (i) the first instalment shall be payable within 28 days after receipt by BAL of a written notice from the Council confirming the date of commencement of construction of the Alternative SBL Scheme (such notice shall not be served earlier than 28 days before the commencement of the construction of the said

Alternative SBL Scheme)

- (ii) the second instalment shall be payable within 28 days after receipt by BAL of a written notice from the Council confirming that the day being one third into the construction programme for the Alternative SBL Scheme has been reached (such notice shall not be served earlier than 28 days before the day being one third into the construction programme for the said Alternative SBL Scheme)
- (iii) the third instalment shall be payable within 28 days after receipt by BAL of a written notice from the Council confirming that the day being two thirds into the construction programme for the Alternative SBL Scheme has been reached (such notice shall not be served earlier than 28 days before the day being two thirds into the construction programme for the said Alternative SBL Scheme)

30. In the event the SBL Scheme fails to secure funding or is not progressed and the Alternative SBL Scheme is not progressed so that construction work does not commence on either the SBL Scheme or the Alternative SBL Scheme prior to 1 January 2025 the sums identified in paragraphs 28 and 29 of this Part will no longer be payable and a contribution of up to £2.054 million will be payable by BAL to the Council as a contribution towards the costs incurred by the Council in providing alternative schemes to improve accessibility to the Airport such contribution to be paid within 28 days after receipt by BAL of a written notice from the Council confirming the date of commencement of construction of the alternative schemes (such notice shall not be served earlier than 28 days before the commencement of the construction of the said alternative schemes) and expended prior to 1 January 2025 SAVE that in the event any part of the contribution paid to the Council is not spent for the purposes provided for prior to 1 January 2025 that part shall be repaid

to BAL together with any interest accrued within 14 days following 1 January 2025.

31. In the event only the part of the South Bristol Link between the A38 and the A370 achieves Full Approval and the construction of that part commences prior to 1 January 2025 the sums identified in paragraphs 18, 19, 20 and 21 of this Part will remain payable by BAL in accordance with those paragraphs and no further payments will be made thereafter in the event the rest of the South Bristol Link achieves Full Approval at a later point in time.

32. In the event only the part of the South Bristol Link between the A38 and South Bristol achieves Full Approval and the construction of that part commences prior to 1 January 2025 the sums identified in paragraphs 18, 19, 20 and 21 of this Part shall be reduced by 35% payable by BAL in accordance with those paragraphs and no further payments will be made thereafter in the event the rest of the South Bristol Link achieves Full Approval at a later point in time.

#### Local Highway Improvement Works

33. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming the date of commencement of improvement works to the B3130 in Barrow Gurney village comprising traffic calming and reduction of the highway capacity (such notice shall not be served earlier than 28 days before the commencement of the said improvement works) to pay to the Council a contribution of up to £200,000.00 towards the costs incurred by the Council in undertaking the said improvement works and in the event that the final cost of the Barrow Gurney improvement works is less than £200,000.00 the Council shall be entitled to use the unexpended balance of the said contribution in consultation with Bristol Airport as a contribution towards other schemes for the improvement of highways local to the

Airport which improve access to or around the Airport.

34. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming the date of commencement of traffic monitoring and a traffic survey of the B3130 around Chew Magna to pay to the Council a contribution of up to £40,000.00 towards the costs incurred by Bath and North East Somerset Council in undertaking the said survey and monitoring works
35. No later than 28 days after the date of receipt by BAL of a written notice from the Council confirming the date of commencement of highway safety and improvement works to the B3130 around Chew Magna (being such works as are recommended following the survey and monitoring work undertaken under paragraph 34 of this Part) to pay to the Council a contribution of up to £60,000.00 towards the costs incurred by Bath and North East Somerset Council in undertaking the improvement works

## **Part 2 - Obligations relating to Noise**

### **Air Noise**

1. To implement a noise control scheme for the Airport ("the Noise Control Scheme") in accordance with BAL's powers under Section 38 of the Civil Aviation Act 1982 (as substituted by section 1 of the Civil Aviation Act 2006) within 12 months of the Commencement of the Development, subject to an order being made by the Secretary of State under Section 38B of the Civil Aviation Act 2006 and in the event of a failure of the Secretary of State to make such an order, to introduce a Penalty Scheme in accordance with Bristol Airport's powers under Section 78 of the Civil Aviation Act 1982 (as substituted by section 1 of the Civil Aviation Act 2006).

2. Where permitted by statute the Noise Control Scheme (or Penalty Scheme) shall require BAL to impose penalties for the breach of noise limits and to provide incentives for the use of quieter aircraft. BAL shall state the sum of the penalties with reference to similar schemes in operation at other UK airports, such as Birmingham and Manchester, and what mechanisms will be used to review such sums. The penalties shall be published on an annual basis in a format to be agreed.
3. Either directly or where permitted by statute via the Airport Environmental Improvement Fund to pay an amount equal to the amount of any penalty imposed under paragraph 2 of this Part for purposes which BAL identifies to be likely to mitigate direct and indirect impacts of the Development on persons who live in the area in which the Airport is situated.
4. BAL shall encourage operators of aircraft to adopt operational procedures and practices in conjunction with the Flight Operations Committee aimed at achieving ongoing improvements in the levels of aircraft noise and minimising the impact of noise, and facilitate the adoption of these procedures and practices including:
  - 4.1 The use of continuous descent approaches wherever possible consistent with flight safety.
  - 4.2 The avoidance of reverse thrust between 23:00hrs and 06:59hrs consistent with flight safety.
  - 4.3 The application of best practice flight management procedures which might reasonably be expected to reduce noise and fuel burn within the constraints of the Airport's existing controlled airspace and within the constraints of safety and the operational performance requirements of the individual aircraft. Operational performance towards the achievement of adopted noise management procedures will be reviewed in conjunction with the Flight Operations Committee.



5. To produce an annual air noise monitoring report which shall include noise contours, noise monitoring and track keeping results, noise quota usage, noise complaints, aircraft movements and provide a progress report on noise management initiatives with both reports published on BAL's website and copies made available free of charge to the public upon request.
6. To report to the Consultative Committee and the Council the noise statistics collected by BAL in exercise of its obligations in this Agreement on an annual basis and make this available to the public.

#### Ground Noise

7. To produce a ground noise management strategy for the Airport ("the Ground Noise Management Strategy") in consultation with the Council, NATS and airlines within 12 months of the Commencement of the Development which will identify measures to minimise the effects of ground noise, including:
  - (a) The phased installation of fixed electrical ground power.
  - (b) Operational and procedural controls on the ground running of aircraft.
  - (c) The installation of noise attenuation buildings and screens.
  - (d) Identification of key performance indicators for monitoring ground noise management.
8. To implement the Ground Noise Management Strategy by maintaining and enforcing standing instructions in relation to activities covered by the Ground Noise Management Strategy and to use reasonable endeavours to procure the implementation by aircraft operators of the Ground Noise Management Strategy, including pursuing follow up action with the operators of aircraft that disregard the standing instructions subject to constraints of safety.
9. To report on progress against the Ground Noise Management Strategy to the

Consultative Committee and the Council on an annual basis and make such reports available to the public.

### **Part 3 - Obligations relating to Air Quality**

1. To monitor the air quality in the vicinity of the Airport from the Commencement of Development in accordance with the following requirements:
  - 1.1. Continuous monitoring of oxides of nitrogen and fine particulate matter (PM<sub>10</sub>) at an appropriate fixed site to be agreed with the Council.
  - 1.2. Diffusion tube monitoring of nitrogen dioxide at not less than eight sites to be agreed with the Council. In addition, co-location monitoring with at least three diffusion tubes should be established at the site of the fixed continuous monitoring.
  - 1.3. To provide to the Council an annual report of the monitoring with a summary of the results described in paragraph 1.1. and 1.2 of this Part.
  - 1.4. To review the air quality monitoring results with the Council on an annual basis and within six months of the summary monitoring data being made available to the Council under paragraph 1.3 of this Part to submit to the Council details of schemes of appropriate and proportionate measures to be implemented by BAL in the event that the said monitoring identifies a significant deterioration in the air quality at the Airport which could lead to exceedences of National Air Quality Objectives if no action were taken or if the results exceed 90% of the National Air Quality Standards. For the avoidance of doubt significant deterioration of air quality will have occurred if the average concentration of oxides of nitrogen increases by more than 15% compared with the average levels recorded in the five

years preceding the commencement of the monitoring described in 1.1 and 1.2 of this Part or if more the particulate levels exceed  $50\mu\text{g}/\text{m}^3$  in more than 15 days in a calendar year.

- 1.5. To undertake any works identified as a result of paragraph 1.4 of this Part as soon as is reasonably practicable.
2. To provide the results of the monitoring contained in paragraph 1 of this Part to the Consultative Committee and the Council within 28 days of the final results becoming available to BAL and make these available to the public.

#### **Part 4 - Obligations relating to Employment**

1. To submit within 12 months of the Commencement of Development for approval by the Council a Skills and Employment Plan developed in conjunction with West at Work working with and through other agencies aimed at achieving the delivery of employment opportunities at the Airport for local residents in particular residents of the villages surrounding the Airport, South Bristol and Weston-super-Mare and the scheme shall include the following:
  - 1.1. A profile of the employment opportunities arising from the Development and a timeframe for these jobs becoming available.
  - 1.2. A marketing and communication strategy to raise awareness of Airport employment opportunities.
  - 1.3. A community engagement strategy to provide advice on the support training and jobs available to the various local communities in the Airport travel-to-work area.
  - 1.4. Engagement with local employment schemes to maximise opportunities for local people to benefit from employment opportunities

- 1.5. A young persons programme to promote employment and training opportunities through schools, education providers and organisations.
  - 1.6. Engagement with people from disadvantaged areas or backgrounds in the local community.
  - 1.7. Training programmes for potential employees.
  - 1.8. Engagement with partner companies and organisations working at the Airport to contribute to the overall plan.
  - 1.9. The identification of key performance indicators to measure the success of the plan.
  - 1.10. Arrangements for monitoring the success of the plan.
2. To provide the Council with a summary of the results of the monitoring required under paragraph 1.10 of this Part 4 on an annual basis

#### **Part 5 - Obligations relating to Community Benefit**

1. To establish prior to the Commencement of Development the Airport Environmental Improvement Fund to be administered by representatives of BAL and the Council on behalf of the local community and to be used for the purposes of funding:
  - 1.1 initiatives to mitigate the impact of aircraft and ground noise on the local community which may include but not be limited to noise insulation for schools and homes in affected areas, the construction of additional noise insulation barriers and the funding of school trips.
  - 1.2 the on-going improvement of transport infrastructure and services to and from the Airport with an emphasis on reducing the impact of airport traffic in the local

community and villages surrounding the Airport which may include but not be limited to road improvements, public transport initiatives and measures to reduce community severance.

- 1.3 nature conservation measures, educational projects and sustainability initiatives in the locality of the Airport outside the boundary of the Airport.
2. To pay as an initial deposit within 7 days of the establishment of the Airport Environmental Improvement Fund the sum of £100,000 into the said fund.
3. To pay into the Airport Environmental Improvement Fund further annual payments on the anniversary of the date of the initial payment of £100,000 provided that such annual payments shall be £100,000 increased by a percentage equal to the annual percentage increase in air passenger throughput at the Airport for the 12 month period preceding the annual payment (as recorded by the Civil Aviation Authority UK Airport Statistics).
4. The payments into the Airport Environmental Improvement Fund shall be supplemented with any penalties levied upon aircraft operators under the noise control scheme referred to in Part 2 of this Schedule.
5. For the purposes of this Part the local community and the locality shall include land within the parishes of Winford, Wroughton, Backwell, Brockley, Cleeve and Barrow Gurney.

#### **Part 6 – Monitoring and Review**

1. To review the following strategies and schemes in consultation with the Council within three years of the date each strategy or scheme has been adopted by BAL or within six months of the Airport achieving an additional throughput of a further 2 million passengers per annum over the throughput at the date the new terminal

building is open to the public (as recorded by the Civil Aviation Authority UK Airport Statistics) whichever is the sooner and thereafter at three yearly intervals:

- 1.1. Code of Practice for any hackney carriage or private hire vehicle operator appointed by BAL as the official taxi operator for the Airport;
- 1.2. The Noise Control Scheme;
- 1.3. The Ground Noise Management Strategy;
2. To incorporate any revisions into the strategies and schemes listed in paragraph 1 of this Part following each review as may be necessary from time to time.

## **THE FIFTH SCHEDULE**

### **(Obligations entered into by the Council with BAL)**

The Council hereby covenants with BAL as follows:

1. Provided that it can obtain the prior approval of the Steering Group to procure the Enhanced 121 Bus Service in conjunction with its process for renewing the Council's contract for the existing 121 service.
2. To use the contributions payable under this Agreement for the purposes specified within the Agreement
3. To repay such amount of any or all of the sums paid by BAL under paragraphs 5, 6 or 7 of Part 1 of the Fourth Schedule not spent for the purposes provided for within 10 years of the date of payment to BAL together with any interest actually accrued within 14 days from the expiry of the 5 year period
4. To repay such amount of any or all of the sums paid by BAL under paragraphs 15, 16, 17, 18, 19, 20, 21 or 27 of Part 1 of the Fourth Schedule not spent for the purposes provided for within 5 years of the date of payment to BAL together with any interest actually accrued within 14 days from the expiry of the 5 year period
5. To repay such amount of any or all of the sums paid by BAL under paragraph 28, 29 or 30 of Part 1 of the Fourth Schedule not spent for the purposes provided for prior to 1 January 2025 to BAL together with any interest actually accrued within 14 days following 1 January 2025
6. To provide to BAL such evidence as they may reasonably require in order to confirm the expenditure by the Council of the financial contributions paid by BAL under the Fourth Schedule to this Agreement
7. To serve a written notice on BAL within 28 days following whichever is the earlier of any failure of the SBL Scheme to secure funding or any decision that the SBL Scheme is not to be progressed or is to be abandoned (confirming the same)

8. To serve a serve written notice on BAL within 28 days following any decision to progress the Alternative SBL Scheme (confirming the same)
9. To serve a serve written notice on BAL within 28 days following any decision not to progress the Alternative SBL Scheme (confirming the same)
10. Not unreasonably to withhold consent to any approval requested by BAL pursuant to the terms of this Agreement and to use its reasonable endeavours to approve any document submitted to it pursuant to the terms of this Agreement within eight weeks of the date that the request is received by the relevant officer of the Council (or twelve weeks if the Council determines it to be prudent to seek legal or external professional advice on such document).



## **THE SIXTH SCHEDULE**

### **(The Steering Group)**

The terms of reference and administration of the Steering Group are:

1. To provide a structured forum for discussion between BAL, the relevant local authorities and local public transport providers with regard to the agreement of the timetable, routings and quality standards for the bus services to Weston Super Mare that may be partially or fully financially viable and any other proposals for airport related public transport within North Somerset, including community transport.
2. To help BAL to achieve its targets for public transport use and sustainable transport objectives
3. To consider, challenge, recommend, endorse and promote as appropriate specific measures to support the achievement of the public transport targets including the timing frequency and routings of services
4. To advise and make recommendations in respect of how the public transport contribution should be allocated
5. The priorities for expenditure shall comprise (i) improvements to surface access to the Airport and (ii) improvement of Public Transport to the Airport;
6. To monitor the performance and effectiveness of the service improvements in improving the surface access to the Airport and in relation to the achievement of public transport targets;
7. To monitor and comment on the public transport initiatives and infrastructure projects market promotion activities and service revenue support and subsidy projects proposed to contribute to the achievement of the public transport targets.
8. To have regard to the contents of the most up to date ASAS;

9. The Steering Group is to comprise no more than three nor less than one representative from each of the Council and BAL
10. The chairman and secretary will be appointed by the Council in consultation with members of the Steering Group. To ensure continuity in the operation of the Steering Group it is desirable (but not mandatory) for the chairman to be appointed for a minimum period of three years although there should be no prescribed maximum period of appointment.
11. Notices of meetings of the Steering Group shall be circulated in advance of any meeting to representatives on the Steering Group and the agenda shall contain any matters that are proper for the Steering Group to consider together with any relevant documents.
12. Minutes shall be prepared of Steering Group meetings which shall be distributed to all representatives on the Steering Group. The minutes of the meeting should be concise, but thorough.
13. Each member body shall have one vote (irrespective of the number of representatives of that body at the meeting) and it is expected that matters will usually be resolved by consensus.
14. The venue of the meeting should be decided by the Steering Group.
15. The Steering Group shall hold its first meeting immediately upon being set up and thereafter will meet at least two times a year.
16. The expenses incurred by the representatives on the Steering Group shall be met by the bodies with representatives on the Steering Group.
17. Meetings of the Steering Group will not be open to the press or the public.
18. Minutes of the Steering Group shall be sent to the Airport Transport Forum.
19. To consult with the relevant Parish Councils and Bristol Airport Transport Forum before the Steering Group proposals for public transport improvements are implemented.

THE COMMON SEAL of NORTH  
SOMERSET DISTRICT COUNCIL

was hereunto affixed in the presence

of: **Head of Legal and Democratic Services**

010756  
  
Authorised Signatory

EXECUTED as a DEED on behalf of

BRISTOL AIRPORT LIMITED

by: *Robert Sinclair*

  
Director

Witness Signature:

Name:

*Alan Davies*  
ALAN DAVIES

Address:

WILLOWCROFT, BRENT ROAD,  
EAST BRENT, HIGH BRIDGE

Occupation:

AIRPORT DIRECTOR

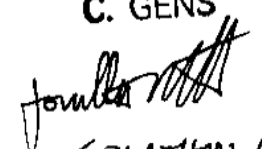
EXECUTED as a DEED by

  
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK

Authorised Signatory

X 

C. GENS

  
JONATHAN MAROTT