

Dated

27<sup>th</sup> April

2016

London Borough of Newham (1)

London City Airport Limited (2)

AMI Property Holdings Limited (3)

Docklands Aviation Group Limited (4)

London City Airport Jet Centre Limited (5)

West Silvertown Properties Limited (6)

North Woolwich Properties Limited (7)

Royal Bank of Scotland plc (8)

GLA Land and Property Limited (9)

Transport for London (10)

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**AGREEMENT**

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

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

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**Newham London**

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

Council Ref: 13/01228/FUL/NEW000081

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

THIS AGREEMENT is made the 27<sup>th</sup> day of April 2016

**BETWEEN:**

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

**RECITALS**

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



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

a planning obligation on terms similar to this Agreement

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

**NOW THIS DEED WITNESSES** as follows:-

#### **DEFINITIONS**

In this Agreement unless expressly specified otherwise:

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

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

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

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

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

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

and the Council (7)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Airport Website"** means [www.londoncityairport.com](http://www.londoncityairport.com) or any future replacement website for the Airport

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

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

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

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

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

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

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

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

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

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

**"Balancing Payment"** means in relation to any sum means the payment calculated

by subtracting the Pro Rata Payment from that sum

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

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

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

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

(i) the head leasehold interest of which is registered at the Land Registry under title number EX12292 ;

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

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

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

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

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

**"Bus and Taxi Access Scheme"** means a scheme detailing the following:

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

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

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

**"CADP 57dB Contour"** means the 57 dB Contour shown on Plan 4

**"CADP 63dB Contour"** means the 63 dB Contour shown on Plan 18

**"CADP 66dB Contour"** means the 66 dB Contour shown on Plan 5

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

**"CADP Noise Insulation Schemes"** means the First Tier Scheme, the Intermediate Tier Scheme and/or the Second Tier Scheme

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

**"CIL Regulations"** means the Community Infrastructure Regulations 2010 (as amended)

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

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

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

**"Construction Sound Insulation Scheme"** means a scheme (or any amended version of that scheme which is agreed in writing by the Council and which provides



at least an equivalent or better form of sound insulation) in the form of the draft attached to this Agreement at Annexure 10 which shall provide for sound insulation works to be undertaken at Affected Dwellings in order to mitigate the noise impacts of the construction of the Development and in any event incorporates the qualifying criteria and scope of works described in Annexure 10 for night-time and daytime construction noise

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

**"the Council"** means the **LONDON BOROUGH OF NEWHAM** whose address is Newham Dockside, 1000 Dockside Road, London E16 2QU

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

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

where:

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

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

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

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

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

**"the Development"** means the development of the Land comprising demolition of

existing buildings and structures and provision additional infrastructure and passenger facilities at the Airport including:

- (a) Demolition of existing buildings and structures;
- (b) 4 no. upgraded aircraft stands and 7 new aircraft parking stands;
- (c) Extension and modification of the existing airfield, including the creation of an extended taxi lane;
- (d) Emergency vehicle access point over King George V Dock;
- (e) Replacement landside forecourt to include vehicle circulation, pick up and drop off areas and hard and soft landscaping;
- (f) Eastern Extension to the existing Terminal Building (including alteration works to the existing Terminal);
- (g) Construction of a 3 storey passenger pier to the east of the existing Terminal;
- (h) Erection of Noise Barriers;
- (i) Western Extension and alterations to the existing Terminal;
- (j) Western Energy Centre, storage, ancillary accommodation and landscaping;
- (k) Facilitation Works including temporary coaching facility and extension to the outbound baggage area;
- (l) Upgrading works to Hartmann Road;
- (m) Passenger and staff parking, car hire parking, taxi feeder park and ancillary and related work;
- (n) Eastern Energy Centre;
- (o) Dock Source Heat Exchange System within King George V Dock; and
- (p) Ancillary and related work

**"Development Management Contribution"** means an annual contribution of fifty thousand pounds £50,000 Index Linked to be paid by the Airport Companies to the Council pursuant to paragraph 3 of Schedule 14 towards the additional cost of

processing applications for approvals and consents under this Agreement and the Planning Permission associated with it and payable pursuant to paragraph 3 of Schedule 14.

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

"DHN Operator" means an operator of the relevant DHN

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

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

"DLR Contributions" means the DLR Contribution Balance and the CADP DLR Contribution

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

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

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

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

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

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

- (a) increased frequency of trains (greater than 15 two-car trains per hour in each direction);*
- (b) introduction of at least one three-car train as part of the DLR Current Planned Service;*
- (c) extension of the Woolwich to Canning Town (two-car) shuttle service to Canary Wharf as part of the DLR Current Planned Service; or*
- (d) any other enhancement which may be agreed between the Council the Airport Companies and DLR'*

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

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

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

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

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

- (a) upgrading works to Hartmann Road (in accordance with Schedule 3);
- (b) passenger and staff parking;

(c) car hire parking; and

(d) taxi feeder park.

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

**"Eastern Energy Centre"** means the eastern energy centre proposed as part of the Development shown indicatively coloured green on "Plan 7"

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

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

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

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



connection with the Development:

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

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

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

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

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

**"First Tier Scheme"** means the scheme in the form attached to this Agreement at Annexure 2 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) incorporating sound insulation measures for Eligible Properties (as that term is defined in Annexure 2) within the Actual 57dB Contour

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

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

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

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

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

**"Group"** in relation to any party, that party and its subsidiary undertakings from time to time and the ultimate parent undertaking (if any) and every other undertaking which from time to time is a subsidiary undertaking of the same ultimate parent undertaking (if any) and the terms "undertaking", "subsidiary undertaking" and "parent undertaking" shall have the meanings prescribed by Sections 1161 and 1162 and Schedule 7 of the Companies Act 2006

**Group Company"** a company forming part of the Group

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

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



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

**"Implementation Date"** means the date on which the Development is Commenced

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

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

$$X = \text{£Y} \times B/A$$

Where:

X is the sum in question after application of this formula

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

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

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

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

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

**"Interim Heating Supply Options Study"** means a study which assesses whether:

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

**"Intermediate Tier Scheme"** means the noise insulation scheme in the form attached at Annexure 12 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Annexure 12) within the Actual 63 dB Contour

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

**"LCACC"** means the airport consultative committee currently known as the London City Airport Consultative Committee

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

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

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

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

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

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

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

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

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

**"NIPS 1"** means a scheme (defined as the Noise Insulation Payment Scheme and required under the 2009 Agreement) in the form attached at Annexure 3 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at dwellings and Public Buildings which:

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

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

- (a) dwellings and Public Buildings which
  - (i) as a consequence of the Development are situated on land:
    - (A) within the CADP 57dB Contour but outside the 2009 57dB Contour; or
    - (B) within the CADP 66dB Contour but outside the 2009 66dB Contour; and
  - (ii) form part of a development that as at the date of this Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 2 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects); and
- (b) dwellings which
  - (i) as a consequence of the Development are situated on land within the

CADP 63dB Contour; and

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

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

**"Noise Contours"** means the following contours:

- (a) the Actual 57dB Contour
- (b) the Actual 63dB Contour
- (c) the Actual 66dB Contour
- (d) the Actual 69dB Contour
- (e) the Predicted 57dB Contour
- (f) the Predicted 63dB Contour
- (g) the Predicted 66dB Contour
- (h) the Predicted Reduced 57dB Contour
- (i) the Predicted Reduced 63dB Contour
- (j) the Predicted Reduced 66dB Contour

**"NOMMS"** means the noise management and mitigation strategy to be submitted to and approved by the Council pursuant to the conditions attached to the Planning

## Permission

**"Notification of Implementation Form"** the form appended at Schedule 16 with notification of the Implementation Date to be completed by the Airport Companies and returned to the Council in accordance with clause 11.3 hereof;

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

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

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

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

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

**"Past Noise Insulation Works"** means:

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

**"Phase"** means any phase of the Development identified as part of the phasing plan or programme submitted to and approved by the Council pursuant to the conditions attached to the Planning Permission

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

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

**"Plan 1"** means the plan attached hereto and numbered "1"

**"Plan 2"** means the plan attached hereto and numbered "2"

**"Plan 3"** means the plan attached hereto and numbered "3"

**"Plan 4"** means the plan attached hereto and numbered "4"

**"Plan 5"** means the plan attached hereto and numbered "5"

**"Plan 6"** means the plan attached hereto and numbered "6"

**"Plan 7"** means the plan attached hereto and numbered "7"

**"Plan 8"** means the plan attached hereto and numbered "8"

**"Plan 9"** means the plan attached hereto and numbered "9"

**"Plan 10"** means the plan attached hereto and numbered "10"

**"Plan 11"** means the plan attached hereto and numbered "11"

**"Plan 12"** means the plan attached hereto and numbered "12"

**"Plan 13"** means the plan attached hereto and numbered "13"

**"Plan 14"** means the plan attached hereto and numbered "14"

**"Plan 15"** means the plan attached hereto and numbered "15"

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**"Purchase Offer"** means an offer to purchase a Residential Dwelling at open market

value pursuant to the Purchase Scheme which shall remain open for acceptance during a period of five years from date of offer

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

**"the Purple Land"** means the part of the Pink Land hatched purple on Plan 11 the occupational lease of which is owned by the Operator and registered at the Land Registry under title number EGL570410

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

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

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

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

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

**"Restoration Works"** means the works necessary to:

- (a) remove the buildings, the deck and the section of each pile above the surface of the dock bed which shall have been constructed as part of the Development on the Extension Land so that the Extension Land can be returned to open water capable of being used for water-based leisure and recreational uses; and
- (b) (if required) reinstate
  - (i) the dolphin structure forming part of King George V Dock which shall have been partially removed as part of the Development on the Extension Land and
  - (ii) the part of the dock wall edge which is proposed to be altered as part of the Development in order to facilitate connection of the floating pontoon or deck slab.

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

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

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

**"Security Trustee"** means The Royal Bank of Scotland plc acting in its capacity as security trustee for the Secured Parties under (and as defined in) the facility

agreement dated 18 February 2016 (as amended, varied and/or restated from time to time) entered into by the Mortgagee (as agent and security trustee)

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

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

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

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

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

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

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

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

**"the Transport Forum"** means the partnership arrangements known as the Airport Transport Forum already established at the date of this Agreement by the Operator between itself, public transport operators, the Council, local people and businesses and other interested parties in accordance with the Department for Transport's

Guidance on Airport Transport Forums and Airport Surface Access Strategies (26 July 1999) or any replacement or modification of such guidance

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

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

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

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

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

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

(a) a study (up to a maximum cost of £5,000) based on the Pedestrian Environment

Review System (PERS) to assess the quality of the pedestrian and cycling environment in the vicinity of the Land and identify the opportunities to improve pedestrian and cycling routes to and from the Airport to and from the Local Area

- (b) the recommendations for improvement of pedestrian and cycling routes to and from the Airport contained in the study

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

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

"Western Terminal Extension" means the extension of the existing terminal building at the Airport to its western elevation which extension forms part of the Development and is shown indicatively coloured red on "Plan 16"

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

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

## **2. INTERPRETATION**

- 2.1 Words importing the singular shall include the plural and vice versa
- 2.2 Words importing one gender include all other genders
- 2.3 Clause headings (if any) are inserted for convenience only and shall not affect the construction of this Agreement and all references to clauses and sub-clauses are to clauses and sub-clauses of this Agreement

2.4 References to statutes or statutory instruments include references to any Modification extension or re-enactment of them from time to time

2.5 References in this Agreement to the Council or TfL or the Greater London Authority shall include any successor to their respective statutory functions

2.6 References in this Agreement to:

- (a) the Operator;
- (b) any of the other Airport Companies;
- (c) the Mortgagee;
- (d) GLA Land;
- (e) TfL; or
- (f) DLR

- shall include their successors in title

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

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

### **3. STATUTORY POWER AND ENFORCING AUTHORITY**

3.1 This Agreement is made as a deed pursuant to:

- (a) Section 106 and Section 106A of the Act;

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

#### **4. COMMENCEMENT**

##### **4.1 This Agreement is conditional upon:**

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

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

#### **5. THE PLANNING OBLIGATIONS - AIRPORT COMPANIES**

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

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

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

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



## **6. THE PLANNING OBLIGATIONS - GLA LAND and TfL**

### **GLA Land Covenants**

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

- (a) consents to its interests being bound by this Agreement but save for Schedule 4 shall not be liable for the performance of any planning obligations and for the avoidance of doubt it is acknowledged that the binding of the GLA Land Interests shall not be construed as GLA Land granting express (or implied) consent that any part or parts of the GLA Land Interests shall be bound by the requirement in Schedule 3 to make the Eastern Access available for use by the public or that any part or parts of the GLA Land Interests shall otherwise be made (or are obliged to be made) available for the purposes of enabling the Airport Companies to comply with their obligations under Schedule 3
- (b) covenants with the Council and the Airport Companies so as to bind its freehold interest in the Extension Land in the manner provided for in Schedule 4 and
- (c) shall not be required to give its approval or consent to any modification or variation of this Agreement save in respect of any modification or variation of Schedule 4

### **TfL Covenants**

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

## **7. COUNCIL'S COVENANTS**

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

## **8. MORTGAGEE'S CONSENT**

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

## **9. LEGAL EFFECT**

- 9.1 No person shall be liable for any breach of the obligations contained in this Agreement after it has parted with its interest in the Land other than in respect of any breach by it at the time when it held such an interest
- 9.2 For the avoidance of doubt:
- (a) where an obligation is entered into by the Airport Companies that obligation shall be sufficiently discharged if it is discharged by any one of the Airport Companies;
  - (b) where any provision of this Agreement requires the service on, the provision of information to, consultation with or the approval or agreement of the Airport Companies, it shall be sufficient if such service, provision of information, consultation, approval or agreement is effected through the

Operator;

- (c) in the event of any inconsistency between any approval given or deemed to be given, or any requirement or agreement made, or decision taken, pursuant to this Agreement by the Airport Companies or any of them, the approval, requirement, agreement or decision (as the case may be) of the Operator shall prevail.

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

9.4 Other than any operator of the Airport and other than DLR in respect of the Green Land (and then only in relation to Schedule 3), no statutory undertaker which has an interest in the Land for the sole purpose of its statutory functions shall be liable to the Council under the provisions of this Agreement

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

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

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

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

Agreement under the Contracts (Rights of Third Parties) Act 1999 shall cease

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

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

- 9.6 All parties to this Agreement acknowledge that they are under an obligation to act reasonably with each other and with those who can enforce the terms of this Agreement pursuant to clause 9.5 and (without prejudice to the generality of that obligation) if any certificate consent permission expression of satisfaction or other approval is due from one entity to another or any person on their behalf under the terms of this Agreement it shall not be unreasonably withheld or delayed
- 9.7 Nothing in this Agreement shall fetter prejudice or affect the Council's powers to enforce any specific obligation or term or condition nor shall anything contained in this Agreement fetter prejudice or affect any provisions rights powers duties and obligations of the Council in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority
- 9.8 Nothing in this Agreement shall fetter the statutory rights, powers and duties of the TfL as strategic transport authority, the highway authority for certain highways in the vicinity of the Development and as the body responsible for the planning and operation of public transport serving the Land
- 9.9 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

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

9.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

9.12 If any obligation on the part of the Airport Companies and/or GLA Land contained in this Agreement is determined pursuant to the Appeal Decision not to constitute a reason for granting the Planning Permission because either:

(a) it fails to satisfy the requirements of Regulation 122 of the CIL Regulations or

(b) it falls within the scope of Regulation 123 of the CIL Regulations

then that obligation (but no other part of this Agreement) shall have no further force or effect and shall not be enforceable against any of the parties to this Agreement or their respective successors in title.

9.13 In the event of any statutory challenge being made in respect of any decision to grant the Planning Permission on the Appeal, the following provisions shall have effect:

(a) the Airport Companies shall pending final determination of the challenge continue to be liable to make payments required under this Agreement and to observe the restrictions on the use of the Land which have taken effect under this Agreement;

(b) in the event that Commencement of Development does not take place until after the challenge has been finally determined or where Commencement of Development occurred prior to the challenge being made and the construction and/or operation of the Development (as applicable) ceases on the challenge being made and does not restart until the challenge has been finally determined and where any investigation study report scheme or strategy is required to be undertaken submitted approved implemented or operated under the provisions of this Agreement:

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

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

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

9.15 In the event that the Airport Companies (or any of them) acquire a further interest

in the Land they shall not undertake or Occupy further any part of the Development on the part of the Land to which that interest relates unless and until:

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

#### **10. TERMINATION OF 2009 AGREEMENT**

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

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

premises have become eligible for the Past Noise Insulation Works or the equivalent of the Reinspection Scheme under the 2009 Agreement but the Airport Companies have not discharged their obligations in that regard then it is agreed that the Airport Companies shall undertake the Past Noise Insulation Works in accordance with the provisions of the First Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 57 dB Contour) or the Second Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 66 dB Contour) or the Reinspection Scheme (as the case may be)

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

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

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

## 11. NOTICES

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

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



- (a) The Council shall unless stated otherwise shall be addressed to the Director of Planning, London Borough of Newham, Newham Dockside, 1000 Dockside Road, London E16 2QU and shall cite the s106 reference number S.106/13/01228/FUL;
- (b) The Operator or any of the Airport Companies shall be addressed to City Aviation House, London City Airport, Royal Docks, London E16 2PB
- (c) The Mortgagee shall be addressed to:  
  
250 Bishopsgate, London EC2M 4AA
- and marked for the attention of Alasdair Garnham (Email: [Alasdair.Garnham@rbs.com](mailto:Alasdair.Garnham@rbs.com)) Tel: +44 (0) 207 678 8727
- (d) GLA Land shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL
- (e) DLR shall be addressed to P.O. Box 154 Castor Lane, Poplar, London E14 0DX
- (f) TfL shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL and marked for the attention of the Head of Property and Planning Law
- (g) Greater London Authority shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL and marked for the attention of the Head of Property and Planning Law.

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

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

11.4 The Operator shall complete and serve a Notification of Payment Form on the

Council or TfL (as the case may be) at least ten (10) days before it intends to pay any Contribution or make any other payment pursuant to this Deed

## **12. LOCAL LAND CHARGE**

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

## **13. INTEREST**

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

## **14. VAT**

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

## **15. DISPUTE RESOLUTION**

- 15.1 In the event of any dispute or difference arising between any of the parties to this Agreement and/or anyone who can enforce some or all of the obligations in this Agreement in respect of any matter contained in this Agreement (including the refusal of any approval required pursuant to this Agreement) other than the calculation of contribution amounts or the timing of payment of contributions such dispute or difference may be referred by agreement between the relevant parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the Chartered Institute of Arbitrators and such person shall act as an expert whose decision shall be final and binding on those

parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

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

**16. GOVERNING LAW**

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

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

## Schedule 1

### Details of the Airport Companies land interests

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

## Schedule 2

### Details of GLA Land interests

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

### **Schedule 3**

#### **Public Access along Hartmann Road**

- 1** The Airport Companies covenant jointly and severally with the Council and TfL as follows:
  - 1.1** The Airport Companies shall not Commence the part of the Development comprising the Eastern Terminal Extension unless and until they have submitted the Bus and Taxi Access Scheme to TfL for approval and TfL has provided such approval Provided That the scope of such approval is limited to operational and design details not already approved as part of the Planning Permission
  - 1.2** The Replacement Forecourt and the Eastern Access shall be provided at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved pursuant to paragraph 1.1 of this Schedule prior to Occupation of the Eastern Terminal Extension.
  - 1.3** The Airport Companies shall not Occupy or cause or permit Occupation of the Eastern Terminal Extension unless and until  
  
the Replacement Forecourt and the Eastern Access have been constructed and completed in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule and are open for use
  - 1.4** With effect from the opening of the Eastern Access:
    - (a)** subject to paragraph 1.5 of this Schedule members of the public shall be permitted to pass and re-pass on foot and by vehicle along the Eastern Access and London Taxis and London Buses shall be permitted to use (at no cost to TfL) the Replacement Forecourt and to pass and re-pass along the Eastern Access; and
    - (b)** the Replacement Forecourt and the Eastern Access shall be managed and maintained at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule.

1.5 Nothing in paragraph 1.4 of this Schedule shall affect the application of the Airport Byelaws and nothing in paragraph 1.4 shall prevent temporary closure of Hartmann Road to all or any traffic and/or pedestrians where this is necessary for reasons relating to:

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

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

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

**Schedule 4**  
**Dock Restoration**

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

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



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

## **Schedule 5**

### **Financial Contributions**

#### **1 DLR Contributions**

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

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

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

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

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

#### **2 DLR Station Management Contribution**

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

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

- (b) On or before the first anniversary of the Occupation of that part of the Development that was first Occupied the Airport Companies shall pay to TfL a further £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution;
- (c) On or before the second anniversary of the Occupation of that part of the Development that was first Occupied the Airport Companies shall pay to TfL the final £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution

- 2.2 Provided that the DLR Station Management Contribution is received by TfL in accordance with paragraph 2.1 TfL covenants with the Airport Companies to use reasonable endeavours to introduce the DLR Staff at the DLR Station within six months of receipt of the payment required by paragraph 2.1(a) of this Schedule and to retain the DLR Staff at the DLR Station for a minimum period of three years from the date of their introduction
- 2.3 On at least two occasions each year during the retention of DLR Staff at the DLR Station the first of which shall occur as soon as practicable following publication of the Summer flight schedule for the Airport and the second of which shall occur as soon as practicable following publication of the Winter flight schedule for the Airport, the Airport Companies and TfL shall agree training requirements and information dissemination protocols for the DLR Staff to fulfil a role as information sources for passengers arriving at or departing from the Airport and TfL shall require the DLR Staff to comply with the agreed requirements and protocols Provided That the reasonable and proper cost of providing the training agreed and undertaken by DLR Staff pursuant to this paragraph 2.3 during the period of three years from the date of their introduction at the DLR Station shall be paid by the Airport Companies
- 2.4 The Airport Companies and TfL shall meet monthly to discuss any operational issues associated with the DLR Station

### **3 Employment and Education Contributions**

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

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

(a) At least six months prior to Commencement of the Development the Airport Companies shall serve on the Council written notice of the estimated date of the Commencement of Development and with such notice shall pay to the Council £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked of the Employment Contribution;

(b) On or before Commencement of the Development the Airport Companies shall pay to the Council a further £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked of the Employment Contribution;

(c) On each of the first, second, third, fourth, fifth, sixth and seventh anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £627,264 (six hundred and twenty seven thousand two hundred and sixty four pounds) Index Linked of the Employment Contribution.

3.2 not to:

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

(b) Commence the Development unless and until they have complied with sub-paragraphs 3.1(a) and (b) of this Schedule;

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

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

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

#### **4 Parking Improvement Contribution**

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

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

4.2 the Airport Companies shall not be liable to pay any sum pursuant to sub-paragraph 4.1 if payment of such sum would cause the Airport Companies either to pay more than £180,000 Index-Linked of the Parking Improvement Contribution

in any 12 month period or would cause the Airport Companies' aggregate liability under sub-paragraph 4.1 to exceed the amount of the Parking Improvement Contribution.

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

## **5 Road Signage Contribution**

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

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

## **6 Walking and Cycling Contribution**

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

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

## **7 ANCS Contribution**

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

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

## **8 Community Recreation Contribution**

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

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

## **Schedule 6**

### **District Heating**

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

#### **1 Western Energy Centre**

1.1 Subject to paragraph 1.3 of this Schedule the Airport Companies shall not Occupy the Western Terminal Extension unless and until they shall have provided and commissioned the Western Energy Centre and the Western Energy Centre is supplying heat to buildings at the Airport.

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

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

1.3 If the approved Interim Heating Supply Options Study concludes that connection of the Airport to a DHN is financially viable prior to Occupation of the Western Terminal Extension then paragraph 1.1 of this Schedule shall not apply and the Airport Companies shall not Occupy the Western Terminal Extension unless and until they shall have procured the connection of buildings at the Airport to the DHN PROVIDED THAT if connection to the DHN is delayed by events which were not reasonably foreseeable at the time of the approved Interim Heating Supply Options Study or due to causes outside the control of the Airport Companies the connection of the buildings at the Airport to the DHN shall be procured as soon as reasonably practicable after Occupation of the Western Terminal Extension.



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

## **2 Eastern Energy Centre**

- 2.1 Subject to paragraph 2.3 of this Schedule the Airport Companies shall not Occupy the Eastern Terminal Extension unless and until they shall have provided and commissioned the Eastern Energy Centre and the Eastern Energy Centre is supplying heat to buildings at the Airport.

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

- (a) proposals for a DHN in the Royal Docks area have been agreed and adopted by the Council and/or the Greater London Authority;
- (b) a programme for delivery of the DHN has been agreed and adopted by the Council and/or the Greater London Authority;
- (c) the location of the heat source for the DHN, the likely route of the distribution network for the DHN and the technical standards to which the DHN is to be designed and constructed have been agreed and adopted by the Council and/or the Greater London Authority; and
- (d) the Interim Heating Supply Options Study has not already concluded that that connection of the Airport to a DHN is financially viable (prior to Occupation of the Western Terminal Extension)

- 2.3 If the Interim Heating Supply Options Study has already concluded that connection of the Airport to a DHN is financially viable (prior to Occupation of the Western Terminal Extension) or if the approved Final Heating Supply Options Study concludes that connection of the Airport to a DHN is financially viable prior to Occupation of the Eastern Terminal Extension then paragraph 2.1 of this Schedule

shall not apply and the Airport Companies shall not Occupy the Eastern Terminal Extension unless and until they shall have procured the connection of buildings at the Airport to the DHN and (if previously provided and commissioned) within 12 months of such connection the Airport Companies shall decommission the combined cooling heat and power equipment including the associated boilers within the Western Energy Centre PROVIDED THAT if connection to the DHN is delayed by events which were not reasonably foreseeable at the time of the approved Final Heating Supply Options Study or due to causes outside the control of the Airport Companies the connection of the buildings at the Airport to the DHN shall be procured as soon as reasonably practicable after the Occupation of the Eastern Terminal Extension.

2.4 If the approved Final Heating Supply Options Study concludes that connection of the Airport to a DHN is not financially viable prior to Occupation of the Eastern Terminal Extension but concludes that a future connection to a DHN ought to be safeguarded then the Airport Companies shall:

- (a) not commence construction of the Eastern Energy Centre unless and until details of such safeguarding consistent with the approved Final Heating Supply Options Study have been submitted to and approved by the Council; and
- (b) not Occupy the Eastern Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and
- (c) maintain such safeguarding in accordance with the approved details for a period of up to ten years from the date on which the Eastern Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier.

## **Schedule 7**

### **Historical Information Boards**

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

- 1 Prior to Commencement of that part of the Development comprising the Eastern Terminal Extension the Airport Companies shall submit to the Council for its written approval details of the form, design and locations of the Historical Information Boards.
- 2 To use reasonable endeavours to obtain the Council's written approval of the Historical Information Boards pursuant to paragraph 1 of this Schedule and subsequently to install the approved Historical Information Boards prior to Occupation of the Eastern Terminal Extension.
- 3 Not to Occupy or cause or permit the Occupation of the Eastern Terminal Extension unless and until the approved Historical Information Boards have been installed.
- 4 During Occupation of the Eastern Terminal Extension the Airport Companies to maintain the Historical Information Boards in a good state of repair and condition and ensure public access to the Historical Information Boards at all times subject to the temporary closure or restriction of such access from time to time for reasons relating to security, emergency, repair and maintenance, construction work, health and safety or preventing public rights of way from being established.
- 5 Nothing in this Part shall require the Airport Companies to incur expenditure on the Heritage Information Boards in excess of £40,000 Index Linked.

## **Schedule 8**

### **Noise Contours**

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

1. To produce annually on or before 1 June each year the Noise Contours using a calculation procedure in accordance with:
  - a. the Federal Aviation Authority's Integrated Noise Model Version 7 or later version or other model, any of which complies with the methodology described in ECAC CEAC Doc 29 or Department for Transport equivalent method; and
  - b. the recommendations on the appropriate calculation procedure in the latest verification report approved pursuant to paragraph 3 of this Schedule.
2. To publish the Noise Contours each year as part of the Annual Performance Report.
3. On the occasion of the publication of the third Annual Performance Report following Commencement of Development and subsequently at three yearly intervals the Airport Companies shall submit a verification report to the Council for its written approval which shall identify the input data, the methodology and the output data used to calculate the Noise Contours and recommend the appropriate calculation procedure for producing the Noise Contours and for the avoidance of doubt the reports shall contain as a minimum the same information as has been provided in the equivalent reports under the 2009 Agreement and in the event the verification report is not approved by the Council the matter will be referred to an expert for determination pursuant to clause 15 of this Agreement.
4. If at any time the Council so requests the Airport Companies shall on reasonable prior notice produce copies of the data used or produced in the calculation of the Noise Contours.

## **Schedule 9**

### **Noise**

#### **Part 1: Covenants with the Council**

Following the Commencement of Development and subsequently for so long as the Land is used as an airport the Airport Companies and joint and severally covenant for themselves and their successors in title with the Council as follows:

##### **1. First Tier Scheme**

- 1.1 they shall operate the First Tier Scheme; and
- 1.2 they shall not use cause or permit the use of the Airport or any part thereof unless the First Tier Scheme is in operation.

##### **2. Intermediate Tier Scheme**

- 2.1 they shall operate the Intermediate Tier Scheme; and
- 2.2 they shall not use cause or permit the use of the Airport or any part thereof unless the Intermediate Tier Scheme is in operation

##### **3. Second Tier Scheme**

- 3.1 they shall operate the Second Tier Scheme; and
- 3.2 they shall not use cause or permit the use of the Airport or any part thereof unless the Second Tier Scheme is in operation.

##### **4. Publicity for the First Tier, Intermediate Tier and Second Tier Noise Insulation Schemes**

###### **4.1 They shall:**

- (a) advertise the availability of the the First Tier, Intermediate Tier and Second Tier Schemes at least twice a year in local newspapers which are in circulation within the area bounded by the Actual 57dB Contour;



## **7. NIPS 2**

- 7.1** From the date of Commencement of the Development the Airport Companies shall operate NIPS 2
- 7.2** The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under NIPS 2

## **8. Purchase Offer**

- 8.1** With effect from the Commencement of Development the Airport Companies shall continue to operate the Purchase Scheme.
- 8.2** The Airport Companies shall identify in the Annual Performance Report on 1 June each year any Residential Dwelling with any part of its external elevation which is situated within the Actual 69 dB Contour for the purposes of the Purchase Scheme and within three months of that date they shall notify the owner/occupier of any dwelling so identified in the Annual Performance Report that they are entitled to benefit from the Purchase Scheme and invite applications from the owner/occupier under the Purchase Scheme.
- 8.3** Any applications received from an owner/occupier whose dwelling has been identified in the Annual Performance Report pursuant to paragraph 8.2 of this Schedule shall be dealt with in accordance with the timescales specified in the Purchase Scheme.

## **9. Neighbouring Authority Agreements**

- 9.1** The Airport Companies shall use reasonable endeavours to enter into the Neighbouring Authority Agreements within six months of the Planning Permission or such other longer timescale as agreed with the Council and for the avoidance of doubt upon completion of a Neighbouring Authority Agreement the Council shall cease to have any responsibility for enforcing the provisions of paragraphs 1 to 8 in Part 1 of Schedule 9 to this Agreement insofar as:
  - (a) those provisions are contained in the relevant Neighbouring Authority Agreement and

- (b) those provisions apply to properties within the administrative area of the London Borough with whom the relevant Neighbouring Authority Agreement has been concluded.
- 9.2 The Airport Companies shall not complete any Neighbouring Authority Agreement without having obtained the prior written approval of the Council to the form and content of that Agreement Provided That the Council can only withhold its approval where the Airport Companies do not covenant with the relevant London Borough under the Neighbouring Authority Agreement in terms which have at least the same effect as paragraphs 1 to 8 of Part 1, Schedule 8.

#### **10. Construction Sound Insulation Scheme**

- 10.1 Prior to the Start Date for the Development the Airport Companies shall submit and obtain the written approval of the Council to the CEMP pursuant to the conditions attached to the Planning Permission and in so doing shall ensure that the CEMP includes a phasing plan setting out the sequence and periods during which the works required under the Construction Sound Insulation Scheme shall take place and the Airport Companies shall procure that the CEMP identifies the following:
- (a) dwellings predicted to experience night time (2300 to 0700 hours) construction noise levels of 55 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months;
  - (b) dwellings predicted to experience night time (2300 to 0700 hours) construction noise levels of 50 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months -
  - (c) dwellings predicted to experience daytime (0700 to 2300 hours) construction noise levels in excess of those set out in the table below either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any consecutive 6 months.



Day	Time	Averaging period, T	Noise insulation trigger level LAeq,T (façade)
Monday to Friday	0800 to 1800	10 hours	75
	0700 to 0800	1 hour	65
	1800 to 2300	1 hour	65
Saturday	0700 to 0800	1 hour	65
	0800 to 1300	5 hours	75
	1300 to 2300	1 hour	65
Sunday	0800 to 2300	1 hour	55

- Provided That in this paragraph 10.1 a "working day" shall mean a day on which construction works forming part of the Development are undertaken.

- 10.2 The Airport Companies shall operate and comply fully with the requirements of the Construction Sound Insulation Scheme during the construction of the Development and shall undertake or cause or permit construction of the Development unless the Construction Sound Insulation Scheme is in operation.

## **Part 2: Covenants with the Council and the Greater London Authority**

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

- 1 To consult the Greater London Authority on the draft Aircraft Noise Categorisation Scheme and on the draft NOMMS and in each case on at least two occasions prior to its submission to the Council for approval Provided That on each such occasion the Airport Companies shall allow the Greater London Authority not less than 20 working days to provide any comments on the relevant draft;
- 2 Unless otherwise agreed with the Greater London Authority, to meet with the Greater London Authority on at least two occasions as part of the consultation required by this Part of Schedule 9;
- 3 To pay (in each case up to a maximum sum of £10,000 excluding VAT) the reasonable and proper costs incurred by an independent, professional aviation noise consultant (if appointed by the Greater London Authority) in reviewing and commenting on:
  - 3.1 the draft Aircraft Noise Categorisation Scheme and

3.2 the draft NOMMS;

4 To take account of the comments and views of the Greater London Authority provided during each consultation required by this Part of Schedule 9 in preparing the final draft Aircraft Noise Categorisation Scheme and the final draft NOMMS for their formal submission to the Council for approval; and

5 To provide to the Greater London Authority (in each case within 5 working days of its submission to the Council for approval):

5.1 A copy of the final Aircraft Noise Categorisation Scheme; and

5.2 A copy of the final NOMMS together with (in each case) a report setting out reasons why any of the Greater London Authority's comments provided as part of the consultation required by this Part of Schedule 9 have not been accepted in the final document.

## **Schedule 10**

### **The STQ Payment**

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

#### **1. STQ Payment**

To the extent that the same has not been paid under the 2009 Agreement before the Commencement of Development the Airport Companies shall pay the STQ Payment to GLA Land subject to the following conditions and in the following manner:

##### **1.1. within 30 days of the following conditions being satisfied (whichever is the later):**

- (a) commencement of the STQ Development by the carrying out of a material operation within the meaning of Section 56 of the Act pursuant to the STQ Permission and**
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by notification of such commencement**

**-the Airport Companies shall pay 50% of the STQ Payment Index-Linked (the residual 50% being referred to in this Schedule as the "STQ Payment Balance");**

##### **1.2. within 30 days of the following conditions being satisfied:**

- (a) Practical Completion of 25% of the floorspace within the STQ Development; and**
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion**

**-the Airport Companies shall pay to GLA Land one-third of the STQ Payment Balance;**

##### **1.3. within 30 days of the following conditions being satisfied:**

- (a) Practical Completion of 50% of the floorspace within the STQ Development or the STQ Alternative Scheme; and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

**the Airport Companies shall pay to GLA Land one-third of the STQ Payment Balance;**

**1.4. within 30 days of the following conditions being satisfied:**

- (a) Practical Completion of 75% of the floorspace within the STQ Development;  
and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

the Airport Companies shall pay to GLA Land the remainder of the STQ Payment Balance (after deducting any sums paid pursuant to the preceding paragraphs 1.2 and 1.3)

- Provided Always That the parts of the STQ Payment referred to in paragraphs 1.1 to 1.4 shall only become due and owing if the written notice requesting the payment in paragraph 1.1 is received by the Airport Companies from GLA Land on or before 9 July 2021 and Provided Further That the parts of the STQ Payment referred to in paragraphs 1.2 to 1.4 shall only become due and owing if in each case the written notice requesting the relevant part is received by the Airport Companies from GLA Land on or before 9 July 2026

## **Schedule 11**

### **Local Education Employment and Training**

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

#### **1 Targets and Reporting**

1.1 subject to paragraph 1.7 to use reasonable endeavours to ensure that:

- (a) at least 70% of new recruits for jobs advertised at the Airport are residents of the Local Area
- (b) at least 40% of new recruits for jobs advertised at the Airport are residents of the London Borough of Newham;
- (c) at least 70% of new recruits for jobs at the Airport advertised by the Operator are residents of the Local Area;
- (d) at least 50% of new recruits for jobs at the Airport advertised by the Operator are residents in the London Borough of Newham;
- (e) after the Start Date at least 40% of new recruits for jobs which relate to the construction of the Development and which are advertised by contractors or sub-contractors engaged by the Airport Companies are residents in the London Borough of Newham;

1.2 to use reasonable endeavours to encourage employers at the Airport to fill their job vacancies with residents of the London Borough of Newham and the Local Area and in so doing:

- (a) operate a forum for all employers at the Airport to promote recruitment of suitably qualified residents in the London Borough of Newham and the Local Area and to hold meetings of that forum at least twice in each calendar year;
- (b) so far as practicable ensure that all employers at the Airport (including the Operator) adopt a policy of recruiting residents from the London Borough of Newham and the Local Area in support of the Airport Companies' obligations in paragraphs 1.1(a) and (b) of this part of this Schedule and that

such employers advertise job vacancies through the Airport Website and/or the relevant Recruitment Centre;

- 1.3 to continue to provide a list of the existing employers at the Airport to the Council annually on 1 June each year in order to enable the Council to encourage such employers to fill their job vacancies with residents of the London Borough of Newham;
- 1.4 to continue to provide the Council annually with details in writing of the policy adopted by the Operator to fill its job vacancies and the Operator shall consult the Council about such policy on not fewer than one occasion each year in conjunction with the Annual Performance Report
- 1.5 to provide the Council and LCACC on or before 1 June each year as part of the Annual Performance Report with details of:
  - (a) the percentage of jobs advertised at the Airport in the preceding calendar year to which residents living (i) in the Local Area; and (ii) the London Borough of Newham were recruited;
  - (b) the percentage of jobs advertised by the Operator in the preceding calendar year to which residents living in (i) the Local Area; and (ii) the London Borough of Newham were recruited;
  - (c) the numbers of full-time equivalent jobs at the Airport and the number of full-time equivalent jobs made available directly by the Operator;
  - (d) the total numbers of full-time and part-time employees at the Airport and those employed directly by the Operator
- 1.6 to use reasonable endeavours to participate in and encourage staff of the Operator, other employers at the Airport and their staff to participate in community projects and initiatives within the Local Area.
- 1.7 For the purposes of paragraph 1.1 the Airport Companies shall be considered to have used and to be using reasonable endeavours if among other things they:
  - (a) establish the necessary qualifications skills or experience for each job that is advertised by the Operator and request that other employers at the Airport do the same for jobs advertised by them; and

- (b) in selecting applicants for each job that is advertised by the Operator give priority firstly to a resident of the London Borough of Newham who has the necessary qualifications skills or experience and secondly to a resident of the Local Area who has the necessary qualifications skills or experience and request that other employers at the Airport do the same for jobs advertised by them.

- 1.8 For the avoidance of doubt, nothing in this part of this Schedule (or this Agreement) shall require the Airport Companies to act or procure that the Operator, employers or businesses at the Airport (or any other party) act contrary to or in contravention of the law.

## **2 Embedded Posts**

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

- 2.1 at least six months prior to Commencement of Development the Airport Companies shall establish the Embedded Posts and inform the Council in writing of the identity of the people who have been selected to fulfil the Embedded Posts and the job description for each of the Embedded Posts.
- 2.2 the Airport Companies shall not Commence the Development unless and until the Embedded Posts have been established for a minimum period of six months and they have informed the Council in writing of the identity of the people who have been selected to fulfil the Embedded Posts and the job description for each of the Embedded Posts
- 2.3 the Airport Companies shall maintain a person in each of the Embedded Posts for a minimum period of eight years from the date on which the relevant Embedded Post is established and at all times the Airport Companies:
  - (a) shall liaise and work with and procure that the persons in the Embedded Posts liaise and work with Newham Workplace in order to fulfil the roles of the Embedded Posts; and
  - (b) shall inform the Council in writing of any changes to the identity of the people who have been selected to fulfil the Embedded Posts and any changes to the job description for each of the Embedded Posts

2.4 on each anniversary of the establishment of the Embedded Posts up to and including the seventh such anniversary the Airport Companies shall review the job descriptions of the Embedded Posts with the Council

2.5 for a period of eight years from the date that the Embedded Posts are established the Airport Companies and the Council shall meet at least every six months in order to review community engagement, training, local recruitment and supply chain management and the Airport Companies shall unless otherwise agreed by the Council procure the attendance of persons in the Embedded Posts at each meeting.

### **3 Supply Chain Opportunities for Newham Businesses**

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

3.1 to use reasonable endeavours to work with the Council's Economic Regeneration Team to maximise supply chain opportunities for businesses in the London Borough of Newham and the Local Area and shall:

(a) provide the Economic Regeneration Team with advance notice of quantum and range of supply chain opportunities to enable officers to alert local businesses to the forthcoming opportunities.

(b) provide a named person to liaise with the Economic Regeneration Team (ideally a Procurement Officer).

(c) organise "meet the buyer" events in partnership with the Economic Regeneration team.

3.2 to use reasonable endeavours to monitor supply chain opportunities and use reasonable endeavours to provide the Council and LCACC on or before 1 June each year as part of the Annual Performance Report with details of:

(a) the number of contractors being used on site; and

(b) details of those based in Newham and the remainder of the Local Area;

(c) name and postcode of contractor/supplier; and

(d) the aggregate values of different categories of contracts



- Provided That the Council shall first obtain the consent of any contractor whose details are provided by the Airport Companies before the name of the contractor is published or otherwise used by the Council for publicity or promotional purposes

#### **4 Local Employment Partnership Board**

- 4.1 Within six months of the Commencement of Development the Airport Companies and the Council shall establish the Local Employment Partnership Board.
- 4.2 The Local Employment Partnership Board shall be maintained by the Council and the Airport Companies until at least the eighth anniversary of the Commencement of Development and shall meet at least once every year during that period and at least four months prior to the start of the academic year Provided That the Airport Companies may require the Local Employment Partnership Board to hold one additional meeting each year and further may request more frequent meetings if they identify specific issues which merit further discussion with the Council.
- 4.3 On each occasion that the Local Employment Partnership Board meets it shall review and consider:
- (a) the initiatives that may be funded by the Education Contribution in the forthcoming academic year and the effectiveness of the initiatives that are being funded by the Education Contribution in the then current academic year;
  - (b) the initiatives that may be funded by the Employment Contribution in the forthcoming year and the effectiveness of initiatives that are being funded by the Employment Contribution;
  - (c) the initiatives for which the Embedded Posts are responsible.
- 4.4 For the avoidance of doubt notwithstanding the existence of the Local Employment Partnership Board the Council shall determine the initiatives that are funded by the Education Contribution and the Employment Contribution taking into account the views and discussion of the Local Employment Partnership Board but otherwise in its absolute discretion.
- 4.5 The Airport Companies may at any time notify the Council in writing that they and the Airport shall not be associated with any initiative funded by the Education Contribution or the Employment Contribution and upon receipt of such notice the

Council shall immediately remove any reference to the Airport Companies and the Airport from the relevant initiative and shall not at any time subsequent to such notice associate the Airport Companies and the Airport or cause them to be associated with the relevant initiative.

## **Schedule 12**

### **Public Safety Zones and Wake Turbulence**

#### **1. VCS 1**

- 1.1. Following the Commencement of Development the Airport Companies shall continue to operate VCS 1 until 30 November 2025 subject to any modifications agreed in writing with the Council (provided that such modifications shall ensure that VCS 1 has at least an equivalent or better mitigating effect on the implications of public safety zone status when compared to the form attached at Annexure 8)
- 1.2. The sites which shall continue to be eligible for VCS 1 are those site which were:
  - (a) undeveloped as at 9 July 2009 (and not part of a developed site at that date); and
  - (b) over which the Public Safety Zones extended for the first time as a result of the publication of the PSZs (2011) by the Civil Aviation Authority.
- 1.3. The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under VCS 1

#### **2. VCS 2**

- 2.1. Following the Commencement of Development the Airport Companies shall operate VCS 2 until the tenth anniversary of the Commencement of Development (or, if later, publication of the first official revision of the PSZs (2011) which takes into account the grant of the Planning Permission) subject to any modifications agreed in writing with the Council (provided that such modifications shall ensure that VCS 2 has at least an equivalent or better mitigating effect on the implications of public safety zone status when compared to the form attached at Annexure 9)
- 2.2. The sites which shall be eligible for VCS 2 are those sites:
  - (a) which are undeveloped as at the date of the grant of the Planning Permission (and not part of a developed site at that date); and

- (b) over which the Public Safety Zone extends for the first time following publication of the first official revision of the PSZs (2011) by the Civil Aviation Authority as a result of the grant of the Planning Permission.

2.3. The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under VCS 2

### 3. Wake Turbulence

3.1. The Airport Companies shall continue to operate and maintain the claims handling procedures recommended in the Wake Turbulence Study subject to reviews undertaken pursuant to paragraph 3.3 of this Schedule.

3.2. In the event of any complaint being received by the Airport Companies in relation to damage to property caused by Wake Turbulence associated with aircraft landing and taking off at the Airport the Airport Companies shall:

- (a) within 15 days of receipt of the complaint notify the Council of the same including the details of such complaint;
- (b) as soon as reasonably practicable investigate the extent (if any) of damage to the relevant property which has been caused such Wake Turbulence; and
- (c) if it is established that damage has been caused to the relevant property by such Wake Turbulence then use reasonable endeavours to remedy such damage within six weeks of the date of receipt of the complaint either through undertaking remedial works themselves or by paying the owner/occupier the sum representing the estimated cost to the Airport Companies of undertaking such remedial works themselves in full and final settlement of the claim relating to that damage.

3.3. Within 12 months of the introduction of a new aircraft type at the Airport as part of the Aircraft Movements at the Airport, the Airport Companies shall undertake and submit for the written approval of the Council a review of the most recent Wake Turbulence Study and within six months of receipt of such written approval from the Council the Airport Companies shall adopt and implement any further recommendations for claims handling contained in such review.

## **Schedule 13**

### **Stakeholder Engagement**

#### **1 London City Airport Consultative Committee**

- 1.1 The Airport Companies shall for the period during which the Land is used as an airport continue to operate LCACC at their own cost as part of the facilities for consultation which the Operator is obliged to maintain pursuant to its duties as manager of a designated aerodrome under section 35 of the Civil Aviation Act 1982;
- 1.2 In drawing up any future constitution of the LCACC or any amendments to the same, the Airport Companies shall:
  - (a) have regard to the Guidelines;
  - (b) include representatives of the categories of bodies or organisations referred to in section 35(2) of the Civil Aviation Act 1982;
  - (c) obtain the agreement of LCACC to the same before the adoption of the constitution or the amendments.
- 1.3 The Airport Companies shall use reasonable endeavours to ensure that:
  - (a) There is a rolling annual programme of dates for meetings of the LCACC published on the Airport Website and the website of LCACC;
  - (b) Written notice of each meeting and the agenda for each meeting are circulated to LCACC members, including the Airport Monitoring Officer, at least two weeks in advance;
  - (c) Draft minutes of each meeting are circulated to LCACC members within two weeks of the meeting occurring;
  - (d) Except where there is a need to preserve confidentiality in relation to any matter under discussion by LCACC procure that the agenda and minutes of each

of the LCACC meetings are published including on the Airport Website or the website of LCACC.

## **2 Transport Forum**

2.1 The Airport Companies shall continue to work with the Council and the Transport Forum to maintain the Airport Surface Access Strategy to serve the Airport.

2.2 The Airport Companies shall continue to operate the Transport Forum in accordance with:

- (a) the ATF Terms of Reference; and
- (b) the UK Government's Aviation Policy Framework current at the date of this Agreement or any subsequent UK Government policy or guidance which may apply to the Transport Forum from time to time;

-and shall convene at least two meetings of the Transport Forum in each calendar year.

2.3 The Airport Companies shall use reasonable endeavours to ensure that:

- (a) There is a rolling annual programme of dates for meetings of the Transport Forum published on the Airport Website;
- (b) Written notice of each meeting and the agenda for each meeting are circulated to Transport Forum members, including the Airport Monitoring Officer, at least two weeks in advance;
- (c) Draft minutes of each meeting are circulated to Transport Forum members within two weeks of the meeting occurring;
- (d) Except where there is a need to preserve confidentiality in relation to any matter under discussion by the Transport Forum procure that the agenda and minutes of each of the Transport Forum meetings are published including on the Airport Website.

## **Schedule 14**

### **Monitoring and Reporting**

#### **1 Annual Performance Report**

- 1.1 The Airport Companies shall provide the Council with the Annual Performance Report by 1 June each calendar year in respect of performance and compliance in the preceding calendar year (January to December) and shall publish the Annual Performance Report (and any supplementary information relating to the Annual Performance Report) on the Airport's website and use reasonable endeavours to procure publication of the same on the website for LCACC by 30 June in each calendar year.
- 1.2 For the avoidance of doubt any obligation to report to the Council contained in this Agreement shall be read and construed as if that obligation was to include such report in the Annual Performance Report regardless of any indication to the contrary as to form or timing of such report.

#### **2 Liaison**

- 2.1 Prior to Commencement of Development the Airport Companies shall submit to the Council for written approval a rolling annual programme of quarterly meetings with the Council to monitor and report on compliance with this Agreement and the conditions attached to the Planning Permission.
- 2.2 Following approval of the rolling programme of meetings by the Council the Airport Companies shall arrange and attend the meetings specified in the approved programme and shall provide the Council in advance of each meeting with a summary status report on all the obligations in this Agreement and the conditions attached to the Planning Permission and the progress made against each such obligation and condition.

#### **3 Annual Monitoring Payment**

- 3.1 With effect from the Commencement of Development on 1 July in each calendar year the Airport Companies shall pay to the Council the Annual Monitoring

Payment for that year less the Underspend (if any and if there is none the full Annual Monitoring Payment shall be paid) PROVIDED THAT the following conditions are satisfied. The conditions are as follows:

- (a) the Land is used as a relevant airport under the Airports Act 1986; and
- (b) there is an Airport Monitoring Officer in the employment of the Council or appointed to become employed by the Council within the following three months or failing that the Council particularises the planned expenditure of the Annual Monitoring Payment for the following year; and
- (c) the Council confirms whether or not the entirety of the Annual Monitoring Payment for the immediately preceding year has been expended and if not the amount of the Underspend.

#### **4 Development Management Contribution**

4.1 Subject to paragraph 4.2 of this Schedule the Airport Companies shall pay the first Development Management Contribution prior to the submission of any application to discharge conditions attached to the Planning Permission or the requirements for approvals under this Agreement in relation to any Phase and subsequently shall pay the Development Management Contribution on each anniversary of the first such payment until the Occupation of that Phase.

4.2 In paying the Development Management Contribution pursuant to paragraph 4.1 of this Schedule:

- (a) the liability of the Airport Companies to the Council in any 12 month period shall not exceed £50,000 (Index Linked) in aggregate notwithstanding the number of Phases being constructed at any one time;
- (b) if at any due date for payment of the Development Management Contribution there is less than 12 months until the estimated date of Occupation of a Phase and no other Phase will be constructed in that 12 month period the Airport Companies shall be entitled to make a Pro Rata Payment of the Development Management Contribution Provided That if the actual date of Occupation of the relevant Phase is 12 months or more after that due date for payment the Airport Companies shall make the Balancing Payment in respect of the relevant Development Management Contribution



- 4.3 The Airport Companies shall not make any application to discharge conditions attached to the Planning Permission or the requirements for approvals under this Agreement in relation to the any Phase unless the Development Management Contribution has been paid to the Council as provided for in paragraphs 4.1 and 4.2 of this Schedule.

## **5 Environmental Health Monitoring Contribution**

- 5.1 Subject to paragraphs 5.2 and 5.3 of this Schedule in relation to each Phase the Airport Companies shall pay the first Environmental Health Monitoring Contribution prior to the Start Date of that Phase and subsequently shall pay the Environmental Health Monitoring Contribution on each anniversary of such Start Date until the Practical Completion of that Phase.
- 5.2 Subject to paragraph 5.3 of this Schedule where Practical Completion is programmed to occur during the course of the following year from an anniversary of the Start Date for a Phase the Airport Companies may make a Pro Rata Payment in respect of the Environmental Health Monitoring Contribution Provided That if the Practical Completion of the relevant Phase is 12 months or more after that due date for payment the Airport Companies shall make the Balancing Payment in respect of the relevant Environmental Health Monitoring Contribution.
- 5.3 If there is more than one Phase under construction at any time or during any period of 12 months the Environmental Health Monitoring Contribution shall continue to be paid until Practical Completion of all the Phases under construction Provided That the Airport Companies shall not be liable to pay more than £70,000 (Index Linked) in aggregate in any period of 12 months.

## **6 Reporting Breaches of this Agreement**

- 6.1 The Airport Companies shall report:
- (a) any breach of this Agreement and any breach of any condition attached to the Planning Permission immediately upon becoming aware of the same to the Airport Monitoring Officer in the form specified in paragraph 6.2 of this Schedule; and

- (b) any exceptional circumstances or state of emergency which has affected compliance with any requirement of this Agreement or any condition of the Planning Permission.

6.2 The form of reporting referred to in paragraph 6.1 of this Schedule is as follows:

Type of breach (isolated/ recurring)	S106 reference / condition	Details of breach	Date reported	Report to	Action taken/to be taken by Airport	Action taken/to be taken by LBN	Additional Information (including exceptional circumstances or emergency)

6.3 The Council shall procure that:

- (a) the Annual Performance Report is published on the Council's website within 14 days of receipt;
- (b) an annual report is made by the Airport Monitoring Officer to the London Borough of Newham's Strategic Development Committee in relation to this Agreement and compliance by the Airport Companies with this Agreement, including matters provided in the Annual Performance Report;
- (c) the cabinet papers for the Strategic Development Committee relating to the Airport Monitoring Officer's annual report are published at least 14 days in advance of the relevant committee meeting;
- (d) the Strategic Development Committee meeting relating to the Airport Monitoring Officer's annual report is held in public and provision is made for any application to speak or address the committee to be addressed in advance to the committee clerk.

## Schedule 15

### Council's Covenants

- 1 The Council hereby covenants with the Airport Companies to use all sums received from the Airport Companies under the terms of this Agreement (excluding any sum expressed to be paid to DLR or GLA Land) for the purposes specified in this Agreement for which they are to be paid and until the sums are used to place them into an interest-bearing deposit account upon receipt.
- 2 The Council covenants with the Airport Companies that it will repay to the Airport Companies such amount of any payment made by the Airport Companies to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within 10 years of the date of receipt by the Council of such payment (with any accrued interest on that amount for the period from the date of receipt of the payment by the Council to the date of repayment) unless:
  - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
  - (b) by the end of the relevant period for expenditure the Council has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 The Council shall following any reasonable request in writing by the Airport Companies to do so provide to the Airport Companies such evidence as the Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of the Airport Companies the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
- 5 The Council covenants with the Airport Companies as follows:
  - 5.1 prior to requesting any Annual Monitoring Payment the Council shall consult the Airport Companies with regard to any amendments to the job description for the Airport Monitoring Officer;

- 5.2 the Council shall ensure that it is and remains part of the job description referred to in paragraph 5.1 of this Schedule that the Airport Monitoring Officer uses reasonable endeavours to attend and report to LCACC and arrange and attend at least every three months during each calendar year meetings with relevant staff at the Airport Companies to discuss compliance with this Agreement and the conditions attached to the Planning Permission;
- 5.3 the Council shall use reasonable endeavours to keep the Airport Monitoring Officer employed with the Council and allocate appropriate external resources towards the responsibilities of the Airport Monitoring Officer.
- 6 The Council covenants with the Airport Companies to:
- 6.1 apply the Parking Improvement Contribution for its specified purpose;
- 6.2 consult with the Airport Companies upon any scheme of parking controls or other traffic management measures in the immediate vicinity of the Airport (or other areas where it is established that a parking problem exists due to the operation of the Airport);
- 6.3 notify the Airport Companies of any expenditure of the Parking Improvement Contribution.
- 7 The Council covenants with the Airport Companies not to cause or permit the expenditure of the Walking and Cycling Contribution other than in the following manner:
- 7.1 Up to a maximum of £5,000 (five thousand pounds) shall be spent on the study referred to in the definition of "Walking and Cycling Contribution" ; and
- 7.2 The balance of the Walking and Cycling Contribution shall be spent on the implementation of the measures recommended in the study.
- 8 The Council shall use the Road Signage Contribution for the purposes described in the definition of that term which for the avoidance of doubt shall include installing modified or additional signage on roads for which TfL is the highway authority by prior agreement with TfL under Section 8 of the Highways Act 1980 PROVIDED ALWAYS that nothing in this Agreement shall require the Council to install, modify and/or replace all of the signs shown on Plan 14.

- 9 The Council covenants with the Airport Companies and the Greater London Authority to consult the Greater London Authority on any draft Restoration Scheme which it receives and allow the Greater London Authority a minimum period of 21 days to comment on the draft Restoration Scheme.
- 10 The Council covenants with the Airport Companies to use the Community Recreation Contribution towards projects activities or other measures to improve the community's enjoyment of public parks and recreation grounds within the Actual 57dB Contour and further covenants with the Airport Companies:
  - 10.1 to consult the Airport Companies on each set of projects activities or measures prior to committing to expenditure of the Community Recreation Contribution on the same; and
  - 10.2 to allow the Airport Companies a minimum of 21 days to comment on the proposed measures or the location of the relevant public park or recreation ground; and
  - 10.3 to have due regard to any comments received from the Airport Companies.
- 11 The Council covenants with the Airport Companies to use the Development Management Contribution towards the establishment of a full time equivalent development management officer whose role is focused on the handling and processing of applications or approvals under or in relation to the Planning Permission or this Agreement.
- 12 The Council covenants with the Airport Companies to include information on the schemes and offers set out in paragraphs 1 to 8 of Part 1 of Schedule 9 on its website for the duration of such schemes and offers.

**Schedule 16**

**S106 Agreement Notification of Implementation Form**



**S106 Agreement Notification of Implementation Form**

Planning Application Reference Number: \_\_\_\_\_

Planning Case Officer: \_\_\_\_\_

Site Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expected Commencement Date: \_\_\_\_\_

Estimated Completion Date (if known): \_\_\_\_\_

Developer: \_\_\_\_\_

Owner (if applicable): \_\_\_\_\_

Please return to:

Divisional Director  
Strategic Regeneration, Planning and Olympic Legacy  
1<sup>st</sup> Floor, West Wing, Newham Dockside  
Dockside Road London E16 2QU

**Schedule 17**

**S106 Agreement Notification of Payment Form**



**S106 Agreement Notification of Payment Form**

Planning Application Reference Number: \_\_\_\_\_

Planning Case Officer: \_\_\_\_\_

Site Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contribution Amount: \_\_\_\_\_

Contribution Type(s): \_\_\_\_\_

Relating to Clause(s): \_\_\_\_\_

Please return to:

Divisional Director  
Strategic Regeneration, Planning and Olympic Legacy  
1<sup>st</sup> Floor, West Wing, Newham Dockside  
Dockside Road London E16 2QU

## **Schedule 18**

### **TfL's Covenants**

TfL hereby covenants with the Council and the Airport Companies as follows:

- 1 to use all sums received from the Airport Companies under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;
- 2 to repay to the Airport Companies such amount of any payment made by the Airport Companies to TfL under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 years of the date of receipt by TfL of such payment (with Interest on that amount for the period from the date of receipt of the payment by TfL to the date of repayment) unless:
  - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
  - (b) by the end of the relevant period for expenditure TfL has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 following any reasonable request in writing by either the Council and/or the Airport Companies to do so to provide to the Council and/or Airport Companies such evidence as the Council and/or Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of either the Council and/or the Airport Companies TfL will provide written confirmation of the discharge of the obligations contained in this Agreement when such obligations have been performed



## **Schedule 19**

### **GLA Land's Covenants**

GLA Land hereby covenants with the Council and the Airport Companies as follows:

- 1 to use all sums received from the Airport Companies under the terms of this Agreement or the purposes specified in this Agreement for which they are to be paid.
- 2 that it will repay to the Airport Companies such amount of any payment made by the Airport Companies to GLA Land under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by GLA Land of such payment (with Interest on that amount for the period from the date of receipt of the payment by GLA Land to the date of repayment) unless:
  - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
  - (b) by the end of the relevant period for expenditure GLA Land has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 following any reasonable request in writing by the Council and/or the Airport Companies to do so provide to the Council and/or the Airport Companies such evidence as either the Council and/or the Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of either the Council and/or the Airport Companies to provide written confirmation of the discharge of the obligations contained in this Agreement when such obligations have been performed

## **Annexures**

### **List of Annexures**

1. ATF Terms of Reference
2. First Tier Scheme
3. NIPS 1
4. NIPS 2
5. Purchase Scheme
6. Reinspection Scheme
7. Second Tier Scheme
8. VCS 1
9. VCS 2
10. Draft form of Construction Sound Insulation Scheme
11. Wake Turbulence Study
12. Intermediate Tier Scheme
13. Form of Neighbouring Authority Agreement
14. Confirmatory Deed



LEGEND:

1998 Noise Contour, 57 dB LAeq,16h

*MB*  
*KR*  
*Bm*  
*sh*  
*N*  
*D*  
*FE*

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Acoustics  
Technology

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www.bickerdikeallen.com F 0207 625 0250

London City Airport  
Section 106 - Plan 1

Noise Contours  
1998 (57 dB LAeq,16h)  
Average Mode

DRAWN: DT CHECKED: DC  
DATE: 23/02/2015 SCALE: 1:35000@A3

FIGURE No:  
A1125.130-2015S106-01





LEGEND:

2009 57 dB LAeq, 16h Contour

*Handwritten signatures and initials:*  
RBS  
K8  
JMM  
Sh  
Z  
DL  
8F

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London City Airport  
Section 106 - Plan 2

Noise Contours  
2009 Full Use (57 dB LAeq, 16h)  
Average Mode

DRAWN: DT CHECKED: DC

DATE: 23/02/2015 SCALE: 1:35000@A3

FIGURE No:  
**A1125.130-2015S106-02**





LEGEND:

2009 66 dB LAeq, 16h Contour

*Handwritten signatures and initials:*  
1/13  
KR  
Pmm  
A  
JF  
8

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London City Airport  
Section 106 - Plan 3

Noise Contours  
2009 Full Use (66 dB LAeq, 16h)  
Average Mode

DRAWN: DT CHECKED: DC

DATE: 23/02/2015 SCALE: 1:35000@A3

FIGURE No:

A1125.130-2015S106-03







Ordnance Survey map licensed to London City Airport Ltd  
100018300

LEGEND:

2023 with CADP  
57 dB L<sub>avg,15h</sub>

*[Handwritten signatures and initials]*

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Partners**  
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Acoustics  
Technology

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www.bickerdikeallen.com F: 0207 625 0250

London City Airport

PLAN 4

2023 Summer Average Mode Noise Contour  
with CADP Core Case  
57 dB L<sub>avg,15h</sub>

DRAWN: DR CHECKED: PH

DATE: 01/12/2015 SCALE: 1:30000

FIGURE No:

A9575-01



LEGEND:  
2023 with CADP  
66 dB L<sub>avg,15h</sub>

P175  
KR  
MM  
h  
J  
SZ  
SK

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**Bickerdike  
Allen  
Partners**  
Architecture  
Acoustics  
Technology

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www.bickerdikeallen.com  
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F: 0207 625 0250

London City Airport

PLAN 5

2023 Summer Average Mode Noise Contour  
with CADP Core Case  
66 dB L<sub>avg,15h</sub>

DRAWN: DR CHECKED: PH

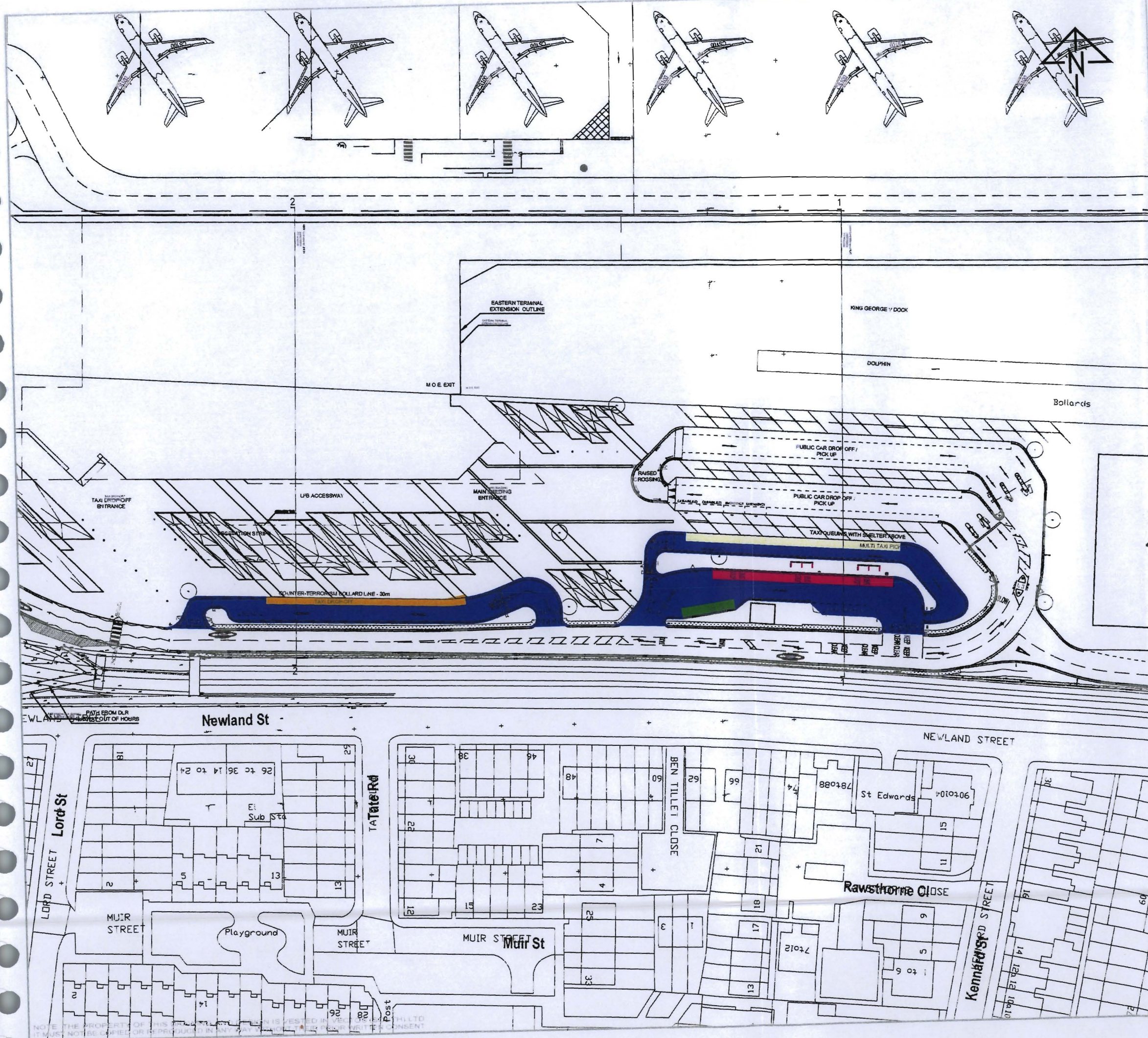
DATE: 01/12/2015 SCALE: 1:30000

FIGURE No:

A9575-03







Notes  
 1. This is not a construction drawing and is intended for illustrative purposes only.  
 2. White lining is indicative only.

**Key**

- Bus stop
- Bus stand
- Taxi drop-off
- Taxi pick-up
- Bus/Taxi Circulation Area

Handwritten signatures and initials, including '8F', 'PJS', and 'MM'.

REV	DETAILS	DRAWN	CHECKED	DATE

CLIENT: London City Airport Ltd

PROJECT: CADP

DRAWING TITLE: Plan 6  
Forecourt Designated Areas

SCALE: 1:1000

DRAWN: BJB	CHECKED: JM	DATE: 11/03/2016
------------	-------------	------------------

**vectoros**  
transport planning specialists

Network Building, 97 Tottenham Court Road, London W1T 4TP  
t: 020 7580 7373 e: enquiries@vectoros.co.uk

DRAWING NUMBER: **PLAN 6**

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ROYAL  
ALBERT  
DLR

ROYAL ALBERT DOCK

KING GEORGE V  
DOCK

HARTMANN ROAD

CAMEL RD

DREW RD

NEWLAND ST

LEONARD ST

PARKER CL

PARKER ST

WYTHES RD

SAVILLE RD

HOLT RD

LORD ST

TATE RD

MUIR ST

RAWSTHORNE  
CL

KENNARD ST

WINIFRED ST

SILVERLAND ST

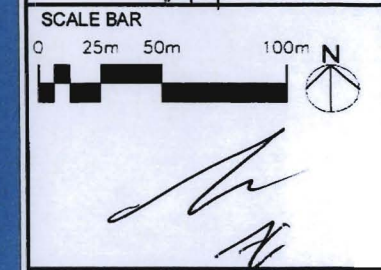
GRENADIER ST

ALBERT RD

CONNAUGHT RD

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- Base building survey information by LCY and MSA

MS  
KR  
MM



LEGEND:

EXISTING BUILDINGS

PROPOSED EASTERN  
TERMINAL EXTENSION

-	SW	23.02.15	Issued for s106
Rev	Drn	Date	Description

LondonCityAirport

London City Airport Limited City Aviation House Royal Docks London E16 2PB

PASCALL  
+WATSON

5 Carleton Court 116 Putney Bridge Road London SW15 2NQ  
+44 (0)20 8874 1311 www.pascall.co.uk

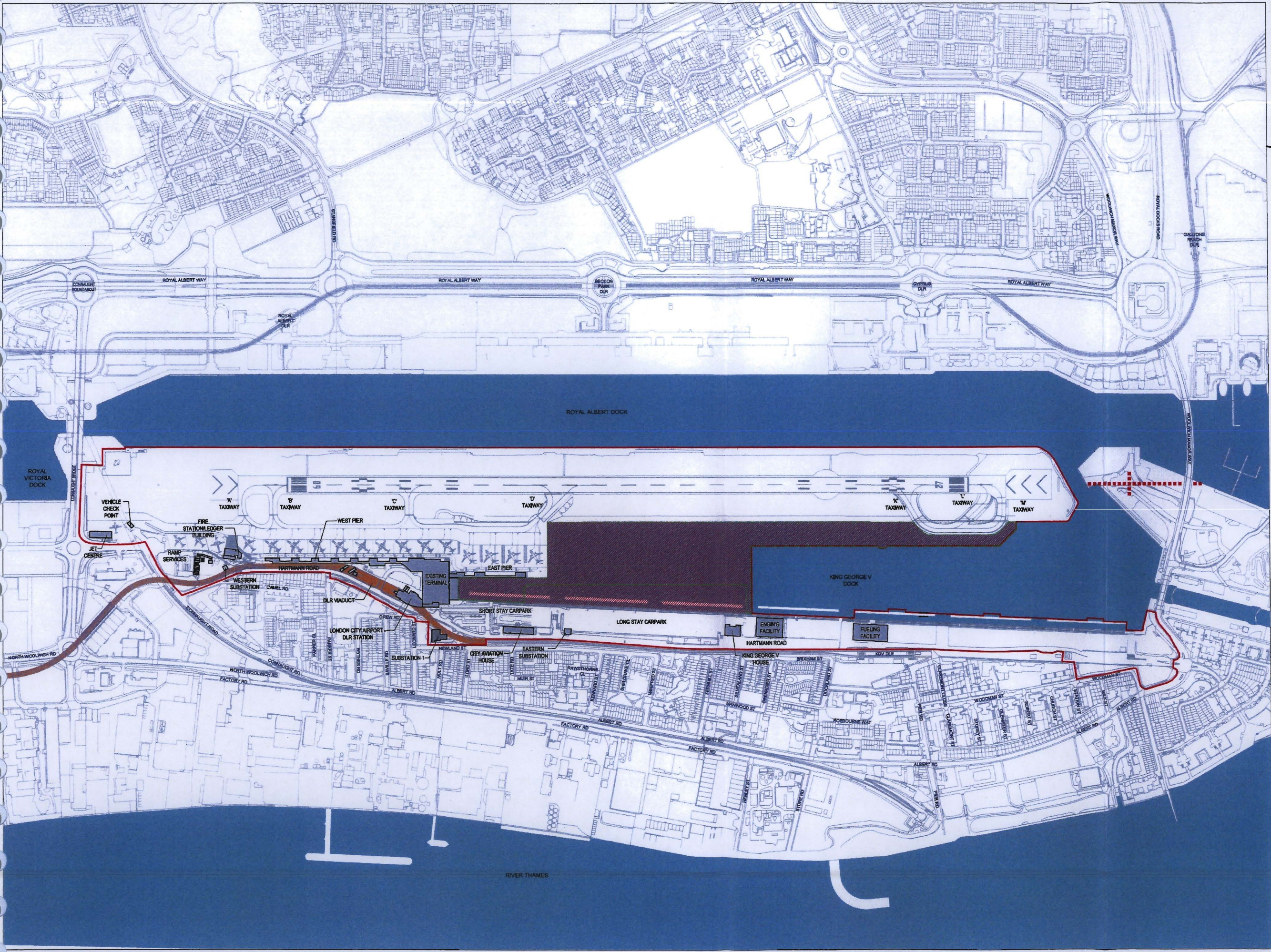
Client  
LONDON CITY AIRPORT

Project Name  
CITY AIRPORT DEVELOPMENT PROGRAM

Plan  
PLAN 8  
EASTERN TERMINAL EXTENSION

Discipline	Architecture	Project Phase	s106
Drawing Originator	Pascall+Watson architects	Originator's Job No.	4486
Checked By	SW	Checked Date	23.02.2015
Drawn By	JG	Drawn Date	11.03.2013
Approved By	MN	Approval Date	23.02.2015
Scale	1:1500 @ A1		
Building Grid Reference	CADP		
Client	LCY	Originator	P+W
Project Ref.	4486	Discipline	B
Drawing No.	GA20005	Revision	-





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- Internal layouts are for illustrative purposes only.

- Base building survey information by LCY and MSA

SCALE BAR  
0 50m 100m 200m

LEGEND

- EXISTING PRINCIPAL BUILDINGS
- PROPOSED DEVELOPMENT BOUNDARY LINE
- PROPOSED DECK EXTENSION BOUNDARY
- EXTENSION LANDS
- EXISTING DLR VIADUCT

Rev SW 23.02.15 Issued for s106

LondonCityAirport

London City Airport Limited City Aviation House Royal Docks London E16 2PB

**PASCALL+WATSON**

5 Carlson Court 118 Putney Bridge Road London SW15 2NQ  
+44 (0)20 8674 1911 www.pascall.co.uk

Client  
LONDON CITY AIRPORT

Project Name  
CITY AIRPORT DEVELOPMENT PROGRAMME

Title  
PLAN 9  
EXTENSION LANDS

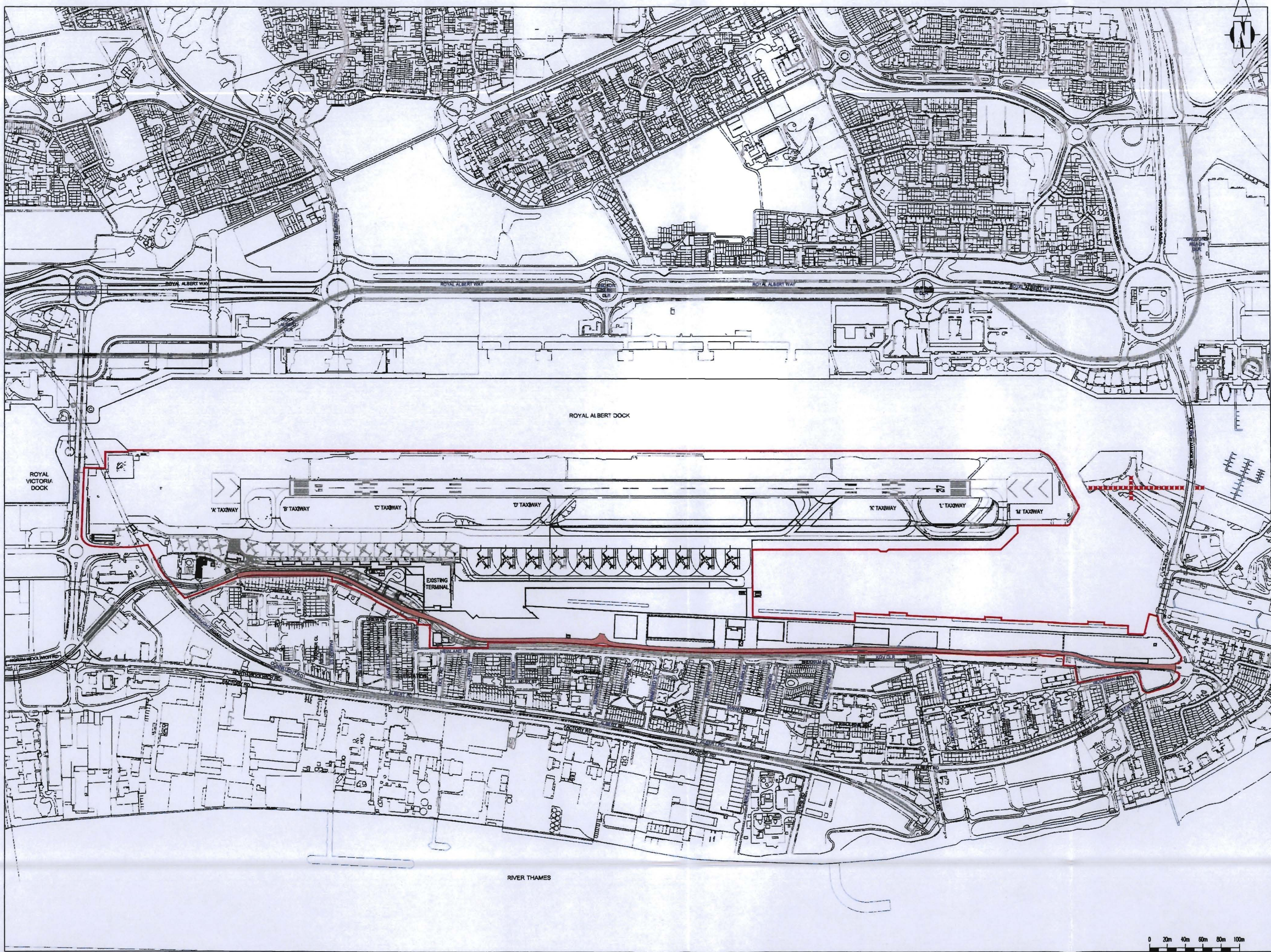
Discipline	Architecture	Project Phase	s106
Drawing Originator	PASCALL+WATSON architects	Originator's Job No.	4486
Checked By	SW	Checked Date	23.02.2015
Drawn By	GC	Drawn Date	11.03.2013
Approved By	MIN	Approval Date	23.02.2015
Scale	1:3500 @ A1		
Building Grid Reference			
SITE			
Client	LCY	Originator	P+W
Project Ref.	4486	Discipline	B
Drawing No.	SI20005	Revision	-

1 EXISTING SITE PLAN  
1:3500



General Notes:

VB  
KR  
TM  
/ /  
DL  
SC



Legend  
Private Extents of Hartmann Road

Scale

PLAN 10

London City Airport  
Get closer.  
London City Airport, City Aviation House  
Royal Docks, London, E16 2PB

Scale

Plan 10 Hartmann Road

Date 24/2/15 VR

Scale 1:3500

1 PROPOSED SITE KEY PLAN  
1:3500



SF

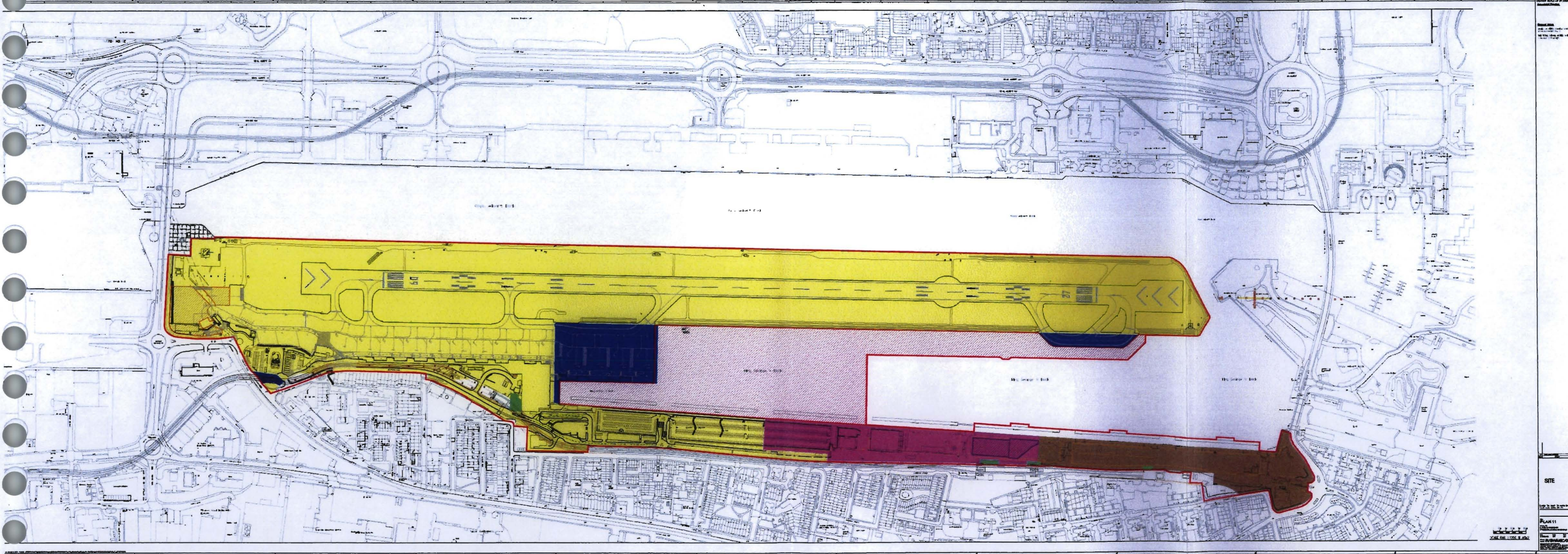
PMB

JL  
K

KR

MM

*[Signature]*



PLAN 11



LEGEND:

Public Safety Zone

PTB  
KC  
1mm  
DL  
SF



REVISIONS

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Partners**  
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Technology

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www.bickerdikeallen.com F: 0207 625 0250

London City Airport  
Section 106 - Plan 12

Public Safety Zones  
PSZs (pre-2009)

DRAWN: DT CHECKED: DC

DATE: 23/02/2015 SCALE: 1:35000@A3

FIGURE No:  
A1125.130-2015S106-12



LEGEND:

Public Safety Zone

Handwritten signatures and initials: YB, KR, MM, Z, DL, SF.

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London City Airport  
Section 106 - Plan 13

Public Safety Zones  
PSZs (2011)

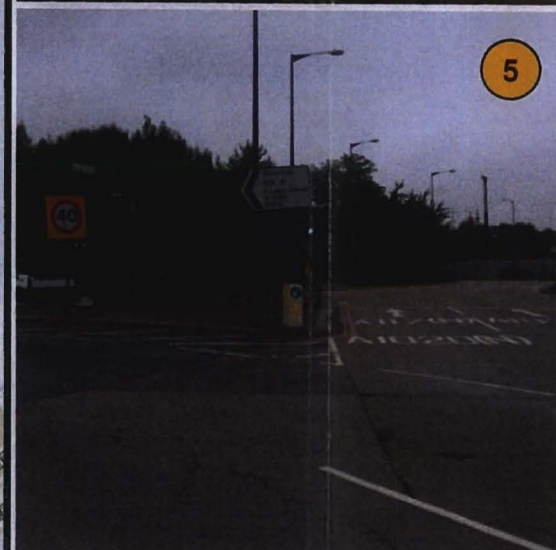
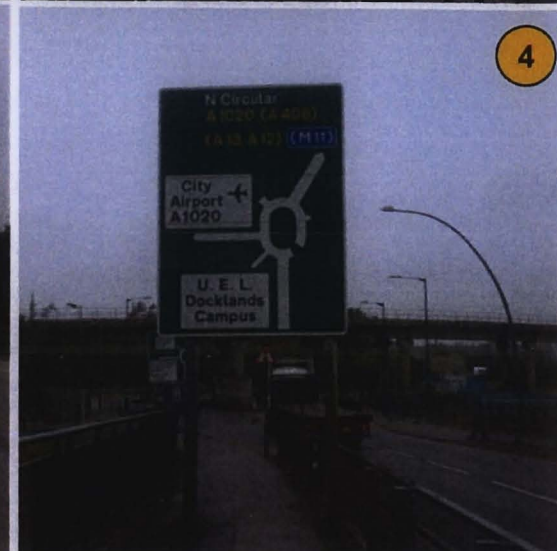
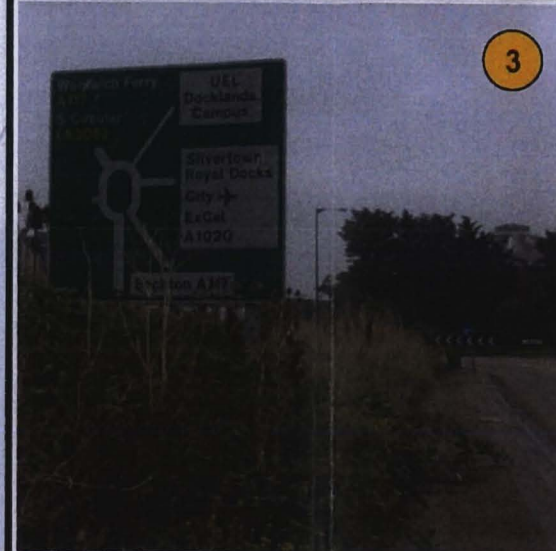
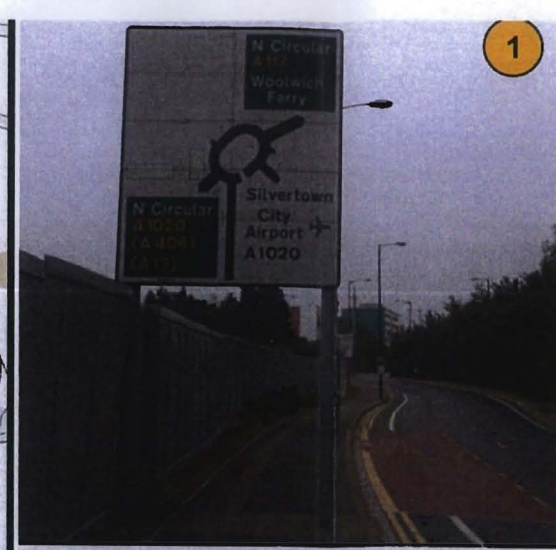
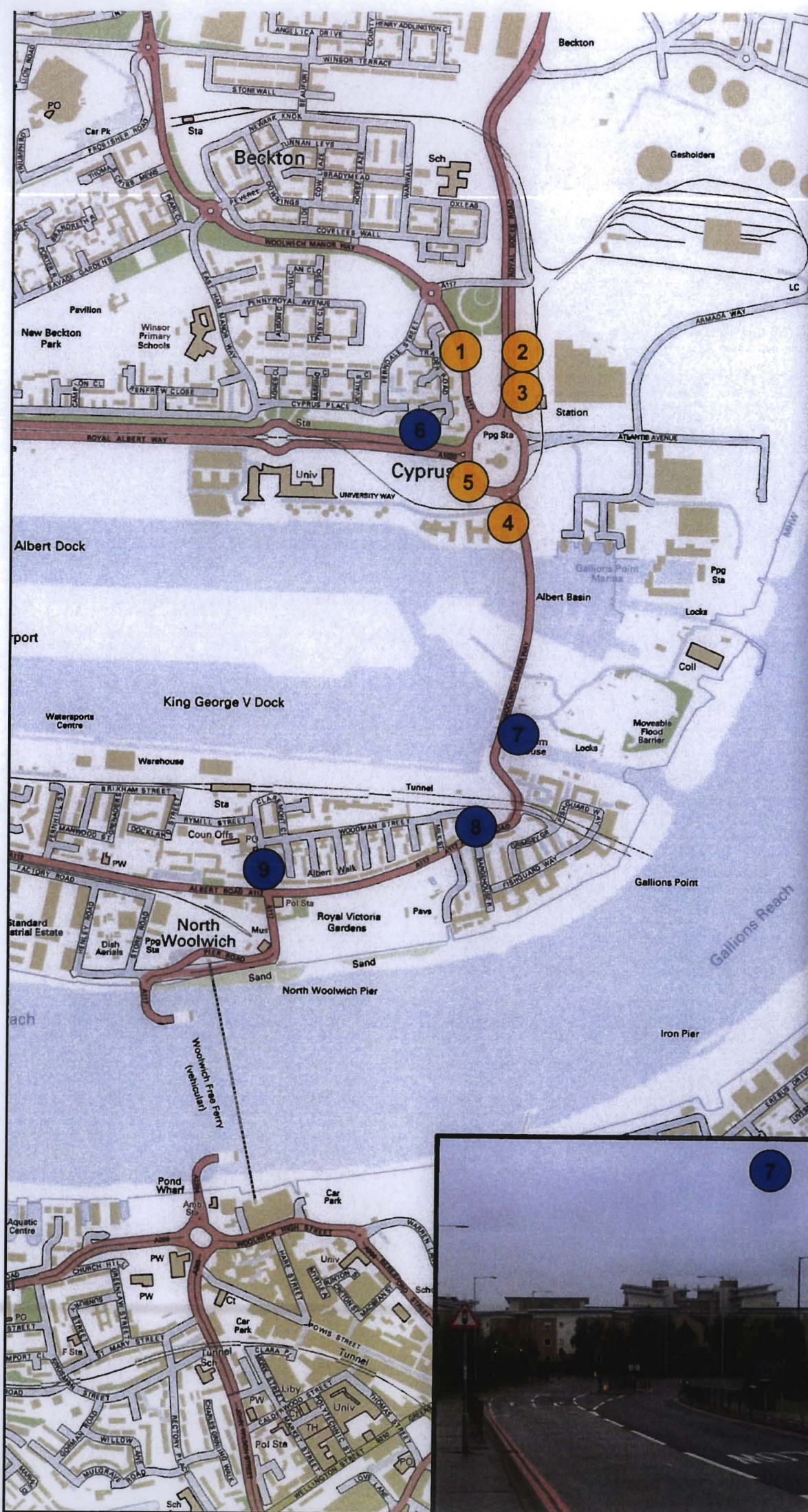
DRAWN: DT CHECKED: DC

DATE: 23/02/2015 SCALE: 1:35000@A3

FIGURE No:  
A1125.130-2015S106-13







Key:

- n Amend to reflect new access
- n Potential new signage

#### Gallions Roundabout

1. Royal Docks Road Southbound Approach (1)
2. Royal Docks Road Southbound Approach (2)
3. Woolwich Manor Way (North) Southbound Approach
4. Woolwich Manor Way (South) Northbound Approach
5. Gallions Roundabout - Royal Albert Way Arm
6. Royal Albert Way Eastbound Approach

#### Woolwich Manor Way/Hartmann Road

7. Woolwich Manor Way Southbound Approach
8. Woolwich Manor Way Northbound Approach

#### Albert Road/Pier Road

9. Pier Road (from Woolwich Ferry)

London City Airport

CADP

### Plan 14: Road Signage Strategy

SCALES: NTS

DRAWN: H.J.	CHECKED: R.R.	DATE: 19/02/2015	REVISION: .
----------------	------------------	---------------------	----------------



Network Building, 97 Tottenham Court Road, London W1T 4TP  
Tel: 020 7580 7373 Email: london@vectos.co.uk www.vectos.co.uk

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- Base building survey information by LCY and MSA

MS  
KR  
TMM  
SC



h  
A  
DL

- LEGEND:
- EXISTING BUILDINGS
  - PHASE 1  
WESTERN TERMINAL EXTENSION

Rev	SW	23.02.15	Issued for s106

FOR INFORMATION

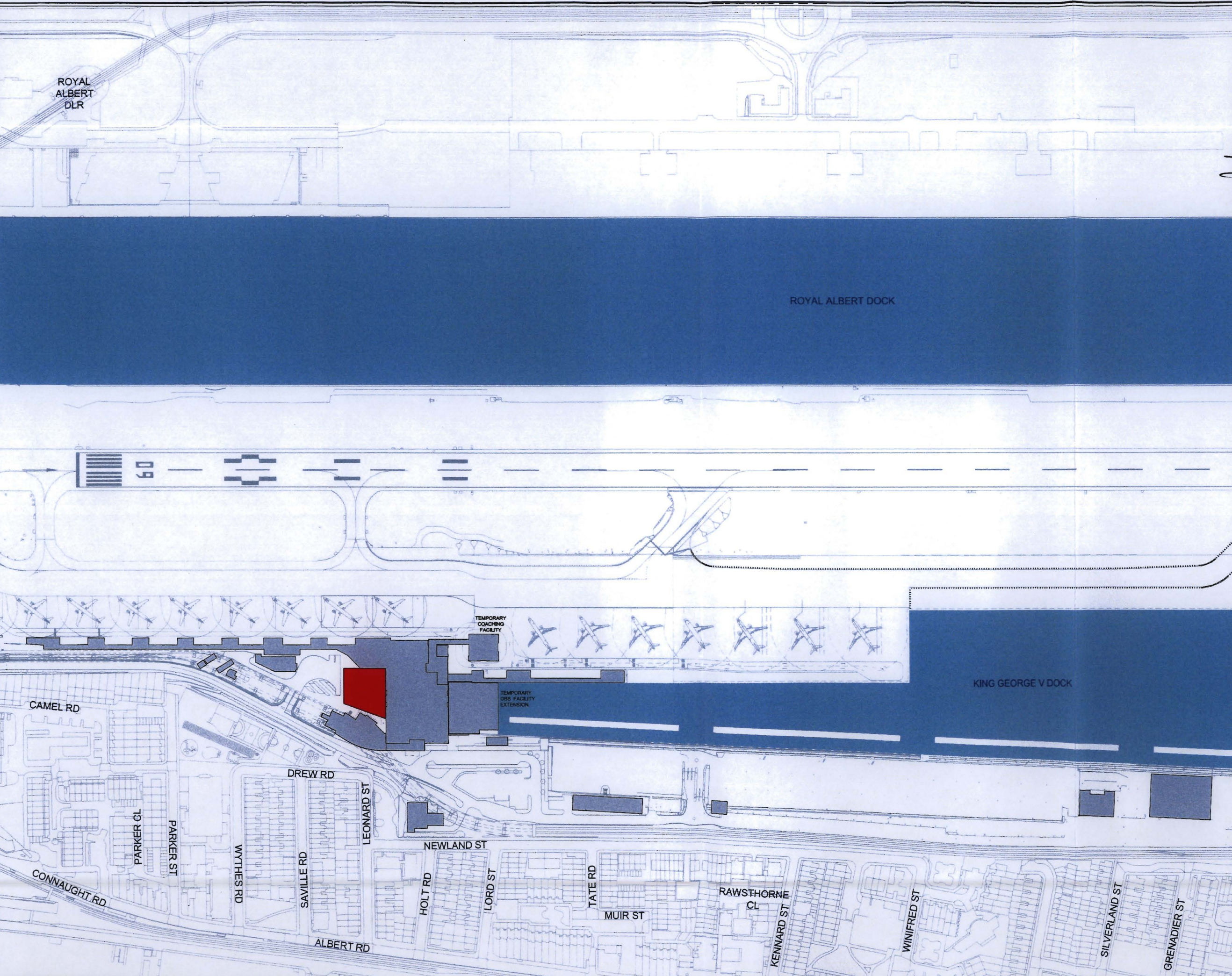
**LondonCityAirport**  
London City Airport Limited City Aviation House Royal Dockside London E16 2PB

**PASCALL  
+WATSON**  
5 Carleton Court 116 Putney Bridge Road London SW15 2NQ  
+44 (0)20 8574 1311 [www.pascall.co.uk](http://www.pascall.co.uk)

Client  
**LONDON CITY AIRPORT**  
Project Name  
**CITY AIRPORT DEVELOPMENT PROGRAM**

Title  
**PLAN 16  
WESTERN TERMINAL EXTENSION**

Discipline Architecture	Project Phase s106
Drawing Originator Pascall+Watson architects	Originator's Job No. 4486
Checked By SW	Checked Date 23.02.2015
Approved By MN	Approval Date 23.02.2015
Building Grid Reference CADP	Scale 1:1500 @ A1
Client LCY	Project Ref. P+W 4486
Discipline B	Drawing No. GA10008
Revision -	



1 DEVELOPMENT KEYPLAN  
1:1500



**LEGEND:**

- A** for premises in zone A habitable rooms on all elevations are eligible
- B** for premises in zone B habitable rooms on south, east and west facing elevations are eligible
- C** for premises in zone C habitable rooms on all elevations are eligible
- D** for premises in zone D habitable rooms on north, east and west facing elevations are eligible

SR  
MB  
KS  
MM  
SDZ

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**London City Airport**  
**Section 106 - Plan 17**

**Sound Insulation Scheme**  
**Elevation Treatment Plan**

DRAWN: DT CHECKED: DC

DATE: 23/02/2015 SCALE: 1:35000@A3

FIGURE No:  
**A1125.130-2015S106-17**



LEGEND:  
2023 with CADP  
63 dB L<sub>avg,10h</sub>

17/3  
KR  
MM  
H  
DL  
8

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London City Airport

PLAN 18

2023 Summer Average Mode Noise Contour  
with CADP Core Case  
63 dB L<sub>avg,10h</sub>

DRAWN: DR CHECKED: PH

DATE: 01/12/2015 SCALE: 1:30000

FIGURE No:

A9575-02





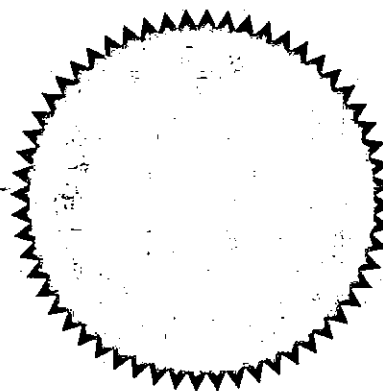
## **Plans**

### **List of Plans**

1. 1998 57dB Contour
2. 2009 57dB Contour
3. 2009 66dB Contour
4. CADP 57dB Contour
5. CADP 66dB Contour
6. Bus Stand and Bus Stops
7. Eastern Energy Centre
8. Eastern Terminal Extension
9. Extension Land
10. Hartmann Road
11. The Land
12. PSZs (2009)
13. PSZs (2011)
14. Road Signage locations
15. Western Energy Centre
16. Western Terminal Extension
17. Elevation Treatment Plan
18. CADP 63dB Contour

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


  
Authorised Signatory:



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

Director:

Director/Secretary:

Two handwritten signatures. The top signature is for the Director, and the bottom signature is for the Director/Secretary.

EXECUTED AS A DEED by AMI Property Holdings  
Limited acting by:

Director:

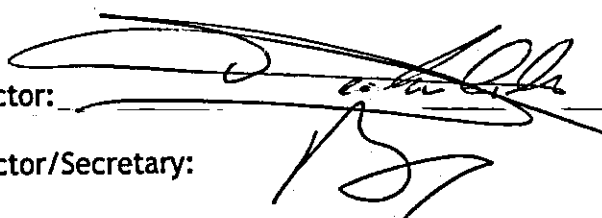
Director/Secretary:

Two handwritten signatures. The top signature is for the Director, and the bottom signature is for the Director/Secretary.

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

Director:

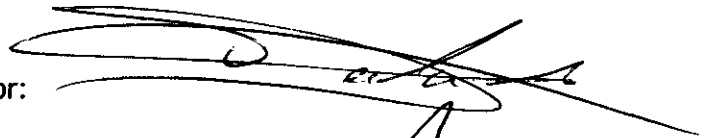

Director/Secretary:

Two handwritten signatures. The top signature is for the Director, and the bottom signature is for the Director/Secretary.

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

Director:


Director/Secretary:

EXECUTED AS A DEED by West Silvertown Properties )  
Limited acting by: )

Director:

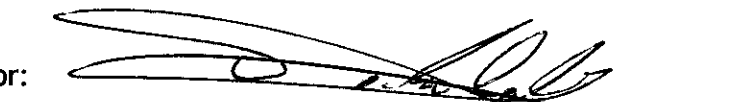

Director/Secretary:

EXECUTED AS A DEED by North Woolwich Properties )  
Limited acting by: )

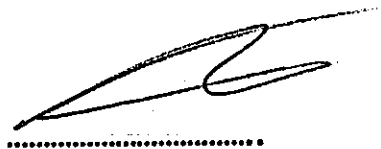
Director:

Director/Secretary:

EXECUTED and DELIVERED as a  
DEED by ALASDAIR GARNHAM  
as a duly authorised attorney for  
and on behalf of THE ROYAL  
BANK OF SCOTLAND PLC in its  
capacity as Security Trustee for  
the Secured Parties in the presence of:

)  
)  
)  
)  
)  
)  
)



.....

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

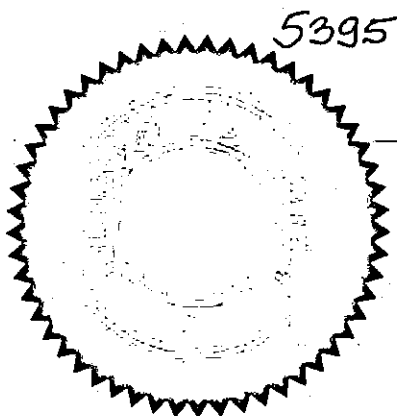
*Born*  
.....  
*NATALIE BROWN*  
.....  
*250 BISHOPS GATE*  
.....  
*LONDON EC2M 4AA*  
.....  
*BANK STAFF*  
.....

The common seal of Transport for London )  
was affixed to this deed in the presence of: )



Authorised signatory

.....





Executed as a Deed by GLA Land and  
Property Limited acting by a director  
in the presence of:

)  
)  
) 

.....  
Signature of witness P. Robinson

Name (block capitals): PAUL ROBINSON

Address: CITY HALL, MORE LONDON ESTATE, SE1 2AA.

## ANNEXURE 1

### Proposed Terms of Reference for the London City Airport Transport Forum

Issued to ATF December 2014

#### 1. Aim of the Forum

Increasing the use of public transport and sustainable travel modes among air passengers, airport employees, and the local community, and integrating the airport's surface access requirements into future transport plans serving London's Royal Docks and East London.

#### 2. Objectives of the Forum

- a. Identifying short and long term targets for increasing the proportion of journeys made to the airport by public transport
- b. To assist in devising the Airport's Surface Access Strategy (ASAS) for meeting these targets
- c. To oversee the implementation of the ASAS through the production and delivery of travel action plans
- d. To monitor the progress of the ASAS and associated travel action plans
- e. To establish task specific Working Groups drawn from the Forum membership and other relevant transport organisations as maybe appropriate to the task. Specifically Working Groups will include consideration of:
  - Issue specific transport action plans such as Construction Travel Plan; Taxi Management Plan; Parking Management Plan
  - DLR Station and Service - monitoring passenger flows, identifying suitable platform management improvements and service improvements
  - Crossrail Connectivity – linking the airport to Customs House Crossrail Station and exploring the opportunities for a new Silvertown Crossrail Station
  - River transportation – exploring the feasibility and delivery of river transportation for passengers and supplies to the airport.
  - Cycling and Walking Connections – proposing improvements to better connect the airport for cyclists and pedestrians
  - Overspill parking – creating a strategy that reduces the impacts on local roads from pick-up overspill parking
- f. To contribute to a programme of activity that enhances the sustainable transportation synergies between the Airport, East London and London's Royal Docks including engagement with the Canary Wharf Transport Forum, London Chamber of Commerce Transport Group and the Stratford Transport Infrastructure Group

- g. To promote the environmental and wider community benefits that increased use of sustainable transport modes delivers

**3. Structure of the Forum**

- a. The Forum shall meet four times a year (or some other frequency as the Forum may agree is appropriate) to deliver the objectives of the Forum
- b. Held at the airport, meetings shall generally last 2 hours, with agenda and relevant documentation circulated in advance
- c. Working Groups shall be established as required (with the agreement of the Transport Forum Chair) and report back to the Forum on progress made in delivering the defined scopes and outputs
- d. Membership of the Forum will include the following organisations;
  - London City Airport (to include Infrastructure/Strategy, Communications and Operational representatives )(Forum Chair)
  - London Borough of Newham (Senior Transport Planner, Airport Monitoring Officer)
  - Transport for London (to include Strategy and Communications representatives, others invited as required, for example Bus, river access, etc)
  - Greater London Authority (Principal Policy Adviser)
  - London Chamber of Commerce (Policy Lead with responsibility for transport)
  - Transport Operator representation – DLR as primary mode, Crossrail to ensure awareness of ongoing activity, Airport Taxi Coordinator
  - LCACC Secretary
  - Airline representative
  - Local representative
- e. As appropriate other stakeholders will be invited to attend the Forum itself or to become involved in a Working Group

# ANNEXURE 2

## First Tier Scheme

### 1 Purpose of the Scheme

- 1.1 This scheme provides sound insulation and sound mitigation measures for Eligible Properties within the Actual 57dB Contour and includes the following:

- (a) secondary glazing or thermal double-glazing and sound-attenuating vents; or
- (b) provision for alternative measures or works of similar or equivalent cost to be agreed with the Council where implementation of the measures provided for in this Scheme would not be practicable or would be detrimental to amenity.

### 2 Eligible Properties

- 2.1 A Residential Dwelling or a Public Building shall be an "Eligible Property" for this Scheme if it fulfils one of the criteria in sub-paragraph (a) and all of criteria (i) to (iii) in sub-paragraph (b) below:

- (a) *Age and location of property*
  - (i) it is within the 1998 57dB Contour and was existing on 21 July 1998 or was constructed subsequently pursuant to planning permission granted before 21 July 1998; or
  - (ii) it is outside the 1998 57dB Contour but within the 2009 57dB Contour and was existing on 9 July 2009 or was constructed subsequently pursuant to planning permission granted before 9 July 2009; or
  - (iii) it is outside the 2009 57dB Contour but within the CADP 57dB Contour and was existing on the date of this Agreement or has been constructed subsequently pursuant to planning permission granted before the date of this Agreement; or
  - (iv) it is outside the CADP 57dB Contour.
- (b) *Noise exposure*
  - (i) it is:
    - (A) within the Actual 57 dB Contour; or
    - (B) within the Predicted Reduced 57dB Contour; or

- (C) within the Predicted 57dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 57 dB Contour or the Predicted Reduced 57dB Contour; and
- (ii) it has not already benefited from this Scheme or (as part of the Past Noise Insulation Works) either the First Tier Works or the Public Buildings First Tier Works; and
- (iii) it does not form part of a development which has been the subject of the equivalent payment pursuant to NIPS1 or NIPS2.

### **3 Annual Performance Report**

- 3.1 With effect from the Commencement of Development the Annual Performance Report shall specify the geographic area within which the properties which are eligible for this Scheme are situated.

### **4 Scope of works**

The scope of works offered to an eligible dwelling under the First Tier Scheme will be as follows:

- 4.1 Only the "Habitable Rooms" in a dwelling may benefit from the works undertaken pursuant to the First Tier Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m<sup>2</sup> if the living room is less than 14 m<sup>2</sup> or a kitchen in excess of 11 m<sup>2</sup> where the living room is 14 m<sup>2</sup> or more.
- 4.2 In addition, only the windows and external doors to Habitable Rooms on the following elevations may benefit from works undertaken pursuant to the First Tier Scheme:
  - (a) for dwellings in zones A and C identified on Plan 17 (attached to this Agreement) all elevations;
  - (b) for dwellings in zone B identified on Plan 17 only the south east and west facing elevations;
  - (c) for dwellings in zone D identified on Plan 17 only the north east and west facing elevations.
- 4.3 For a single-glazed dwelling, the scope of works will depend on whether or not eligibility under the First Tier Scheme is confirmed in an Annual Performance Report published before or after Commencement of Development:

- (a) If the relevant Annual Performance Report is published before Commencement of Development: secondary glazing and sound-attenuating vents;
- (b) If the relevant Annual Performance Report is published on or after Commencement of Development: secondary glazing or thermal double glazing (at the election of the owner/occupier of the dwelling) and sound-attenuating vents.
- (c) These works shall produce an average sound reduction not less than 25 dB averaged over 100 to 3150 Hz in accordance with the procedure of British Standard Publication BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of those publications).

4.4 In the case of:

- (a) A double-glazed dwelling and/or
- (b) a dwelling which is required by legislation or by a condition imposed on any planning permission for its construction to have noise insulation that achieves or exceeds the acoustic standard specified in the First Tier Scheme

- the scope of works will be limited to sound-attenuating vents only.

4.5 Where secondary glazing is installed:

- (a) The type of secondary glazing units fitted shall relate to the form of the primary windows. The design of secondary units should facilitate cleaning of both surfaces of the primary windows from within the treated room. Secondary units shall be either a side-hung casement type, or horizontally or vertically sliding units. Costings and/or quotations shall be accompanied by full details of the systems offered.
- (b) The secondary system shall generally comprise 4mm float glass within white polyester powder-coated aluminium frames. 6mm float glass and toughened glass shall be used where required by B.S. 6206 for safety reasons. Anodic oxidation shall comply with British Standard 1615.
- (c) The minimum air gap between primary and secondary panes will be 100mm, where this can be accommodated within existing reveals. Where the reveal depth is insufficient to achieve an air gap of 100mm, secondary glazing shall be fitted flush with the inner face of existing walls subject to a minimum of 50mm being achieved. Where a minimum air gap of 50mm cannot be achieved within existing reveals and with the secondary glazing fitted flush with the inner face of existing walls boxing out of the reveals will be necessary. In these cases the reveals shall be boxed out to achieve a minimum reveal depth of 67mm.

In addition, in all cases where a minimum gap of 100mm cannot be achieved the glass thickness of the secondary pane shall be increased to 6mm.

- (d) The top and side reveals between primary and secondary windows are to be lined with an approved sound absorbent material treated with a suitable fungicide.
- (e) The secondary glazing system is to be mounted on a timber frame with white gloss painted finish. Any gaps between sub-frame and reveal shall be sealed with an approved resilient sealant.
- (f) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the secondary glazing installer.
- (g) Free hanging white venetian blinds with tilt mechanism (or similar) will be supplied and fitted between primary and secondary windows unless otherwise agreed with the owner of the dwelling.

**4.6 Where thermal double glazing is installed:**

- (a) The double glazed unit shall generally comprise 4mm glass /20mm cavity/4mm (or similar to comply with current Building Regulations requirements) within a UPVC or aluminium frame. Toughened glass shall be used where required for safety reasons.
- (b) The double glazed unit shall be designed to comply with relevant thermal efficiency requirements of the Building Regulations (Approved Document L)
- (c) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.

**4.7 Where Habitable Rooms have external doors, they will be fitted with weatherstrip seals to the thresholds, jambs and heads. Where this is not practicable or the required acoustic standard as set out in 4.3 above is not achieved, a new door offering the required acoustic standard will be provided. Opening fanlights over doors shall be sealed and fixed in a closed position. Glazed doors and fanlights shall not be fitted with secondary glazing where the sealing measures meet the acoustic standard specified in paragraph 4.3 above.**

**4.8 Acoustic ventilation shall (unless otherwise agreed with the Council) be offered within each Habitable Room and shall comprise either two permanent sound attenuating vents or one combined mechanical and permanent sound attenuating vent or one mechanical sound attenuating vent and one permanent sound attenuating vent. Where vents are installed:**

- (a) The requirements of the Noise Insulation Regulations 1975 (as amended) regarding additional permanent sound attenuating vents for adequate ventilation for combustion appliances shall apply (unless otherwise agreed with the Council).

- (b) Existing air bricks within Habitable Rooms shall be blocked up (but flues and direct inlet ducts to combustion appliances shall not be blocked) or replaced by permanent sound attenuating vents as required.
- (c) The permanent and the combined mechanical and permanent vents shall (unless otherwise agreed with the Council) satisfy the specification requirements of the Noise Insulation Regulations 1975 (as amended) regarding their construction, installation, effective area, self-generated noise levels and sound attenuating performance.
- (d) The mechanical sound attenuating vent shall comprise a Siegenia-Aubi Aeropac SN Acoustic Ventilator or such other vent as may be agreed with the Council.

4.9 The Airport Companies shall be responsible for ensuring that the dwelling meets the ventilation requirements of the current Building and Gas Regulations on completion of the First Tier Scheme works. All additional ventilation shall be sound attenuated as provided in paragraph 4.8 above. However, any requirements for additional ventilation in the future arising from changes to the dwelling including its gas appliances or legislation shall be the responsibility of the dwelling owner.

4.10 If any of the above works are impractical, an alternative specification of works as agreed with the Council will be implemented, provided that the works shall produce an average sound reduction of not less than 25dB averaged over 100 to 3150Hz in accordance with the procedure of British Standard Publication BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of those publications).

## **5 Public Buildings Scope of Works**

The scope of works offered to a Public Building under the First Tier Scheme will be dependent on the results of an inspection of the building:

- 5.1 The Airport Companies will seek permission to gain access to the building to undertake an inspection of the premises.
- 5.2 Within three months of the inspection the Airport Companies shall submit to the Council for written approval a survey report for the building which will include information on the existing and future aircraft noise levels, the acoustic performance of the existing building envelope, information on legislation and planning conditions relevant to the sound insulation of the building envelope and any significant defects relating to the sound insulation performance of the building envelope. The report will also identify the works (if any) which can reasonably be carried out to the Public Building to improve the sound insulation performance having regard to guidance on internal noise levels in BS 8233:2014 "Guidance on sound insulation and noise reduction for buildings" or Building Bulletin 93 "Acoustic Design of Schools" (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time). Any



works must be designed to ensure that existing arrangements for ventilation are either maintained or improved in a manner that is reasonably consistent with the designed use of the building.

- 5.3 The survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report.
- 5.4 The works set out in the approved survey report shall constitute the agreed scope of works for the relevant Public Building.

## **6 Listed Building Scope of Works**

Where an eligible dwelling or Public Building is a listed building i.e. it is included in a list compiled or approved by the Secretary of State under section 1 Planning (Listed Buildings and Conservation Areas) Act 1990, the scope of works will be dependent on the results of a survey of the premises:

- 6.1 the Airport Companies will seek permission to gain access to undertake an inspection of the premises to assess its suitability for works under the First Tier Scheme;
- 6.2 within three months of the inspection the Airport Companies will submit to the Council for written approval a survey report which will include information identifying the relevant listed building together with a schedule of the works which in the Airport Companies' opinion should be undertaken (subject to obtaining listed building consent) as part of the First Tier Scheme having regard to the listing particulars of that building and the objective of achieving the relevant acoustic standard;
- 6.3 the survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report;
- 6.4 within three months of the receipt of the Council's approval of the survey report the Airport Companies will apply for listed building consent (if required) for any works included in the approved report;
- 6.5 in the event that listed building consent is not obtained for the works specified in the approved report the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in any approved Revised Schedule within six months of the refusal of listed building consent (or such longer period as may be agreed by the Council);
- 6.6 if listed building consent is not granted for the works specified in the Revised Schedule, either through an application or appeal procedure, the Airport Companies will seek to agree with the

Council alternative measures with the objective of achieving the relevant acoustic standard for the relevant listed building having regard to its use.

## **7 Circumstances where works inappropriate**

If it is agreed by the Council that the undertaking of works under the First Tier Scheme in the case of any given dwelling or Public Building either:

- 7.1 is not reasonably practicable; or
- 7.2 would be significantly detrimental to residential amenity; or
- 7.3 would increase the noise exposure for occupiers of the relevant dwelling or Public Building; or
- 7.4 would damage the integral structure of the building

- and that no works should therefore be undertaken at the relevant dwelling or Public Building, the Airport Companies shall have no further obligation under the First Tier Scheme in relation to that dwelling or building Provided That as part of that agreement the Council and the Airport Companies may agree alternative measures to be undertaken by the Airport Companies of equivalent value to the cost of works which would otherwise be necessary at the relevant dwelling or Public Building

## **8 Procedure (Dwellings)**

The Airport Companies will offer the owner and (if different) the occupier of each eligible dwelling the opportunity to have works undertaken at the dwelling pursuant to the First Tier Scheme in accordance with the following procedures (see also Fig. 1):

- 8.1 within 30 days of the publication of an Annual Performance Report which confirms for the first time that a dwelling is eligible for the First Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of that dwelling of its eligibility and (subject to paragraph 8.2 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to carry out the works under the First Tier Scheme;
- 8.2 (unless otherwise agreed with the Council) if the dwelling is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
  - (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule or to any alternative measures pursuant to paragraph 4 above or
  - (b) the date of receipt of listed building consent (if required) for such works;

- 8.3 subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible dwelling and subject to paragraph 8.4 below, the Airport Companies shall carry out the required scope of works at the dwelling under the First Tier Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council);
- 8.4 prior to undertaking the works under the First Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible dwelling and in so doing:
- (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;
  - (b) the Airport Companies will agree with the Council
    - (i) which defects (if any) must be remedied to ensure that the works to be carried out under the First Tier Scheme can be undertaken satisfactorily and to the required acoustic standard and
    - (ii) how the costs of any such remedial work will be apportioned as between the owner/occupier and the Airport Companies and (if undertaken by the Airport Companies) the timeframe for the remedial work.
  - (c) if remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant dwelling and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under the First Tier Scheme can be undertaken;
  - (d) if remedial work is required the Airport Companies will undertake the works under the First Tier Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.
- 8.5 In relation to any eligible dwelling the Airport Companies will be deemed to have fully discharged their obligations under the First Tier Scheme where any of the following circumstances apply:
- (a) no works are required under the First Tier Scheme at the dwelling; or
  - (b) all works or other measures required under the First Tier Scheme at the dwelling have been undertaken satisfactorily; or
  - (c) (where there are existing defects in the dwelling and the owner and/or occupier of the dwelling is responsible for remedying them) the Airport Companies have notified the Council and the owner/occupier of the relevant dwelling of defects which must be

remedied before the works under the First Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied Provided That:

- (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the First Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the dwelling under the First Tier Scheme and/or in the case of a listed building permission for inspection of the dwelling from the owner and (if different) the occupier of the dwelling on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the First Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme.

8.6 Where the Airport Companies have discharged their obligations under 8.5(c) or (d) above in respect of a dwelling, they will nonetheless consider any future request from the owner/occupier of that dwelling to benefit from the works under the First Tier Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a dwelling which was eligible for the First Tier Scheme but where the previous owner/occupier refused or failed to respond to

an offer of works under the First Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that dwelling to carry out the works under the First Tier Scheme, in accordance with the procedure in this section 8 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

## **9 Procedure (Public Buildings)**

The Airport Companies will offer the owner and (if different) the occupier of each eligible Public Building the opportunity to have works undertaken at the dwelling pursuant to the First Tier Scheme in accordance with the following procedures (see also Fig. 1):

- 9.1 within 30 days of the publication of an Annual Performance Report which confirms for the first time that a Public Building is eligible for the First Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of the Public Building of its eligibility and (subject to paragraph 9.2 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to undertake the inspection of the building referred to at paragraph 5 above;
- 9.2 the Airport Companies will seek permission for carrying out works at the Public Building under the First Tier Scheme within six months of the date of receipt of written approval from the Council to the works contained in an approved survey report under paragraph 5.2 above;
- 9.3 (unless otherwise agreed with the Council) if the Public Building is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
  - (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule pursuant to paragraph 4 above or
  - (b) the date of receipt of listed building consent (if required) for such works;
- 9.4 subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible Public Building and subject to paragraph 9.5 below, the Airport Companies shall carry out the required scope of works at the Public Building under the First Tier Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council);
- 9.5 prior to undertaking the works under the First Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible Public Building and in so doing:
  - (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;

- (b) the Airport Companies and the Council will agree which defects (if any) must be remedied to ensure that the works to be carried out under the First Tier Scheme can be undertaken satisfactorily and to the required acoustic standard;
- (c) if remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant Public Building and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under the First Tier Scheme can be undertaken;
- (d) if remedial work is required the Airport Companies will undertake the works under the First Tier Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.

9.6 In relation to any eligible Public Building the Airport Companies will be deemed to have fully discharged their obligations under the First Tier Scheme where any of the following circumstances apply:

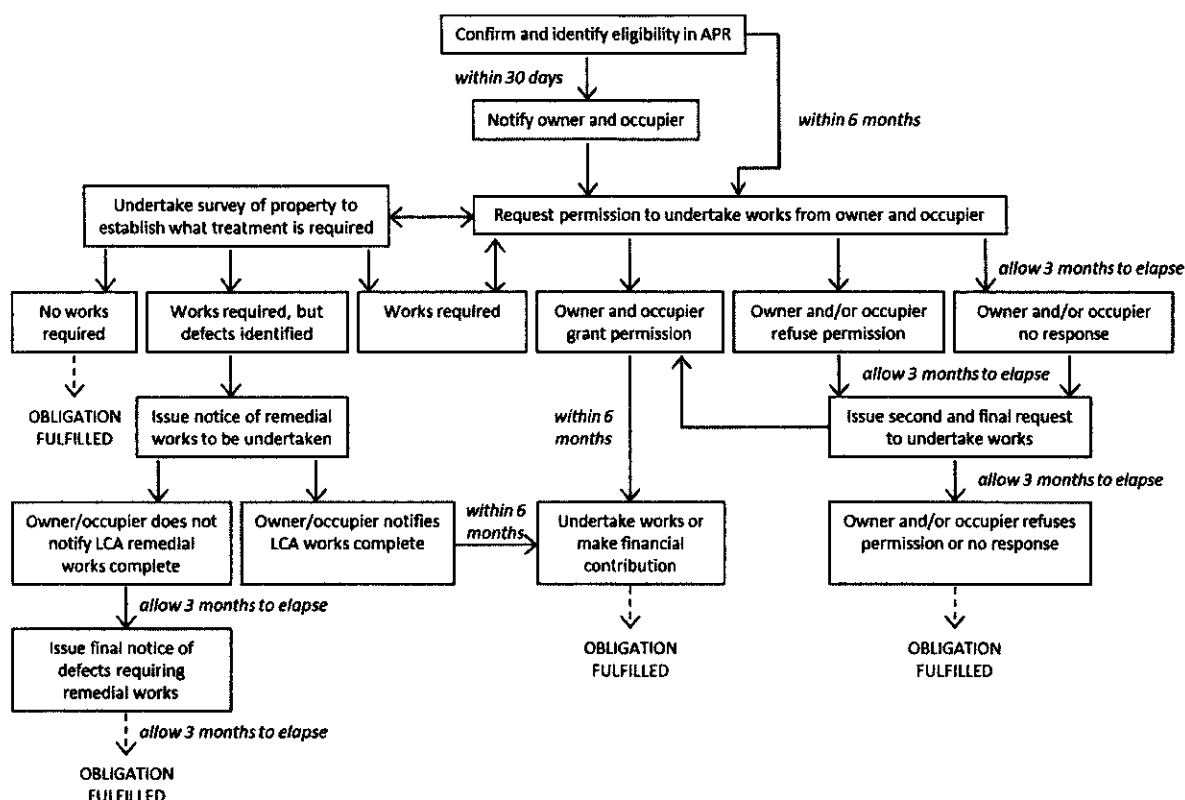
- (a) no works are required under the First Tier Scheme at the Public Building; or
- (b) all works or other measures required under the First Tier Scheme at the Public Building have been undertaken satisfactorily; or
- (c) (where there are existing defects in the Public Building) the Airport Companies have notified the Council and the owner/occupier of the relevant Public Building of the defects which must be remedied before the works under the First Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
  - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the First Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and

- (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the Public Building under the First Tier Scheme and/or an inspection of the Public Building from the owner and (if different) the occupier of the building on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
  - (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the First Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme.

9.7 Where the Airport Companies have discharged their obligations under 9.6(c) or (d) above in respect of a Public Building, they will nonetheless consider any future request from the owner/occupier of that building to benefit from work under the First Tier Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a Public Building which was eligible for the First Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the First Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that building to carry out the works under the First Tier Scheme, in accordance with the procedure in this section 9 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

## 10 Flow Chart

The procedures described in paragraphs 8 and 9 are illustrated in the step by step guide at Fig. 1



**Figure 1**

## 11 Council owned properties

Where the Airport Companies are required to undertake works under the First Tier Scheme to any dwelling or Public Building which is owned by or otherwise in the control of the Council:

- 11.1 the Airport Companies shall agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the works;
- 11.2 in the event that the Airport Companies are to undertake such works as set out above the date from which the time limit is calculated for seeking permission to carry out works pursuant the First Tier Scheme shall (unless the dwelling or the Public Building is a listed building) be the date of the agreement reached under paragraph 11.1 above (unless otherwise agreed with the Council).



# ANNEXURE 3

## LONDON CITY AIRPORT - NOISE INSULATION PAYMENT SCHEME

**Proposals to allow certain proposed developments to benefit early from the noise insulation scheme operated by London City Airport**

### 1. Introduction

- 1.1 We are required to put a scheme into place to allow certain proposed developments to benefit early from the Airport's noise insulation schemes. This scheme is known as the Noise Insulation Payments Scheme ("NIPS").
- 1.2 A number of defined terms from the Section 106 Agreement relating to noise are used in this explanatory document. Please refer to the Glossary at the end.

### 2. Background

- 2.1 Planning permission ("the Airport's Planning Permission") was granted on 9 July 2009 (reference 07/01510/VAR) by the London Borough of Newham ("the Council") for variation of conditions attached to previous planning permissions for the Airport to allow up to 120,000 total aircraft movements per year (with related modifications to other limits on aircraft movements).
- 2.2 The Airport's Planning Permission was subject to an agreement under Section 106 of the Town and Country Planning Act 1990 dated 9 July 2009 ("Section 106 Agreement"). Under the Section 106 Agreement the Airport is required to prepare the NIPS and consult with those persons likely to benefit significantly from the scheme. The resulting NIPS, which is explained in this document, has been informed by this consultation.
- 2.3 The aim of the NIPS is to compensate landowners and developers for the reasonable incremental costs of supplying and fitting additional noise insulation measures at certain proposed developments to mitigate against the noise effects of the increase in aircraft movements permitted by the Airport's Planning Permission. The proposed developments must consist of residential premises and Public Buildings situated on land:
- within the Full Use 57 dB Contour but outside the 1998 57dB Contour; or
  - within the Full Use 66 dB Contour.

### 3. The Noise Insulation Payment Scheme

#### 3.1 *Eligible Persons*

- (a) A person (or any successor and any one deriving title in the land or under contract) is eligible to receive a payment under the NIPS if at the date of application under the NIPS and the date of payment by the Airport under the NIPS that person (or any successor and any one deriving title in the land or under contract):

1. is:

- the owner of the freehold interest in Eligible Land; or
- the owner of a leasehold interest in Eligible Land; or
- the developer under a building agreement or agreement for lease relating to Eligible Land; and

2. will incur the increased costs of noise insulation identified below during the construction of an "Eligible Development" on "Eligible Land" (see paragraphs 3.2 and 3.3 for definitions of these terms).

- (b) For the avoidance of doubt a payment in respect of any phase of Eligible Development which becomes due under the NIPS will be made once only to one person.

### 3.2 *Eligible Land*

- (a) Eligible Land is land which is either within the Full Use 57 dB Contour but outside the 1998 57dB Contour or within the Full Use 66 dB Contour. These contours are shown on the plans attached to this NIPS at appendix 1.

### 3.3 *Eligible Development*

- (a) A development is an Eligible Development if:
1. the development comprises or includes residential dwellings and/or Public Buildings (the "relevant buildings");
  2. planning permission was granted for the development before 9 July 2009; and
  3. construction of relevant buildings forming part of the development had not been commenced on or before 8 July 2009 at the time that an Eligible Person applies for assistance under the NIPS but the relevant buildings remain capable of construction pursuant to the relevant planning permission both at the time of the application and the time of payment by the Airport under the NIPS.
- (b) Development will still be eligible if the relevant planning permission is varied, modified or replaced after 8 July 2009 in a manner which results in planning permission for substantially the same development in all material respects. In addition, if a development is being undertaken in phases, eligibility will be looked at on a phase by phase basis.
- (c) Similarly, eligibility of the development will not be affected if after 8 July 2009:
- the relevant planning permission is extended by virtue of the substitution of a new time limit for commencement of development or
  - development has begun under the relevant planning permission and due to the proximity of the expiry date for submission of reserved matters for approval, a new planning permission is granted for substantially the same development in all material respects.

### 3.4 *Benefits of the NIPS*

- (a) The Airport will pay to Eligible Persons the costs attributable to the additional noise insulation measures at residential dwellings or Public Buildings forming part of the Eligible Development on Eligible Land, which arise from the need for increased insulation against aircraft noise as a consequence of the permitted increase in aircraft movements. This payment will be calculated as set out below.
- (b) Payment under the NIPS will not be made more than once in respect of the same part of an Eligible Development.

### 3.5 *Calculation of Payment under the NIPS*

- (a) The Airport will pay the difference between (a) the estimated reasonable cost (as at the date of the application by the Eligible Person) of supplying and fitting noise insulation to the standards specified below at residential dwellings and Public Buildings proposed on the Eligible Land within the Eligible Development and (b) the reasonable cost of supplying and fitting noise insulation at such dwellings and buildings to the level required by Building Control (disregarding any effects on

those requirements of the Airport's Planning Permission), the conditions attached to the relevant planning permission or any relevant planning obligations<sup>1</sup>.

- (b) The following standards are to be achieved under the NIPS (assuming that the external noise levels represent those that would result from the relevant Full Use Contour extending over the dwellings or Public Buildings forming part of the Eligible Development):
- for residential dwellings within the Full Use 57dB Contour the installation of noise insulation should produce an average sound reduction of not less than 25 dB averaged over 100 to 3150 Hz in accordance with the procedure of British Standard Publication BS EN ISO 140: Part 5;
  - for Public Buildings within the Full Use 57dB Contour the installation of noise insulation should achieve an internal noise level acceptable to the Council (whose approval of such internal noise level will be sought) having regard to guidance on internal noise levels in BS 8233:1999 "Sound insulation and noise reduction for Buildings – Code of Practice" or Building Bulletin 93 "Acoustic Design of Schools";
  - for residential dwellings within the Full Use 66dB Contour the installation of noise insulation should achieve an equivalent mean sound reduction index (100 to 3150 Hz) to a secondary glazing system comprising 4mm float glass with a minimum air gap between primary and secondary panes of 100mm or a high acoustic performance double glazed unit comprising 10mm glass/12mm cavity/6.8mm acoustic laminated glass, whichever is the lesser;
  - for Public Buildings within the Full Use 66dB Contour the installation of noise insulation should achieve an internal noise level acceptable to the Council (whose approval of such internal noise level will be sought) having regard to guidance on internal noise levels in BS 8233:1999 "Sound insulation and noise reduction for Buildings – Code of Practice" or Building Bulletin 93 "Acoustic Design of Schools".
- (c) The amount of the payment will be dependent upon the number of residential dwellings and Public Buildings on Eligible Land and forming part of an Eligible Development which are affected. The Eligible Person's estimate of the relevant noise insulation costs will be reviewed by the Airport's noise consultants who will produce their own estimate. Those costs will then be agreed between the Airport and Eligible Persons wherever possible but in the absence of agreement the costs (including the extent of the increased noise insulation required and its specification), will be determined in accordance with the dispute resolution process described below.

### 3.6 *Timing of payment under the NIPS*

- (a) The timing of payments under the NIPS will be agreed wherever possible by reference to the proposed construction programme or phasing of the Eligible Development. For the first phase of Eligible Development payment will be made within 60 days of receipt of the architect's first Interim Certificate confirming that the construction of buildings in that phase has commenced. For each subsequent phase, unless otherwise agreed, payment will be made within 60 days of receipt by the Airport of the architect's certificate confirming practical completion of the immediately preceding phase including completion of the relevant noise insulation measures.
- (b) Any dispute regarding timing of payments would be determined in accordance with the dispute resolution process (below). However, the principle of payment by instalments linked to progress in construction and installation of noise mitigation measures cannot be questioned. The Airport will pay interest at the Bank of England base rate on any sum which is not paid on the due date for payment.

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<sup>1</sup> The definition of Eligible Development contemplates that the relevant planning permission could be a varied modified or replacement planning permission granted after 8 July 2009 for substantially the same development as a planning permission granted before 9 July 2009. Where this is the case if the two permissions are compared and there is a more onerous requirement for noise insulation in a planning condition or a planning obligation associated with the post-8 July 2009 permission and the reason for that more onerous requirement is the increase in aircraft movements allowed by the Planning Permission for the Airport then it will be disregarded.

### 3.7 *Procedure under the NIPS*

- (a) An application under the NIPS must be made by the delivery to the Legal Affairs Manager of London City Airport Limited at City Aviation House, Royal Docks, London E16 9PX (or email: [notices@lcy.co.uk](mailto:notices@lcy.co.uk)) of a written request for assistance under the NIPS, which is accompanied by the following minimum information (which can be provided in electronic form):
- Name of the applicant
  - Nature of the interest held by the applicant
  - Address of the site in which the interest is held
  - A plan showing the extent of the interest in the relevant site
  - A copy of the planning permission and any related S106 agreement for the Eligible Development, together with copies of all drawings approved by the local planning authority and any noise impact assessment or sound insulation assessment (whether or not undertaken as part of an environmental statement), which formed part of the relevant planning application.
  - A copy of any sound insulation scheme or design detail which has been developed as a consequence of the planning permission or any related S106 agreement in order to mitigate environmental noise.
  - Confirmation of the stage which the Eligible Development has reached, together with any draft or adopted construction programme for the Eligible Development.
  - Plans passed for the purposes of Building Control which show the insulating properties of the proposed building(s).
  - The applicant's estimate of the reasonable incremental costs of supplying and fitting increased noise insulation which will be payable under the NIPS (together with any supporting documents).
- (b) An application in respect of any phase of Eligible Development must be made before construction of that phase begins unless otherwise agreed by the Airport.
- (c) On receipt of the application the Airport will adhere to the following procedures and timescales unless it is prevented from doing so by matters outside its control:
- Within one month of receipt of the application the Airport will notify the applicant whether or not the Airport considers that the applicant is an Eligible Person under the NIPS and if so whether there is any further information that the Airport reasonably requires.
  - If there is a dispute regarding eligibility this will be resolved in accordance with the dispute resolution process indicated below and the determination of eligibility through that dispute resolution process will prevail.
  - If the applicant is an Eligible Person, the Airport and the Airport's noise consultants will meet with the Eligible Person and its consultants within six weeks of either notification by the Airport that the applicant is an Eligible Person or receipt from the applicant of any further information reasonably requested at the time of notification (whichever is later). The purpose of that meeting will be to discuss and understand the Eligible Development, its design and specification and the timing of its construction.
  - Within six weeks of the meeting between the Eligible Person and the Airport, the Airport and its noise consultants will review the application and all supporting information and will notify the Eligible Person in writing of the amount of the payment that the Airport

proposes to make under the NIPS and how it is calculated, together with proposals for the timing of the payments.

- Within six weeks of the Airport's notification of payment, the Airport and its noise consultants will meet with the Eligible Person and its consultants in order to discuss the amount of payment, agree the amount to be paid and agree on the timing of the payments. Any disputes are to be dealt with in accordance with the process outlined below.
- Within four weeks of agreement or determination concerning the aggregate payment and the timing of individual payments under the NIPS in respect of an Eligible Development the Airport will make a final written offer to the Eligible Person based on the agreed or determined payments and their timing and subject also to the following conditions:
  - (i) The offer will be open for acceptance until the expiry of two months following the date of its receipt by the Eligible Person; and
  - (ii) Any payments specified in the offer will only be made to Eligible Person(s) (in respect of the Eligible Development which is the subject of the offer); and
  - (iii) Within two months of practical completion of each phase of the Eligible Development the Applicant must provide evidence that the noise insulation measures have been installed in that phase and achieve the required performance by the provision of independently certified evidence that all incorporated components comply with the specified performance requirements as set out in the Architect's specification, the Employer's Requirements and within the NIPS.

### 3.8 *Publicity*

Once the NIPS has been approved by the Council, it will become operational within three months. Within that three month period, the Airport will notify potentially Eligible Persons insofar as it is able to identify them through Land Registry searches. Otherwise, the existence of the NIPS (once adopted) will be publicised by its inclusion in the Annual Performance Report which the Airport is obliged to publish each year under the Section 106 Agreement, by publication on the Airport's website and through reporting to the Consultative Committee.

### 3.9 *Scheme Close*

Applications may not be made and will not be accepted by the Airport after the tenth anniversary of the date on which the NIPS becomes operational.

### 3.10 *Determination of disputes*

- (a) In the event of a dispute under the NIPS the matter in dispute will on the application of either the Airport or the applicant be referred to a person acting as independent expert (the "Expert") being a person with not less than 10 years' recent and relevant experience of the matter in dispute whose identity will be agreed between the Airport and the claimant or in the absence of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.
- (b) The resolution of the dispute will be on the following terms:
  - (i) the determination will be final and binding on the parties except where the Expert has made a manifest error;

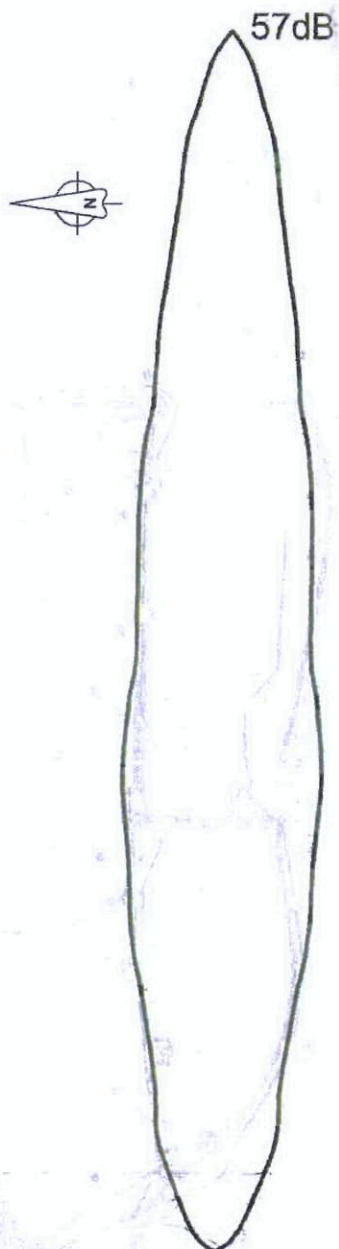
- (ii) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs; and
- (iii) the Expert's costs will be borne in such proportions as he or she may direct failing which each party will bear its own costs of the reference and determination and one half each of the Expert's costs

**November 2013**

## GLOSSARY

1998 57 dB Contour	the 57 dB Contour included as part of the application for the 1998 Permission shown on the plan attached to this document marked "Plan 1" and based on full use of the 1998 Permission
1998 Permission	the planning permission granted on 21 July 1998 under reference P/97/0826
57 dB Contour	the 57 dB $L_{Aeq}$ , 16h Average Mode summer day contour
66 dB Contour	the 66 dB $L_{Aeq}$ , 16h Average Mode summer day contour
Annual Performance Report	an annual report to be submitted to the Council by 1 July in each calendar year which will (to the extent required) report on the compliance with the terms of the Section 106 Agreement in the preceding calendar year
Full Use 57 dB Contour	the 57 dB Contour included with the application for the Airport's Planning Permission which is based on the full use of the Airport's Planning Permission and is shown on the plan attached to this document marked ("Plan 2")
Full Use 66 dB Contour	the 66 dB Contour included with the application for the Airport's Planning Permission which is based on full use of the Airport's Planning Permission shown on the plan attached to this document marked ("Plan 2")
Full Use Contours	the Full Use 57 dB Contour and the Full Use 66 dB Contour
Public Buildings	the following types of public buildings in noise sensitive community use and any other types of public building as agreed between the Airport and the Council: schools (including but not limited to Britannia Village School) colleges doctors' surgeries health centres hospitals nursing homes (including old people's homes) community centres (but not those used only as social clubs) meeting halls village halls churches and other places of religious worship libraries children's and other day centres crèches and nurseries and including any parts of buildings authorised and used for such purposes

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100018300



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**B  
A  
P**

Project

**LONDON CITY AIRPORT**

Title

1998 57 dB L<sub>Aeq,16h</sub>  
Noise Contour

Drawn DT	Checked PH	Approved PH	Job no A1125	Pha 48
Date NOV-13	Scale 1:35,000	Status	Plan 1	Rev



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57dB



66dB

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**B  
A  
P**

Project

**LONDON CITY AIRPORT**

Title

Full Use 57 & 66 dBL Aeq,16h  
Noise Contours

Drawn	Checked	Approved	Job no	Pha
DT	PH	PH	A1125	48
Date	Scale	Status	Plan	Rev
NOV-13	1:35,000		2	

# ANNEXURE 4

## LONDON CITY AIRPORT

### DRAFT NIPS2 (SECOND GENERATION NOISE INSULATION PAYMENT SCHEME)

**Proposals to allow certain proposed developments to benefit early from the noise insulation scheme operated by London City Airport**

## 1 Introduction

This is a scheme to allow certain proposed developments to benefit early from the Airport's noise insulation schemes. This scheme is known as the Second Generation Noise Insulation Payments Scheme ("NIPS2").

## 2 Background

- 2.1 Planning permission was granted on 9 July 2009 (reference 07/01510/VAR) by the London Borough of Newham ("the Council") for variation of conditions attached to previous planning permissions for the Airport to allow up to 120,000 total aircraft movements per year (with related modifications to other limits on aircraft movements).
- 2.2 As part of this planning permission, the Airport was required to prepare the first generation Noise Insulation Payment Scheme (NIPS1).
- 2.3 The aim of NIPS1 was to compensate landowners and developers for the reasonable incremental costs of supplying and fitting additional noise insulation measures at certain proposed developments to mitigate against the noise effects of the increase in aircraft movements permitted by the 2009 planning permission. The proposed developments must consist of residential premises and/or Public Buildings situated on land:
  - within the 2009 57 dB Contour but outside the 1998 57 dB Contour; or
  - within the 2009 66 dB Contour.
- 2.4 NIPS1 will continue to operate. NIPS2 is designed to compensate landowners and developers for reasonable incremental costs of supplying and fitting additional noise insulation measures at certain proposed developments to mitigate against the noise effects of the City Airport Development Programme ("CADP"). To be eligible, the proposed developments must consist of:
  - residential premises and/or Public Buildings situated on land within the CADP 57 dB Contour but outside the 2009 57 dB Contour; or
  - residential premises situated within the CADP 63dB Contour; or
  - residential premises and/or Public Buildings situated within the CADP 66 dB Contour but outside the 2009 66 dB Contour.

## 3 The Noise Insulation Payment Scheme

### 3.1 *Eligible Persons*

- (a) A person (or any successor and any one deriving title in the land or under contract) is eligible to receive a payment under NIPS2 if at the date of application under NIPS2 and the date of payment by the Airport under NIPS2 that person (or any successor and any one deriving title in the land or under contract);

1. is:

- the owner of the freehold interest in Eligible Land; or
  - the owner of a leasehold interest in Eligible Land; or
  - the developer under a building agreement or agreement for lease relating to Eligible Land; **and**
2. will incur the increased costs of noise insulation identified below during the construction of an "Eligible Development" on "Eligible Land" (see paragraphs 3.2 and 3.3 for definitions of these terms).
- (b) For the avoidance of doubt a payment in respect of any phase of Eligible Development which becomes due under NIPS2 will be made once only to one person.

### 3.2 *Eligible Land*

Eligible Land is land which is either:

- (a) within the CADP 57 dB Contour but outside the 2009 57 dB Contour or
- (b) within the CADP 63dB Contour or
- (c) within the CADP 66 dB Contour but outside the 2009 66 dB Contour.

### 3.3 *Eligible Development*

- (a) A development is an Eligible Development if it is situated on Eligible Land and:
- 1. the development comprises or includes residential dwellings and/or Public Buildings (the "relevant buildings"); and
  - 2. planning permission was granted for the development before the date of the Planning Permission; and
  - 3. construction of relevant buildings forming part of the development had not been commenced before the date of the Planning Permission and at the time that an Eligible Person applies for assistance under NIPS2 the relevant buildings remain capable of construction pursuant to the relevant planning permission both at the time of the application and the time of payment by the Airport under NIPS2

Provided That provided that where the Eligible Land is within the CADP 63dB Contour development on that Eligible Land will only qualify as Eligible Development if it comprises or includes residential dwellings.

- (b) Development will still be eligible if the relevant planning permission is varied, modified or replaced on or after the date of the Planning Permission in a manner which results in planning permission for substantially the same development in all material respects. In addition, if a development is being undertaken in phases, eligibility will be looked at on a phase by phase basis.
- (c) Similarly, eligibility of the development will not be affected if on or after the date of the Planning Permission:
- the relevant planning permission is extended by virtue of the substitution of a new time limit for commencement of development or
  - development has begun under the relevant planning permission and due to the proximity of the expiry date for submission of reserved matters for approval, a

new planning permission is granted for substantially the same development in all material respects.

### 3.4 *Benefits of the NIPS*

- (a) The Airport will pay to Eligible Persons the costs attributable to the additional noise insulation measures at residential dwellings or Public Buildings forming part of the Eligible Development on Eligible Land, which arise from the need for increased insulation against aircraft noise as a consequence of the permitted increase in aircraft movements. This payment will be calculated as set out below.
- (b) Payment under NIPS2 will not be made more than once in respect of the same part of an Eligible Development.

### 3.5 *Calculation of Payment under NIPS2*

- (a) The Airport will pay the difference between (a) the estimated reasonable cost (as at the date of the application by the Eligible Person) of supplying and fitting noise insulation to the standards specified below at residential dwellings and Public Buildings proposed on the Eligible Land within the Eligible Development and (b) the reasonable cost of supplying and fitting noise insulation at such dwellings and buildings to the level required by Building Control (disregarding any effects on those requirements of the Airport's Planning Permission), the conditions attached to the relevant planning permission or any relevant planning obligations<sup>1</sup>.
- (b) The following standards are to be achieved under NIPS2 (assuming that the external noise levels represent those that would result from the relevant CADP Noise Contour extending over the dwellings or Public Buildings forming part of the Eligible Development):
  - for residential dwellings within the CADP 57 dB Contour the installation of noise insulation should produce an average sound reduction of not less than 25 dB averaged over 100 to 3150 Hz in accordance with the procedure of British Standard Publication BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions to these publications);
  - for Public Buildings within the CADP 57 dB Contour the installation of noise insulation should achieve an internal noise level acceptable to the Council (whose approval of such internal noise level will be sought) having regard to guidance on internal noise levels in BS 8233:2014 "Guidance on sound insulation and noise reduction for Buildings" or Building Bulletin 93 "Acoustic Design of Schools" (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time);
  - for residential dwellings within the CADP 63dB Contour the installation of noise insulation should achieve to achieve an equivalent sound reduction index (100 to 3150 Hz) to a secondary glazing system comprising 4mm float glass with a minimum air gap between primary and secondary panes of 100mm or a high acoustic performance double glazed unit comprising 10mm glass/12mm cavity/6.8mm acoustic laminated glass, whichever is the lesser;
  - for residential dwellings within the CADP 66 dB Contour the installation of noise insulation should achieve an equivalent mean sound reduction index (100 to

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<sup>1</sup> The definition of Eligible Development contemplates that the relevant planning permission could be a varied modified or replacement planning permission granted on or after the date of the planning permission for CADP for substantially the same development as a planning permission granted before that date. Where this is the case if the two permissions are compared and there is a more onerous requirement for noise insulation in a planning condition or a planning obligation associated with the later permission and the reason for that more onerous requirement is the planning permission granted for CADP then it will be disregarded.

3150 Hz) to a secondary glazing system comprising 4mm float glass with a minimum air gap between primary and secondary panes of 100mm or a high acoustic performance double glazed unit comprising 10mm glass/12mm cavity/6.8mm acoustic laminated glass, whichever is the lesser;

- for Public Buildings within the CADP 66 dB Contour the installation of noise insulation should achieve an internal noise level acceptable to the Council (whose approval of such internal noise level will be sought) having regard to guidance on internal noise levels in BS 8233:2014 "Guidance on sound insulation and noise reduction for Buildings" or Building Bulletin 93 "Acoustic Design of Schools" (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time).
- (c) The amount of the payment will be dependent upon the number of residential dwellings and Public Buildings on Eligible Land and forming part of an Eligible Development which are affected. The Eligible Person's estimate of the relevant noise insulation costs will be reviewed by the Airport's noise consultants who will produce their own estimate. Those costs will then be agreed between the Airport and Eligible Persons wherever possible but in the absence of agreement the costs (including the extent of the increased noise insulation required and its specification), will be determined in accordance with the dispute resolution process described below.

### 3.6 *Timing of payment under NIPS2*

- (a) The timing of payments under NIPS2 will be agreed wherever possible by reference to the proposed construction programme or phasing of the Eligible Development. For the first phase of Eligible Development payment will be made within 60 days of receipt of the architect's first Interim Certificate confirming that the construction of buildings in that phase has commenced. For each subsequent phase, unless otherwise agreed, payment will be made within 60 days of receipt by the Airport of the architect's certificate confirming practical completion of the immediately preceding phase including completion of the relevant noise insulation measures.
- (b) Any dispute regarding timing of payments would be determined in accordance with the dispute resolution process (below). However, the principle of payment by instalments linked to progress in construction and installation of noise mitigation measures cannot be questioned. The Airport will pay interest at the Bank of England base rate on any sum which is not paid on the due date for payment.

### 3.7 *Procedure under NIPS2*

- (a) An application under NIPS2 must be made by the delivery to the Director of Legal Affairs of London City Airport Limited at City Aviation House, Royal Docks, London E16 9PX (or email: [notices@lcy.co.uk](mailto:notices@lcy.co.uk)) of a written request for assistance under NIPS2, which is accompanied by the following minimum information (which can be provided in electronic form):
- Name of the applicant
  - Nature of the interest held by the applicant
  - Address of the site in which the interest is held
  - A plan showing the extent of the interest in the relevant site
  - A copy of the planning permission and any related S106 agreement for the Eligible Development, together with copies of all drawings approved by the local planning authority and any noise impact assessment or sound insulation assessment (whether or not undertaken as part of an environmental statement), which formed part of the relevant planning application.

- A copy of any sound insulation scheme or design detail which has been developed as a consequence of the planning permission or any related S106 agreement in order to mitigate environmental noise.
  - Confirmation of the stage which the Eligible Development has reached, together with any draft or adopted construction programme for the Eligible Development.
  - Plans passed for the purposes of Building Control which show the insulating properties of the proposed building(s).
  - The applicant's estimate of the reasonable incremental costs of supplying and fitting increased noise insulation which will be payable under NIPS2 (together with any supporting documents).
- (b) An application in respect of any phase of Eligible Development must be made before construction of that phase begins unless otherwise agreed by the Airport.
- (c) On receipt of the application the Airport will adhere to the following procedures and timescales unless it is prevented from doing so by matters outside its control:
- Within one month of receipt of the application the Airport will notify the applicant whether or not the Airport considers that the applicant is an Eligible Person under NIPS2 and if so whether there is any further information that the Airport reasonably requires.
  - If there is a dispute regarding eligibility this will be resolved in accordance with the dispute resolution process indicated below and the determination of eligibility through that dispute resolution process will prevail.
  - If the applicant is an Eligible Person, the Airport and the Airport's noise consultants will meet with the Eligible Person and its consultants within six weeks of either notification by the Airport that the applicant is an Eligible Person or receipt from the applicant of any further information reasonably requested at the time of notification (whichever is later). The purpose of that meeting will be to discuss and understand the Eligible Development, its design and specification and the timing of its construction.
  - Within six weeks of the meeting between the Eligible Person and the Airport, the Airport and its noise consultants will review the application and all supporting information and will notify the Eligible Person in writing of the amount of the payment that the Airport proposes to make under NIPS2 and how it is calculated, together with proposals for the timing of the payments.
  - Within six weeks of the Airport's notification of payment, the Airport and its noise consultants will meet with the Eligible Person and its consultants in order to discuss the amount of payment, agree the amount to be paid and agree on the timing of the payments. Any disputes are to be dealt with in accordance with the process outlined below.
  - Within four weeks of agreement or determination concerning the aggregate payment and the timing of individual payments under NIPS2 in respect of an Eligible Development the Airport will make a final written offer to the Eligible Person based on the agreed or determined payments and their timing and subject also to the following conditions:
    - (i) The offer will be open for acceptance until the expiry of two months following the date of its receipt by the Eligible Person; and

- (ii) Any payments specified in the offer will only be made to Eligible Person(s) (in respect of the Eligible Development which is the subject of the offer); and
- (iii) Within two months of practical completion of each phase of the Eligible Development the Applicant must provide evidence that the noise insulation measures have been installed in that phase and achieve the required performance by the provision of independently certified evidence that all incorporated components comply with the specified performance requirements as set out in the Architect's specification, the Employer's Requirements and within NIPS2.

### 3.8 *Publicity*

Once NIPS2 has been approved by the Council, it will become operational within three months. Within that three month period, the Airport will notify potentially Eligible Persons insofar as it is able to identify them through Land Registry searches. Otherwise, the existence of NIPS2 (once adopted) will be publicised by its inclusion in the Annual Performance Report which the Airport is obliged to publish each year under the Section 106 Agreement, by publication on the Airport's website and through reporting to the Consultative Committee.

### 3.9 *Scheme Close*

Applications may not be made and will not be accepted by the Airport after the tenth anniversary of the date on which NIPS2 becomes operational.

### 3.10 *Determination of disputes*

- (a) In the event of a dispute under the NIPS the matter in dispute will on the application of either the Airport or the applicant be referred to a person acting as independent expert (the "Expert") being a person with not less than 10 years' recent and relevant experience of the matter in dispute whose identity will be agreed between the Airport and the claimant or in the absence of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.
- (b) The resolution of the dispute will be on the following terms:
  - (i) the determination will be final and binding on the parties except where the Expert has made a manifest error;
  - (ii) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs; and
  - (iii) the Expert's costs will be borne in such proportions as he or she may direct failing which each party will bear its own costs of the reference and determination and one half each of the Expert's costs





## 69 dB Purchase Scheme





## Introduction



Under a planning agreement with Newham Council, London City Airport is required to bring forward a purchase scheme for residential dwellings exposed to very high levels of noise from the Airport - this is defined as an average noise level of 69 decibels, measured over a 16 hour period on an average summer day. Under the scheme, if you own or occupy a property like this, then subject to certain conditions, you can ask the Airport to purchase your property at a price that reflects its market value.

### Are you Eligible?

You will be able to benefit from the Purchase Scheme if both at the time you apply to us under the Purchase Scheme and when you accept any offer that the Airport makes to purchase your dwelling you can demonstrate the following:

- 1 any part of the external elevation of your dwelling falls within the area bounded by the Actual 69 dB Contour published in the Airport's Annual Performance Report; and
- 2 you have a "qualifying interest"; and
- 3 you have a "qualifying period of occupation"; and
- 4 you are providing us with an undertaking to give the Airport vacant possession of your dwelling.

**What do we mean by a "Qualifying Interest"?**

This means that you must be:

- an owner/occupier of a residential dwelling; or
- an owner of a residential dwelling that is being rented out (provided that you own no more than five properties in total within the Actual 69 dB Contour); or
- a long term leaseholder of a residential dwelling with at least three years left on your lease.

**What do we mean by a "qualifying period of occupation"?**

This means that:

- if your dwelling is occupied you need either to have been living there for at least six months or to have been renting it out as a landlord for at least six consecutive months; or
- if your dwelling is currently empty, it must have been empty for less than 12 months and you need to have lived in the dwelling (or rented it out as landlord) for at least six consecutive months immediately before it became empty.

**How will you find out if your property could be eligible?**

The Airport is required to produce an Annual Performance Report on 1 July each year. In that report we will identify any dwelling that is situated within the Actual 69dB Contour for the purposes of the Purchase Scheme.

Within six months of the Annual Performance Report each year the Airport will write to those owners and occupiers of the dwellings which are situated within the Actual 69dB Contour which it is able to identify. The Airport will describe the Purchase Scheme and will invite applications from the owners and occupiers under the Purchase Scheme.

**What do you get under the Purchase Scheme if you are eligible?**

If you are eligible under the Purchase Scheme you can apply to the Airport asking it to purchase your interest in your dwelling at market value. The Airport will normally make an offer to purchase your interest within six months of receiving the application. The Airport may take longer to make an offer but only in circumstances where this is agreed by the Council or where you have not allowed the Airport to gain access to your dwelling to value it.

Any offer from the Airport will remain open for acceptance for a period of at least six months from the date of the offer. The offer will be personal to you and will not be transferable with your interest in the dwelling. If you own the freehold or long leasehold interest in your dwelling the offer will also include:

- a contribution towards your moving costs of 1% of the market value of your dwelling; and
- payment of the stamp duty that you have to pay on your next purchase up to a maximum of 5% of the market value of your dwelling.

If you are a tenant the offer will include a contribution towards moving costs equivalent to two months' of the market rent that is or would be payable on your dwelling.





### **How will we value your property?**

Before making an offer under the Purchase Scheme the Airport will obtain a valuation of the market value of your interest in your dwelling as at the time of valuation by appointing a RICS (Royal Institution of Chartered Surveyors) qualified valuer who will visit your dwelling at the Airport's cost in order to assess value. If the valuer requires a survey to be undertaken before arriving at a valuation then the Airport will also pay the costs of that survey. The valuer will send the Airport the valuation and the Airport will send a copy to you when it makes an offer to purchase your interest.

### **What if you want to accept the offer but are not sure about the price?**

You may, if you wish, accept the Airport's offer to purchase your dwelling on the condition that an independent valuation is undertaken before exchange of contracts. If that is made, the Airport will pay the cost of asking an independent body such as the District Valuation Office (or failing that an independent surveyor appointed by the President for the time being of RICS) to carry out the valuation; they will be required to repeat the valuation based on the same instructions given to the original valuer adopting the date of the Airport surveyor's valuation as the valuation date. This independent valuation will then prevail.



**What happens if you accept the Airport's offer to purchase your property?**

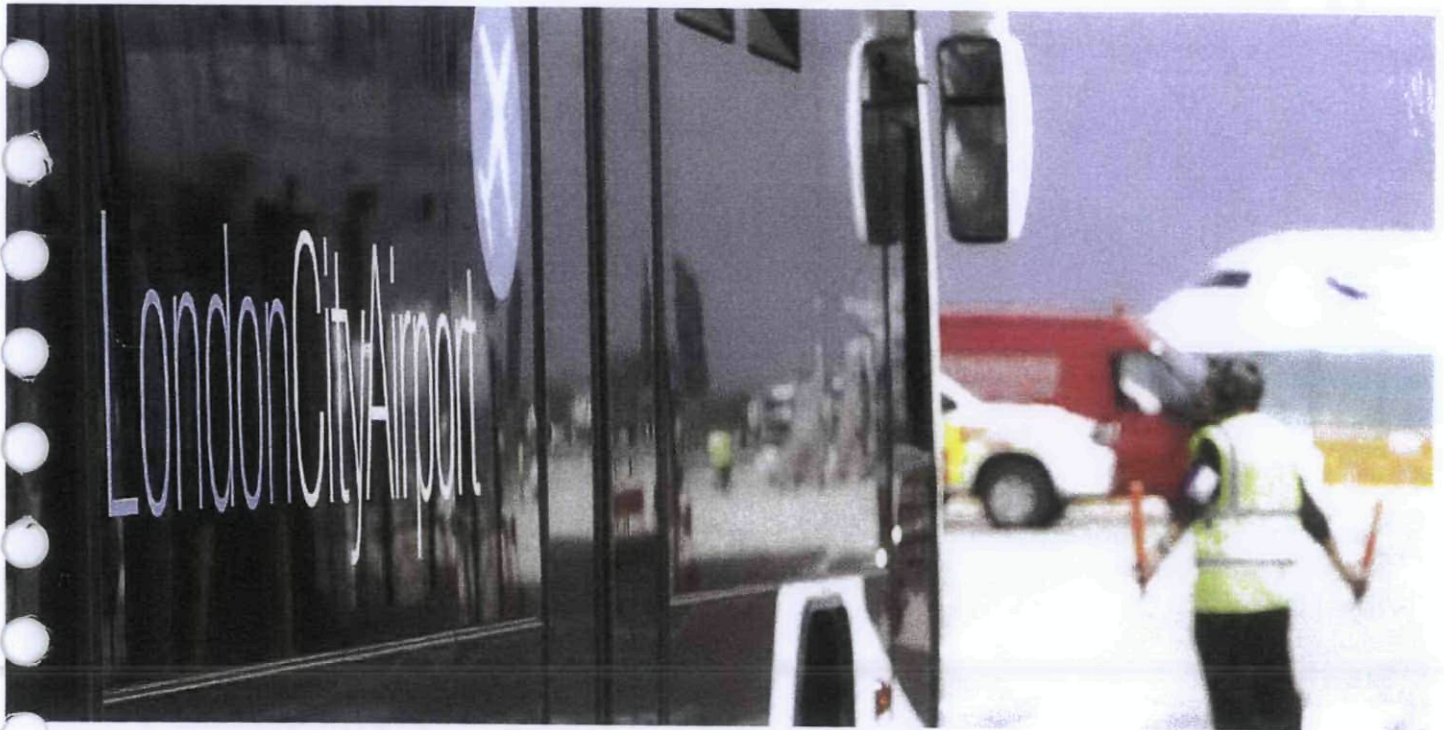
If you accept the Airport's offer unconditionally or if you have conditionally accepted and the independent valuation described above has been undertaken, the Airport will use reasonable endeavours to complete the purchase within three months of receipt of the unconditional acceptance of the Airport's offer or (if you only conditionally accept the Airport's offer) within three months of the date of the independent valuation.

**Be careful not to lose the benefits of the Purchase Scheme**

If you accept the Airport's offer to purchase your interest (conditionally or unconditionally) and you refuse to exchange contracts and complete the sale of your interest to the Airport your dwelling will cease to benefit from the Purchase Scheme for a period of five years from the date of your refusal.

The Airport will make an exception to this if the reason why you are not able to exchange contracts or complete the sale of your interest to the Airport is that you are unable to exchange contracts or complete the purchase of your new home. If that happens the Airport will allow you a further year (from the date that you initially refused) to complete the sale of your dwelling to the Airport. If after a further year you are still unable to exchange contracts and/or complete the sale of your dwelling to the Airport your dwelling will cease to benefit from the Purchase Scheme for the period of five years.

<sup>1</sup> (as defined in the Royal Institution of Chartered Surveyors Red Book of Valuation Standards)



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# **ANNEXURE 6**

## **Reinspection Scheme**

### **Scope of Works**

- 1 If following an inspection of an eligible dwelling or eligible Public Building it is established that the works undertaken there pursuant to the Past Noise Insulation Works or the CADP Noise Insulation Schemes (as the case may be) have not been altered since they were completed and that the works do not satisfy the acoustic standard for the works prevailing at the time that they were installed the Airport Companies will offer such further works as may be necessary to ensure that the acoustic standard is achieved.

### **Procedure**

- 2 The Airport Companies will offer the Reinspection Scheme to an eligible dwelling or Public Building in accordance with the following procedures:
  - (a) within two months of the date of publication of an Annual Performance Report which confirms for the first time that the relevant dwelling or Public Building is eligible for the Reinspection Scheme request access to the dwelling or building from the owner and (if different) the occupier to undertake an inspection of the dwelling or building;
  - (b) Unless otherwise agreed with the Council within 12 months of receiving permission to gain access the Airport Companies shall undertake an inspection of the glazing elements, mechanical ventilation and modifications to external doors in the dwelling or building which formed part of the Past Noise Insulation Works or the works under the CADP Noise Insulation Schemes (as the case may be).
  - (c) Within three months of the inspection seek permission from the owner and (if different) the occupier to undertake the necessary scope of works.
  - (d) Undertake the necessary works within six months of receiving permission from the owner and (if different) the occupier.
- 3 If any of the further works required under the Reinspection Scheme are required to any dwelling or Public Building which is or forms part of a listed building:
  - (a) the Airport Companies will (unless otherwise agreed with the Council):
    - (i) within three months of the inspection of the dwelling or building in accordance with the above procedure submit to the Council for written approval sufficient information to identify the listed building together with a schedule of any works which in the Airport Companies' opinion should be undertaken to the dwelling or



building as part of the Reinspection Scheme having regard to the listing particulars of that building and subject to listed building consent (if required);

- (ii) before seeking permission from the owner and (if different) the occupier to undertake any works but not later than three months following receipt of the Council's written approval of the schedule of works apply for listed building consent (if required) for any works described in the approved schedule of works;
- (iii) within three months of the date of receipt of written approval of the schedule of works from the Council or the date of receipt of listed building consent for such works if required (whichever is later), the Airport Companies will seek permission from the owner and (if different) the occupier of the relevant dwelling or building to undertake the approved works.

- (b) in the event that listed building consent is not obtained for the works specified in the approved schedule of works, either through an application or appeal procedure, the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in the approved Revised Schedule within six months of refusal of listed building consent (or such longer period as may be agreed by the Council);
- (c) in the event that listed building consent is not granted for the works in the approved Revised Schedule the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the listed building having regard to its use (and paragraphs 3(a)(ii) and (iii) will apply to those alternative measures as if they were a schedule of works approved by the Council;
- (d) the Airport Companies will undertake the approved works or the approved alternative measures at the relevant dwelling or public building within six months of the date of receipt of permission from the owner and (if different) the occupier.

4 If any dwellings or Public Buildings owned by or otherwise in the control of the Council become eligible under the Reinspection Scheme:

- (a) the Airport Companies will agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the relevant works;
- (b) if it is agreed that the Airport Companies will undertake the works then:
  - (i) within 3 months of that agreement (unless otherwise agreed with the Council) the Airport Companies will in place of the requirement to seek permission from individual owners and occupiers seek permission from the Council (or any manager of the dwellings or Public Buildings acting on behalf of the Council) to carry out the works;

- (ii) provided that the Council (or the manager acting on its behalf) has secured all necessary consents from other owners or occupiers of the relevant dwellings or Public Buildings, the Airport Companies will (unless otherwise agreed with the Council) carry out the necessary works to the dwellings or buildings within six months of the date of receipt of the permission from the Council or the relevant manager acting on the Council's behalf.
- 5 In relation to any eligible dwelling or eligible Public Building the Airport Companies will be deemed to be fully discharged from their obligations to undertake inspection and any works under the Reinspection Scheme in the event that:
  - (a) the inspection and (if required) the relevant works have been completed satisfactorily;
  - (b) the Airport Companies have sought consent to gain access for inspection from the owner and (if different) the occupier on at least two occasions and no such consent has been given (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT the second occasion on which the Airport Companies seek consent is at least three months after the first occasion and on the second occasion the owner and (if different) the occupier are notified in writing that this represents the final opportunity to give consent and benefit from the Reinspection Scheme;
  - (c) the Airport Companies have sought consent to gain access and to carry out the necessary works at the dwelling or building from the owner and (if different) the occupier on at least two occasions and no such consent has been given (either because it has been refused or the owner or (if different) the occupier has failed to answer) Provided That the second occasion on which the Airport Companies seek consent is at least three months after the first occasion and on the second occasion the owner and (if different) the occupier are notified in writing that this represents the final opportunity to give consent and benefit from the Reinspection Scheme;
  - (d) the Airport Companies have notified the Council in writing of these events.
- 6 The Airport Companies shall keep records of the Reinspection Scheme in relation to each year of eligibility for a period of five years, and upon request by the Council, produce copies of such records to the Council to assist the Council in verifying the effective operation of the Reinspection Scheme.

# **ANNEXURE 7**

## **Second Tier Noise Insulation Scheme**

### **1. Purpose of the Scheme**

1.1. This scheme provides sound insulation and sound mitigation measures for Eligible Properties within the Actual 66 dB Contour and includes the following:

- (a) Secondary glazing or funding of up to 100% of the cost of High Performance Acoustic Double-Glazing; and
- (b) provision for alternative measures or works of similar or equivalent cost to be agreed with the Council where implementation of the measures provided for in this Scheme would not be practicable or would be detrimental to amenity.

### **2. Eligible Properties**

2.1. A Residential Dwelling or a Public Building shall be an "Eligible Property" for this Scheme if it fulfils one of the criteria in sub-paragraph (a) and all of criteria (i) to (iii) in sub-paragraph (b) below:

#### **(a) Age and location of property**

- (i) it is within the 2009 66 dB Contour and was existing on 9 July 2009 or was constructed subsequently pursuant to planning permission granted before 9 July 2009; or
- (ii) it is outside the 2009 66 dB Contour but within the CADP 66 dB Contour and was existing on the date of this Agreement or has been constructed



subsequently pursuant to planning permission granted before the date of this Agreement.

- (iii) It is outside the CADP 66dB Contour

**(b) Noise exposure**

- (i) it is:
  - (A) within the Actual 66 dB Contour; or
  - (B) within the Predicted Reduced 66dB Contour; or
  - (C) within the Predicted 66 dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 66 dB Contour or the Predicted Reduced 66 dB Contour; and
- (ii) it has not already benefited from this Scheme or (as part of the Past Noise Insulation Works) the Second Tier Works or Public Buildings Second Tier Works forming; and
- (iii) it does not form part of a development which has been the subject of equivalent payment pursuant to NIPS 1 or NIPS 2.

- and for the avoidance of doubt if the Residential Dwelling or Public Building has benefitted from the First Tier Scheme and/or the Intermediate Tier Scheme under this Agreement (and/or the First Tier Works under the 2009 Agreement) it may still be eligible for this Second Tier Scheme

### **3. Annual Performance Report**

- 3.1. With effect from the Commencement of Development the Annual Performance Report shall specify the geographic area within which the properties which are eligible for this Scheme are situated.

### **4. Scope of works**

- 4.1. The scope of works offered to an Eligible Property under this Scheme will be as follows:
- (a) in a Residential Dwelling only the “Habitable Rooms” may benefit from the sound insulation works offered pursuant to this Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m<sup>2</sup> if the living room is less than 14 m<sup>2</sup> or a kitchen in excess of 11 m<sup>2</sup> where the living room is 14 m<sup>2</sup> or more;
  - (b) all elevations within either a Residential Dwelling and/or a Public Building can benefit from the sound insulation works available under this Scheme;
  - (c) for an existing single-glazed or thermal double-glazed window either:
    - (i) Secondary Glazing (where feasible); or
    - (ii) High Acoustic Performance Double Glazing (at the election of the owner/occupier of the Eligible Property); and
    - (iii) Sound-Attenuating Vents
- Provided That the eligibility of the Eligible Property for this Scheme was confirmed in the Annual Performance Report immediately preceding Commencement of Development (or later) and noise insulation works have not commenced at the

Eligible Property. Where eligibility of the Eligible Property for this Scheme was confirmed earlier or noise insulation works began at the Eligible Property prior to Commencement of Development the scope of the works will be:

(iv) (where practicable) secondary glazing and sound attenuating ventilators; or

(v) a contribution (up to a limit of 25% above the cost of installing secondary glazing and sound attenuating ventilators) towards the cost of installing high acoustic performance double glazing and sound attenuating ventilators (payable within 30 days of satisfactory installation)

(d) where an existing Secondary Glazed window within an Habitable Room with a primary single glazed window is found to be in satisfactory order the scope of the works shall be either:

(i) alterations to the existing secondary glazed window to achieve an equivalent sound reduction index (100 to 3150 Hz) to the secondary glazing specification described in paragraph 5.1 below determined using BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications); or

(ii) High Acoustic Performance Double Glazing (at the election of the owner/occupier of the Eligible Property); and

(iii) Sound Attenuating Ventilators.

- Provided That the eligibility of the Eligible Property for this Scheme was confirmed in the Annual Performance Report immediately preceding Commencement of Development (or later) and noise insulation works have not commenced at the Eligible Property. Where eligibility of the Eligible Property for this Scheme was confirmed earlier or noise insulation works began at the Eligible Property prior to Commencement of Development the scope of the works will be:



(iv) Sound attenuating ventilators and

(v) Alterations to the existing secondary glazed window to achieve an equivalent sound reduction index (100 to 3150 Hz) to the secondary glazing specification described in paragraph 5.1 below determined using BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications).

(e) In the case of an Eligible Property :

- (i) with existing High Acoustic Performance Double-Glazing; or
- (ii) which is required by legislation or by a condition imposed on any planning permission for its construction to have noise insulation that achieves or exceeds the acoustic standard achieved by this Scheme;

the scope of works will be limited to sound-attenuating vents only.

## **5. Specification for Secondary Glazing**

5.1. Where Secondary Glazing is to be installed it will comply with the following specification:

- (a) the type of secondary glazing units fitted shall relate to the form of the primary windows. The design of secondary units shall facilitate cleaning of both surfaces of the primary windows from within the treated room. Secondary units shall be either a side-hung casement type, or horizontally or vertically sliding units. Costings and/or quotations shall be accompanied by full details of the systems offered;
- (b) The secondary system shall generally comprise 4mm float glass within white polyester powder-coated aluminium frames. 6mm float glass and toughened glass shall be used where required by B.S. 6206 for safety reasons. Anodic oxidation shall comply with British Standard 1615;

- (c) the minimum air gap between primary and secondary panes will be 100mm, where this can be accommodated within existing reveals. Where the reveal depth is insufficient to achieve an air gap of 100mm, secondary glazing shall be fitted flush with the inner face of existing walls subject to a minimum of 75mm being achieved. Where a minimum air gap of 75mm cannot be achieved within existing reveals and with the secondary glazing fitted flush with the inner face of existing walls boxing out of the reveals will be necessary. In these cases the reveals shall be boxed out to achieve a minimum reveal depth of 75mm. In addition, in all cases where a minimum gap of 100mm cannot be achieved the glass thickness of the secondary pane shall be increased to 6mm;
- (d) the top and side reveals between primary and secondary windows are to be lined with an approved sound absorbent material treated with a suitable fungicide;
- (e) the secondary glazing system is to be mounted on a timber frame with painted finish (white gloss paint unless the owner provides alternative paint). Any gaps between sub-frame and reveal shall be sealed with an approved resilient sealant;
- (f) where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer;
- (g) free hanging white venetian blinds with tilt mechanism (or similar) will be supplied and fitted between primary and secondary windows unless otherwise agreed with the owner/occupier of the Eligible Property.

**6. Specification for High Acoustic Performance Double Glazing**

6.1. Where High Acoustic Performance Double Glazing is to be installed it will comply with the following specification:

- (a) the high acoustic performance double glazed unit shall generally comprise 10mm glass /12mm cavity/6.8mm acoustic laminated glass (or similar glass as approved by the Council) within a UPVC or aluminium frame (in the case of aluminium the colour will be variable according to the Eligible Property being treated);
- (b) toughened glass shall be used where required for safety reasons;
- (c) the high acoustic performance double glazed unit shall be designed to comply with relevant thermal efficiency requirements of the Building Regulations (Approved Document L);
- (d) where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.

## **7. Further Specifications for Residential Dwellings**

7.1. The following will apply to all Residential Dwellings:

- (a) where Habitable Rooms have external doors, they will be fitted with weatherstrip seals to the thresholds, jambs and heads in order to achieve an acoustic standard which is as far as practicable, compatible with high performance double glazing or secondary glazing fitted under this Scheme;
- (b) opening fanlights over doors shall be sealed and fixed in a closed position;
- (c) glazed doors and fanlights shall not be fitted with secondary glazing where the sealing measures meet the acoustic standard specified in paragraph 4.1(d) above;
- (d) fully glazed or patio doors or French windows will be treated as windows for the



purposes of the scope of works;

**8. Acoustic Vents for Residential Dwellings**

**8.1.** Acoustic ventilation shall (unless otherwise agreed with the Council) be offered within each Habitable Room and shall comprise either two permanent sound attenuating vents or one combined mechanical and permanent sound attenuating vent or one mechanical sound attenuating vent and one permanent sound attenuating vent.

**8.2.** Where vents are installed in a Residential Dwelling:

- (a) the requirements of the Noise Insulation Regulations 1975 (as amended) regarding additional permanent sound attenuating vents for adequate ventilation for combustion appliances shall apply (unless otherwise agreed with the Council);
- (b) existing air bricks within Habitable Rooms shall be blocked up (but flues and direct inlet ducts to combustion appliances shall not be blocked) or replaced by permanent sound attenuating vents as required;
- (c) the permanent and the combined mechanical and permanent vents shall (unless otherwise agreed with the Council) satisfy the specification requirements of the Noise Insulation Regulations 1975 (as amended) regarding their construction, installation, effective area, self-generated noise levels and sound attenuating performance;
- (d) the mechanical sound attenuating vent shall comprise a Siegenia-Aubi Aeropac SN Acoustic Ventilator or such other vent as may be agreed with the Council;
- (e) the Airport Companies shall be responsible for ensuring that all Residential Dwellings meet the ventilation requirements of the current Building and Gas Regulations on completion of the Second Tier Scheme works. All additional ventilation shall be sound attenuated as provided in sub-paragraphs 8.2(a) to (d) above. However, any requirements for additional ventilation in the future arising from changes to the Residential Dwelling including its gas appliances or legislation shall be the responsibility

of the Residential Dwelling owner.

**9. Loft Insulation for Residential Dwellings**

9.1. An offer to install loft insulation in a Residential Dwelling will be made in the following circumstances:

- (a) where no loft insulation is present the Airport Companies will offer to install 250mm thick thermal grade mineral wool insulation in the loft; and
- (b) where existing loft insulation is found to be unsatisfactory in which case the Airport Companies will offer to add further layers of insulation to increase the total thickness of insulation in the loft to 250mm.

**10. Public Buildings - Scope of Works**

10.1. The scope of insulation works offered to a Public Building under this Scheme will be subject to the following additional provisions:

- (a) the Airport Companies will seek permission to gain access to the Public Building to undertake an inspection and survey of the building;
- (b) within three months of the inspection the Airport Companies shall submit to the Council for its approval in writing the survey report for the building which shall include the following:
  - i. information on the existing and future aircraft noise levels;
  - ii. the acoustic performance of the existing building envelope;
  - iii. information on legislation and planning conditions relevant to the sound insulation of the building envelope; and

- iv. any significant defects relating to the sound insulation performance of the building envelope;
- (c) the survey report will also identify the works (if any) which can reasonably be carried out to the Public Building to improve the sound insulation performance having regard to guidance on internal noise levels in BS 8233:2014 "Guidance on sound insulation and noise reduction for buildings" or Building Bulletin 93 "Acoustic Design of Schools" (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time). Any works must be designed to ensure that existing arrangements for ventilation are either maintained or improved in a manner that is reasonably consistent with the designed use of the Public Building.
- (d) the survey report shall be resubmitted to the Council for approval if the Council (acting reasonably) require changes to the works identified in the report;
- (e) the works set out in the approved survey report shall constitute the agreed scope of works for the relevant Public Building.

## **11. Listed Buildings -Scope of Works**

- 11.1. Where an Eligible Property is a listed building, namely it is included in a list compiled or approved by the Secretary of State under section 1 Planning (Listed Buildings and Conservation Areas) Act 1990, the scope of works will be dependent on the results of a survey of the listed building;
- 11.2. The Airport Companies will seek permission to gain access to undertake an inspection of the listed building to assess its suitability for works under this Scheme;
- 11.3. Within three months of the inspection the Airport Companies will submit to the Council for written approval a survey report which will include the following:
  - (a) information identifying the relevant listed building; and
  - (b) a schedule of the works which in the Airport Companies' opinion should be undertaken



(subject to obtaining listed building consent) as part of this Scheme having regard to the listing particulars of the listed building and the objective of achieving the relevant acoustic standard.

- 11.4. The survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report.
- 11.5. Within three months of the receipt of the Council's written approval of the survey report the Airport Companies will apply for listed building consent (if required) for any works included in the approved report.
- 11.6. In the event that listed building consent is not obtained for the works specified in the approved report the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in any approved Revised Schedule within six months of the refusal of listed building consent (or such longer period as may be agreed by the Council).
- 11.7. If listed building consent is not granted for the works specified in the Revised Schedule either through an application or the appeal procedure the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the relevant listed building having regard to its use.

## **12. Insulation Works Not possible**

- 12.1. If it is agreed by the Council that the undertaking of works under this Scheme in the case of any given Eligible Property is:
  - (a) not reasonably practicable; or
  - (b) would be significantly detrimental to residential amenity; or
  - (c) would increase the noise exposure for occupiers of the relevant Eligible Property; or

(d) would damage the integral structure of the building; and

(e) that no works should therefore be undertaken at the relevant Eligible Property;

the Airport Companies shall have no further obligation under this Scheme in relation to that Eligible Property PROVIDED THAT as part of that agreement the Council and the Airport Companies shall agree alternative measures that (subject to the agreement of the owner and (if different) the occupier of the relevant Eligible Property) shall be undertaken by the Airport Companies of similar or equivalent value to the cost of works which would otherwise be necessary at the relevant Eligible Property.

**13. Procedure for Installing Sound Insulation at Residential Dwellings (see Figure 1)**

13.1. The Airport Companies will offer the owner and (if different) the occupier of each Eligible Residential Dwelling the opportunity to have the noise insulation works undertaken at the dwelling pursuant to this Scheme in accordance the procedures set out below.

13.2. Within 30 days of the publication of an Annual Performance Report which confirms for the first time that a dwelling is eligible for this Scheme the Airport Companies will notify the owner and (if different) the occupier of that dwelling of its eligibility.

13.3. Subject to paragraph 13.4 below, within six months of publication of the relevant Annual Performance Report the Airport Companies will seek permission from the owner and (if different) the occupier to carry out the works under this Scheme.

13.4. Unless otherwise agreed with the Council, if the Residential Dwelling is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:

(a) the date of receipt of written approval from the Council to the works contained in an approved survey report; or

(b) a Revised Schedule or to any alternative measures pursuant to paragraph 4 above; or

(c) the date of receipt of listed building consent (if required) for such works;

13.5. Subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible dwelling and subject to paragraphs 13.6 to 13.10 below, the Airport Companies shall carry out the required scope of works at the dwelling under this Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council).

13.6. Prior to undertaking the works under this Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the Eligible Residential Dwelling and in so doing the Airport Companies will identify the current window specification (secondary glazing/thermal double or single and opening type) and give written notice to the Council and the relevant owner and occupier of any significant defects to the primary and, if applicable, secondary glazing.

13.7. The Airport Companies will agree with the Council:

(a) which defects (if any) must be remedied to ensure that the works to be carried out under the Second Tier Scheme can be undertaken satisfactorily and to the required acoustic standard; and

(b) (subject to paragraph 13.8 below) how the costs of any such remedial work will be apportioned as between the owner/occupier and the Airport Companies and (if undertaken by the Airport Companies) the timeframe for the remedial work.

13.8. If an existing double glazed window within a Habitable Room of an Eligible Residential Dwelling is found to have defects as a result of reasonable use, the owner and/or occupier of the Residential Dwelling will be entitled (at the election of the owner/occupier of the Eligible Residential Property) to either:



- (a) remedial works to the existing double-glazed window and the provision of a secondary system and sound attenuating ventilators; or
- (b) installation of high acoustic performance double glazing and sound attenuating ventilators

–Provided That the eligibility of the Eligible Property for this Scheme was confirmed in the Annual Performance Report immediately preceding Commencement of Development (or later) and noise insulation works have not commenced at the Eligible Property. Where eligibility of the Eligible Property for this Scheme was confirmed earlier or noise insulation works began at the Eligible Property prior to Commencement of Development the scope of the works will be:

- i. remedial works to the existing double-glazed window and the provision of a secondary system and sound attenuating ventilators; or
- ii. a contribution towards the cost of installing high acoustic performance double glazing and sound attenuating ventilators (payable on satisfactory installation) equivalent to the cost of the remedial works referred to in sub-paragraph (i).

13.9. If remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant dwelling and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under this Scheme can be undertaken.

13.10. If remedial work is required the Airport Companies will undertake the works under this Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.

#### **14. Deemed Discharge of Obligations Owed to Residential Dwellings**

14.1. In relation to any eligible dwelling the Airport Companies will be deemed to have fully discharged their obligations under the Second Tier Scheme where any of the following circumstances apply:

- (a) no works are required under the Second Tier Scheme at the dwelling; or

- (b) all works or other measures required under the Second Tier Scheme at the dwelling have been undertaken satisfactorily; or
- (c) where there are existing defects in the dwelling and the owner and/or occupier of the dwelling is responsible for remedying them, the Airport Companies have notified the Council and the owner/occupier of the relevant dwelling of defects which must be remedied before the works under the Second Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
  - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Second Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under this Scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the dwelling under this Scheme and/or in the case of a listed building permission for inspection of the dwelling from the owner and (if different) the occupier of the dwelling on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
  - (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Second Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they have discharged their obligations under the Scheme.

- 14.2. Where the Airport Companies have discharged their obligations under paragraphs 14.1(c) and 14.1(d) above in respect of an Eligible Residential Dwelling they will nonetheless consider any future request from the owner/occupier of that Residential Dwelling to benefit from sound insulation works under this Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a dwelling which was eligible for the Second Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Second Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that dwelling to carry out the works under the Second Tier Scheme, in accordance with the procedure in section 13 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

**15. Procedure for Installing Sound Insulation at Public Buildings (see Figure 1)**

- 15.1. The Airport Companies will offer the owner and (if different) the occupier of each eligible Public Building the opportunity to have works undertaken at the Public Building pursuant to this Scheme in accordance with the procedures below.
- 15.2. Within 30 days of the publication of an Annual Performance Report which confirms for the first time that a Public Building is eligible for the Second Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of the Public Building of its eligibility and (subject to paragraph 15.4 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to undertake the inspection and survey of the building referred to at paragraph 10 above.
- 15.3. The Airport Companies will seek permission for carrying out works at the Public Building under this Scheme within six months of the date of receipt of written approval from the Council to the works contained in an approved survey report under paragraph 10 above.



**15.4. Unless otherwise agreed with the Council if the Public Building is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:**

**(a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule pursuant to paragraph 11 above; or**

**(b) the date of receipt of listed building consent (if required) for such works;**

**15.5. Subject to the grant of the requisite permission from the owner and (if different) the occupier of an Eligible Public Building and subject to paragraphs 15.6 to 15.8 below, the Airport Companies shall carry out the required scope of works at the Public Building under this Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council).**

**15.6. Prior to undertaking the works under the Second Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible Public Building and in so doing:**

**(a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;**

**(b) the Airport Companies and the Council will agree which defects (if any) must be remedied to ensure that the works to be carried out under this Scheme can be undertaken satisfactorily and to the required acoustic standard.**

- 15.7. If remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant Public Building and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under this Scheme can be undertaken.
- 15.8. If remedial work is required the Airport Companies will undertake the works under this Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.

**16. Deemed Discharge of Obligations Owed to Public Buildings**

- 16.1. In relation to any Eligible Public Building the Airport Companies will be deemed to have fully discharged their obligations under this Scheme where any of the following circumstances apply:
- (a) no works are required under the Second Tier Scheme at the Public Building; or
  - (b) all works or other measures required under the Second Tier Scheme at the Public Building have been undertaken satisfactorily; or
  - (c) (where there are existing defects in the Public Building) the Airport Companies have notified the Council and the owner/occupier of the relevant Public Building of the defects which must be remedied before the works under the Second Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
    - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
    - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Second Tier Scheme; and
    - (iii) at least three months have elapsed since the second occasion; and
    - (iv) the Airport Companies have notified the Council of these events; or

(d) the Airport Companies shall have sought permission to undertake works at the Public Building under the Second Tier Scheme and/or an inspection of the Public Building from the owner and (if different) the occupier of the building on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:

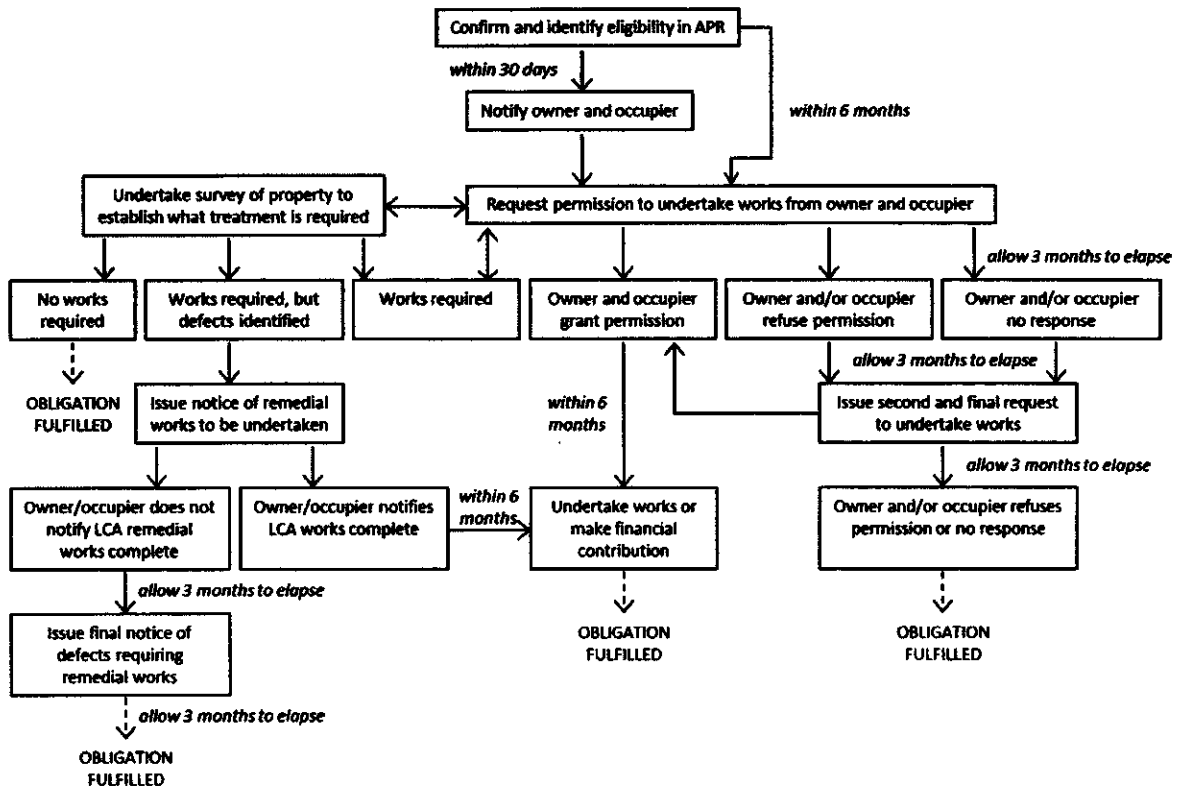
- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
- (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Second Tier Scheme; and
- (iii) at least three months have elapsed since the second occasion; and
- (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under this Scheme.

16.2. Where the Airport Companies have discharged their obligations under paragraphs 16.1(c) and (d) above in respect of an Eligible Public Building they will nonetheless consider any future request from the owner/occupier of that Public Building to benefit from sound insulation works under this Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a Public Building which was eligible for the Second Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Second Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that building to carry out the works under the Second Tier Scheme, in accordance with the procedure in section 15 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

17. **Figure 1**



The procedures described in the above paragraphs are illustrated in the step by step guide at Figure 1 below.



## 18. Council-Owned Properties

18.1. Where the Airport Companies are required to undertake works under the this Scheme to any Residential Dwelling or Public Building which is owned by or otherwise in the control of the Council:

- (a) the Airport Companies shall agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the works;

- (b) in the event that the Airport Companies are to undertake such works as set out above the date from which the time limit is calculated for seeking permission to carry out works pursuant this Scheme shall (unless the dwelling or the Public Building is a listed building) be the date of the agreement reached under paragraph 18.1(a) above (unless otherwise agreed with the Council).

# ANNEXURE 8

## LONDON CITY AIRPORT - VALUE COMPENSATION SCHEME

**Provision for compensation for loss of value of undeveloped sites which may be affected by the expansion of Public Safety Zones at London City Airport**

### **A. Introduction**

London City Airport is required to put into place a scheme to compensate for the loss of value that may be caused to undeveloped sites affected by the extension of the Public Safety Zones ("PSZs") (from the "base case" PSZs which existed on 9 July 2009) due to the increase in annual aircraft movements at the Airport to 120,000, which was granted planning permission by London Borough of Newham on 9 July 2009. This compensation scheme is known as the Value Compensation Scheme ("VCS").

### **B. Background**

1. Planning permission ("the Airport's Planning Permission") was granted on 9 July 2009 (reference 07/01510/VAR) by the London Borough of Newham for variation of conditions attached to previous planning permissions for the Airport to allow up to 120,000 total aircraft movements per year (with related modifications to other limits on aircraft movements).
2. The Airport's Planning Permission was subject to an agreement under Section 106 Town and Country Planning Act 1990 dated 9 July 2009 ("Section 106 Agreement"). Under the Section 106 Agreement the Airport is required to prepare and consult on a Value Compensation Scheme to compensate for value that may be lost at sites that are yet to be developed in the vicinity of the Airport and which could be affected by any expansion of the PSZs of the Airport, as a result of the Airport's Planning Permission. The VCS must then be approved by the Council and implemented. The operation of the approved VCS and adherence to the VCS is enforceable by the London Borough of Newham under the Section 106 Agreement.
3. PSZs around airports are reviewed periodically and also following a material change in circumstances such as (in this case) a permitted increase in aircraft movements.
4. The body responsible for implementing Department for Transport (DfT) policy on PSZs is the Civil Aviation Authority (CAA). Air travel is a low risk means of transport but as a precaution the CAA delineates PSZs at each end of a runway in order to control the number of people on the ground, in the vicinity of airports, who could be at risk of death or injury in the event of an aircraft accident on take-off or landing. The way this is achieved is to restrict new development within PSZs. The basic policy objective of the DfT (set out in DfT Circular 01/2010) is that there should be no increase in the number of people living working or congregating in PSZs and that, over time, the number should be reduced as circumstances allow. However, unimplemented planning permissions in PSZs do not need to be revoked or modified: paragraph 15, DfT Circular 01/2010.
5. PSZs are based on an objective assessment of the risk to an individual on the ground in the vicinity of an airport from an aircraft accident over the course of a year. They comprise an outer boundary which is the 1 in 100,000 risk contour and an inner zone, based on the 1 in 10,000 risk contour. Most existing developments within PSZs can remain there, but some types of new development are not permitted. To place the level of risk in context, the risk of fatality from all types of road accidents is about 1 in 16,800 each year and the risk of being killed accidentally in the home from all causes is about 1 in 13,000 per year. Further information on PSZs and the DfT's policy can be found in DfT Circular 01/2010, available on the DfT's website.
6. To understand the VCS it is important to appreciate the full extent of the PSZs which were current at the Airport at the time of the Airport's Planning Permission being granted (9 July 2009). These "**base case PSZs**" are shown on the attached plans 1 and 2.



7. Work undertaken during the course of the planning application indicated that there was a possibility that the base case PSZs could increase in extent as a result of planning permission being granted for additional aircraft movements and if that were to happen, the potential value of undeveloped sites in the vicinity of the Airport could be adversely affected. The purpose of the VCS, therefore, is to compensate for any adverse effect of this nature arising from the publication of the first revision of the base case PSZs which takes into account the Airport's Planning Permission granted on 9 July 2009.
8. On 15 March 2011 the CAA completed a comprehensive review of PSZs at London City Airport and published revised PSZs taking into account for the first time the implications of the Airport's Planning Permission for additional aircraft movements granted on 9 July 2009. These revised PSZs are shown on the attached plans 3 and 4. The areas of land over which the PSZs extend for the first time as a result of this revision (referred to in this document as the "Eligible Zone") is shown tinted pink on the attached plans 5 and 6.

### **C. The Value Compensation Scheme**

The Value Compensation Scheme (VCS) will operate as follows:

#### **1 Eligible Sites**

- 1.1 To be eligible for the VCS a site must have been undeveloped as at 9 July 2009 and must include land that is situated within the Eligible Zone. The boundaries of the site will then be determined by reference to the extent of adjoining land in the same freehold or leasehold interest under which the land in the Eligible Zone is held at the date of the Airport's Planning Permission. This means that assembly of land after 9 July 2009 will be disregarded for the purposes of identifying the Eligible Site. (The potential of that site to form part of a larger, assembled development site may however be relevant to the valuation process as described below.)
- 1.2 Sites which were undeveloped (and not part of a developed site) as at 9 July 2009 will be deemed to include:
  - Undeveloped sites without planning permission;
  - Undeveloped sites with the benefit of planning permission that remained unimplemented (as at 9 July 2009);
  - Sites with derelict or cleared buildings and structures (ie previously developed or "brownfield" land) without any lawful planning use;
  - Sites with only temporary use or temporary buildings which are required as a matter of law to cease or to be removed at the end of a temporary period.

This is an indicative list of sites and there may be instances where a site has more than one of these characteristics.

#### **2 Eligible Interests**

Any estate, right, or interest in an Eligible Site (as well as any charge over an Eligible Site), if in each case it existed on 9 July 2009, will be eligible for compensation under the VCS including:

- a freehold interest; and
- a leasehold interest.

#### **3 Eligible Claimants**

- 3.1 A claimant will only be considered for compensation under the VCS if:

- (a) on the date of publication of the revised PSZ he/she/it was the owner of an Eligible Interest in an Eligible Site and has either retained the Eligible Interest or in the event of the claimant having transferred that Eligible Interest, retained all rights to claim compensation under the VCS; or
  - (b) he/she/it is a person to whom an Eligible Interest in an Eligible Site has been transferred and to whom the entitlement to claim (under the preceding paragraph (a)) has been assigned.
- 3.2 A claimant must be able to demonstrate eligibility in accordance with these criteria at the date of claim under the VCS and the date of payment of any compensation by the Airport. In both cases, however, a claim will not be accepted if a claim under the VCS has already been made either by the same claimant or by any other claimant in respect of the same Eligible Interest and (a) the previous claim is still under consideration by the Airport or (b) compensation in relation to such claim has been accepted or paid or is the subject of an offer open to acceptance. A claim will also be rejected where it is made within two years of another claim by the same individual claimant and the previous claim resulted in compensation being offered by the Airport but not accepted by that claimant.
- 3.3 The overriding principle is that the Airport will only pay compensation once in relation to each Eligible Interest.
- 4 Scheme Start and Close**
- 4.1 Claims under the VCS cannot be made until the VCS is operational. This will be the later of 1 October 2012 and receipt of the Council's written approval of the VCS.
- 4.2 The VCS will close on the date that is the tenth anniversary of the date on which the VCS becomes operational: this is the deadline for receipt of any claims. Any claim received on or before this date will continue to be processed but if a claim is received by the Airport after this date, then neither the Airport nor its related companies will be obliged to consider the claim or to accept liability to pay compensation under that claim pursuant to the VCS.
- 5 Publicity**
- 5.1 The existence of the adopted VCS and its closing date will be publicised by its inclusion in the annual performance report which the Airport is obliged to publish every year under the Section 106 Agreement and (within three months of the start of the VCS) through written notification of the owners of Eligible Interests in Eligible Sites, insofar as the Airport is able to identify them through Land Registry searches.
- 5.2 The following will also be made available on the London City Airport official website after receipt of written approval of the VCS from the Council:
  - the Adopted VCS
  - the 'Base Case' PSZs existing as at 9 July 2009
  - the PSZs published on the 15 March 2011 by the CAA which take into account the Airport's Planning Permission granted on 9 July 2009 (the 'Revised PSZs').
- 6 Procedure**
- 6.1 The claim will be made under the VCS by the delivery to the Legal Affairs Manager of London City Airport Limited at City Aviation House, Royal Docks, London E16 9PX (email: [notices@lcy.co.uk](mailto:notices@lcy.co.uk)) of a written request for compensation which includes the following minimum information requirements:
  - Name of claimant;
  - Nature of interest held;

- When the interest was acquired;
- If the interest was acquired after publication of the revised PSZs, evidence of assignment of the entitlement to claim under the VCS in accordance with the above requirements
- Address of the site in which the interest is held;
- Plan showing the extent of the interest in the relevant site;
- Details of the estimated loss of value of the claimant's interest as a result of the revision of the PSZs at the Airport due to the Airport's Planning Permission granted on 9 July 2009 i.e. the amount which the claimant considers it should be entitled to under the VCS because its land is now within the Eligible Zone.

6.2 From receipt of the claim the Airport will adhere to the following procedures and timescales (unless it is prevented from doing so by matters outside its control):

- within three months of receipt of the claim the Airport will notify the claimant whether or not the Airport considers the claimant, its interest and the site to be eligible for the VCS;
- if there is a dispute regarding eligibility, a period of six weeks will be allowed from the date of that dispute for the Airport and the claimant to reach agreement and failing that, the dispute will be resolved in accordance with the dispute resolution process indicated below and the determination of eligibility through that dispute resolution process will prevail;
- if the claimant, its interest and the relevant site are eligible under the VCS, the Airport will procure that a valuation of the relevant interest is undertaken within three months of notifying the claimant of his/her/its eligibility or eligibility being determined through the dispute resolution process. This valuation will be undertaken by an RICS (Royal Institution of Chartered Surveyors) qualified valuer, who will be jointly appointed by the Airport and the claimant and will, at the Airport's cost, visit the site to undertake the valuation described below and take into account the information submitted with the claim. If the valuer requires a survey to be undertaken before arriving at a valuation, then the Airport will pay the costs of that survey as well. The valuer will be instructed to deliver a final valuation report within six weeks of appointment. Any dispute regarding the choice of the valuer shall be resolved by an application by the Airport (at the Airport's cost) to the President for the time being of the Royal Institution of Chartered Surveyors for the President to identify an independent surveyor whom the Airport and the claimant shall jointly instruct.
- Within 30 days of receiving the final valuation report, the Airport will send a copy to the claimant together with its offer of compensation; any offer of compensation made by the Airport will be subject to the following terms and conditions: (a) the offer will be open for acceptance until the earlier of the following dates - the expiry of three months from the date of receipt of the offer by the claimant or the date on which the Airport makes a further offer of compensation following agreement between the parties on the amount of compensation as described below or the date on which a dispute concerning the amount of compensation is referred to an expert in accordance with the dispute resolution process referred to below; (b) the claimant agrees that the offer is in full and final settlement of any claim that the claimant may have (against the Airport or LBN or any other body) in respect of the diminution in value of an Eligible Interest which results from the revision of the PSZs due to the Airport's Planning Permission; (c) the claimant undertakes that (notwithstanding its acceptance of the offer in full and final settlement) in the event of receiving compensation under any other entitlement for the same loss of value (due to the revision of the PSZs), within 30 days of receiving such compensation to pay this compensation to



the Airport, up to the value of any payment received from the Airport with interest calculated at the Bank of England base rate from the date of payment.

- The compensation payable and to be offered by the Airport under the VCS will be the difference between the value of the Eligible Interest assessed with the Base Case PSZs and the value of the Eligible Interests assessed with the Revised PSZs (in accordance with the valuation principles indicated below). If there is a dispute regarding the amount of compensation following the receipt of the Airport's offer, the claimant and the Airport will meet to discuss compensation and failing agreement between the parties, the dispute may be referred by either party in accordance with the dispute resolution process indicated below. The amount of compensation which is arrived at following that dispute resolution will prevail and within 30 days of the Airport receiving written notice of the compensation determined by the expert the Airport will make an offer to the claimant to pay that compensation on the terms and conditions referred to above (except that there will be no further provision for disputes regarding the amount of compensation).
- If an offer of compensation including its terms and conditions is accepted in writing by the claimant, payment will be made within three months of the date of receipt by the Airport of that written acceptance.

## **7 Valuation Principles**

Valuations under the VCS will be conducted in accordance with the RICS' Valuation Standards (Red Book) but subject also to the following principles:

- Actions taken in order to enhance compensation potentially payable under the VCS (such as the creation of additional interests in land) will be disregarded.
- The VCS will be based on the difference in value of the Eligible Interest in the Eligible site shown in two valuations. Both valuations will assess the market value of the interest as at the date of claim (unless an Eligible Claimant has transferred its Eligible Interest without assigning the entitlement to claim - see below) but the first valuation will assume that the Airport's Planning Permission had not been granted and that therefore the PSZs were not altered beyond their extent prior to the grant of the Airport's Planning Permission (ie the base case PSZs) - all other valuation assumptions shall be the same. In addition, in the first valuation the valuer shall be entitled to assume that if the PSZs had not been extended other adjacent and nearby sites to the valuation site may have been developed at the time of valuation to the extent that this may affect the valuation of the site being valued.
- If an Eligible Claimant has transferred its Eligible Interest without assigning the entitlement to claim the date for the two valuations will be the date of transfer, not the claim; the second valuation (which takes into account the revised PSZs) will be the higher of the purchase price paid at the time of transfer and the valuation conducted under the VCS.
- In undertaking the VCS valuations, regard shall be had to the effect of the revision of the PSZs on the Eligible Site as a whole. In other words, any loss of potential development floor space caused by the PSZ revision across part of the site could have beneficial or adverse knock-on effects within the remainder of the site and these should be taken into account in the valuations.
- The market value shall take account of all factors that may impact on a willing seller and a willing buyer in the open market at the date of claim. This includes the future development potential of the site and the desirability in valuation terms of implementing planning permissions extant on 9 July 2009.

## **8 Aggregate Claim made in the first six months**

- 8.1 An aggregate claim is one which is made by the owners of all Eligible Interests in one Eligible Site. In this instance the physical extent of the Eligible Site will be determined by the extent of the property adjoining the relevant land within the Eligible Zone, which is held under the same freehold interest.
- 8.2 For the first six months of the VCS, the Airport will consider an aggregate claim in respect of any Eligible Site from all Eligible Claimants in respect of all Eligible Interests provided that those claimants jointly agree and request a capital sum from the Airport which will represent the sum of the payments which would otherwise be due under the VCS in respect of all such interests. Whether or not the Airport offers to pay compensation pursuant to an aggregate claim of this nature will be in its absolute discretion and the amount of compensation will be subject to the prior approval of Newham. If an aggregate claim is not accepted by the Airport or withdrawn (by one or more claimants) before payment is made or results in an offer of compensation being made by the Airport which is not accepted by one or more of the Eligible Claimants, then the aggregate claim will be disregarded and any of the Eligible Claimants will be entitled to claim individually.

## **9 Claimant's Costs**

In the event that a claim is made under the VCS which results in compensation being paid, the Airport will cover all of the claimant's reasonable and proper legal and valuation costs incurred in making the claim and in entering into any agreement to record the compensation payable. However, in determining what costs are reasonable and proper the Airport will be entitled to have regard to the proportion of the original amount claimed that has been recovered and whether any part of the claimed amount has been shown to be without foundation and as having caused costs which would not otherwise have been incurred.

## **10 Interest**

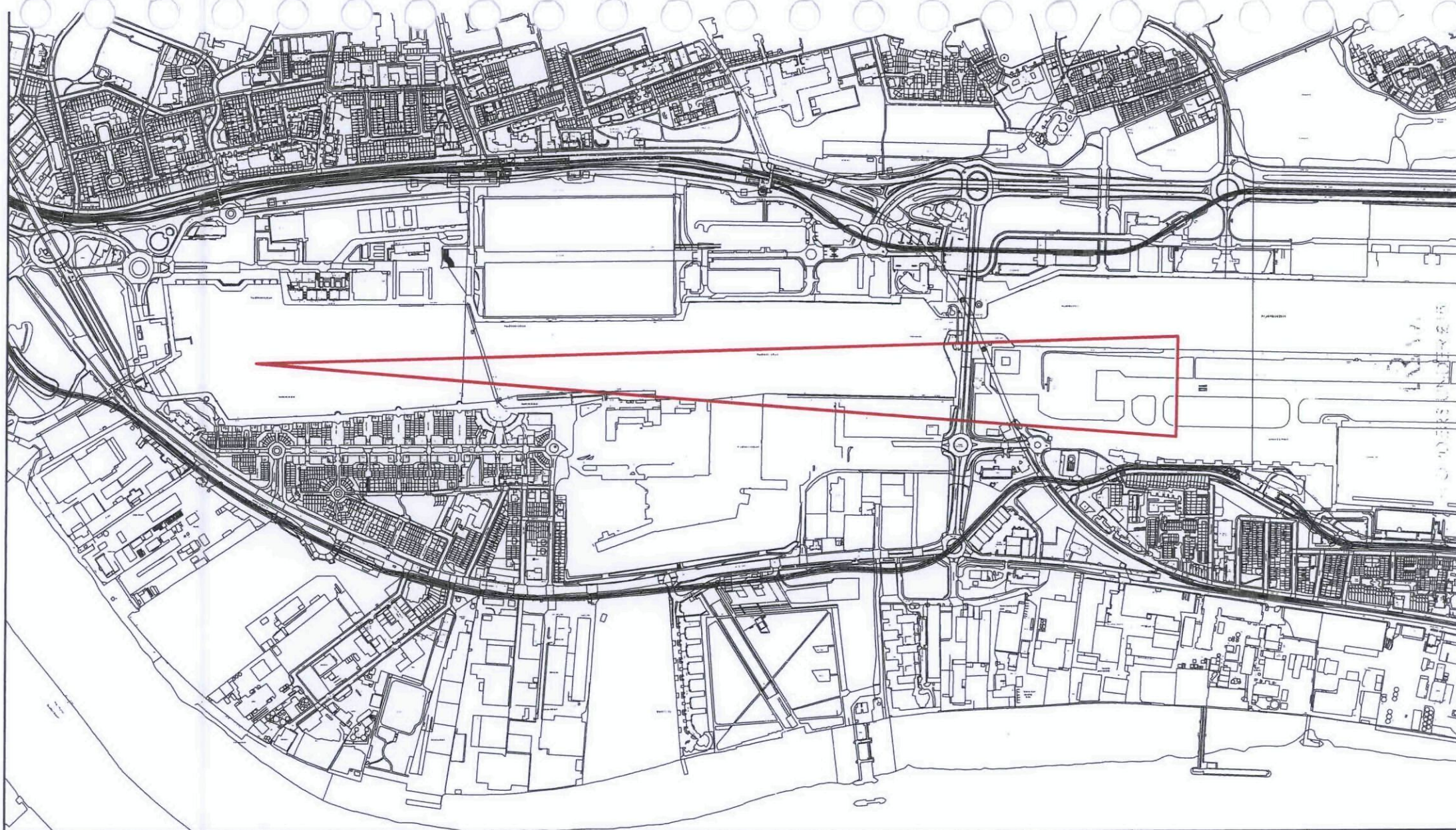
Interest will be payable on compensation calculated at the Bank of England base rate from time to time from the date of claim until date of payment.

## **11 Dispute Resolution**

- 11.1 In the event of a dispute under the VCS the matter in dispute will on the application of either the Airport or the claimant be referred to a person acting as expert (the "Expert") being a person with not less than 10 years' recent and relevant experience of the matter in dispute whose identity will be agreed between the Airport and the claimant or in the absence of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.
- 11.2 The resolution of the dispute will be on the following terms:
- (a) the determination will be final and binding on the parties except where the Expert has made a manifest error;
  - (b) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs; and
  - (c) the Expert's costs will be borne in such proportions as he or she may direct failing which each party will bear its own costs of the reference and determination and one half each of the Expert's costs.

**London City Airport Limited**





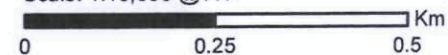
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Date: Nov 2011

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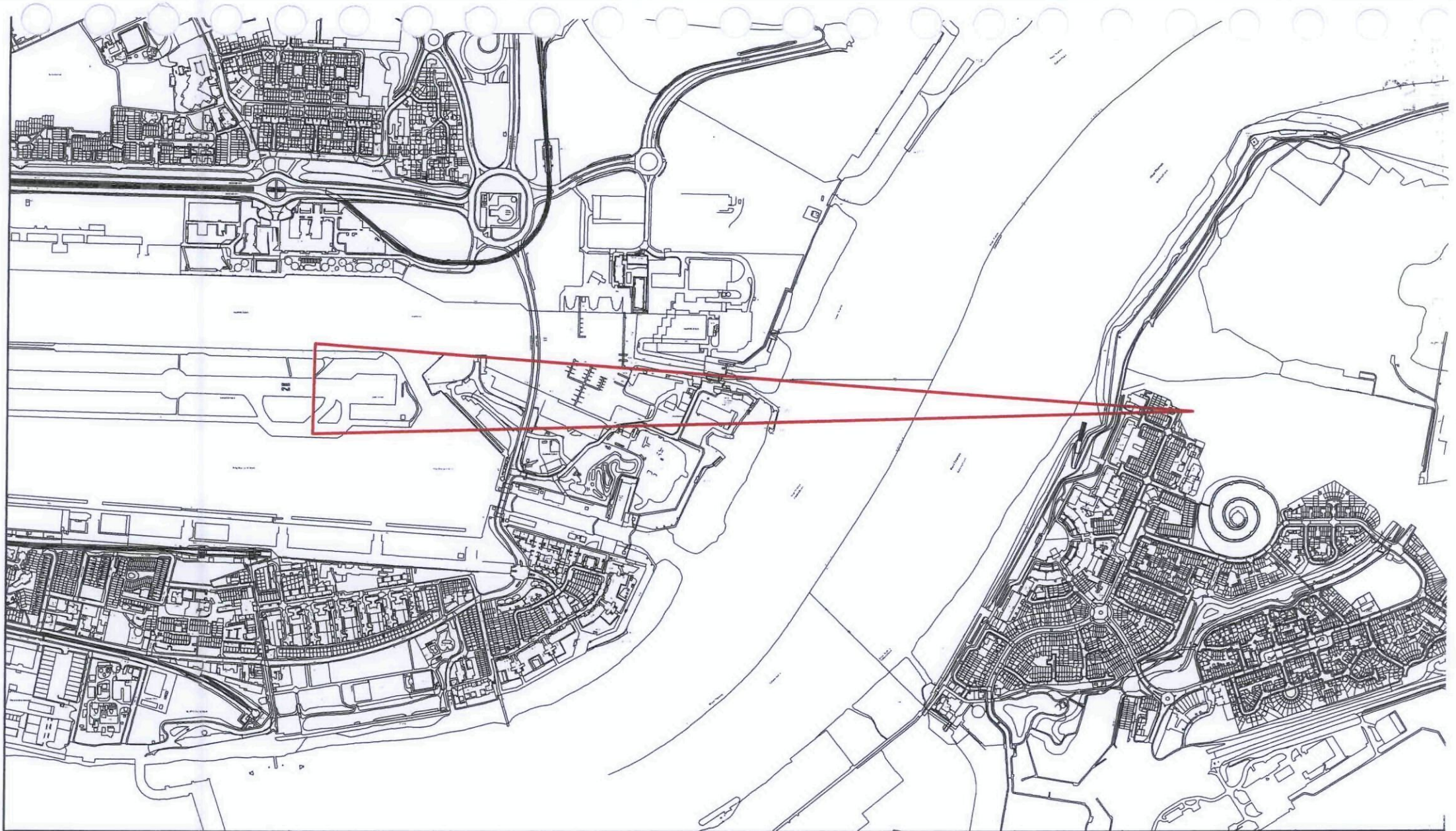
**London City Airport - Value Compensation Scheme**

**Plan 1**

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— Base Case PSZs (current at the time planning permission was granted on 9 July 2009)



Project No: Q10065

Date: Nov 2011

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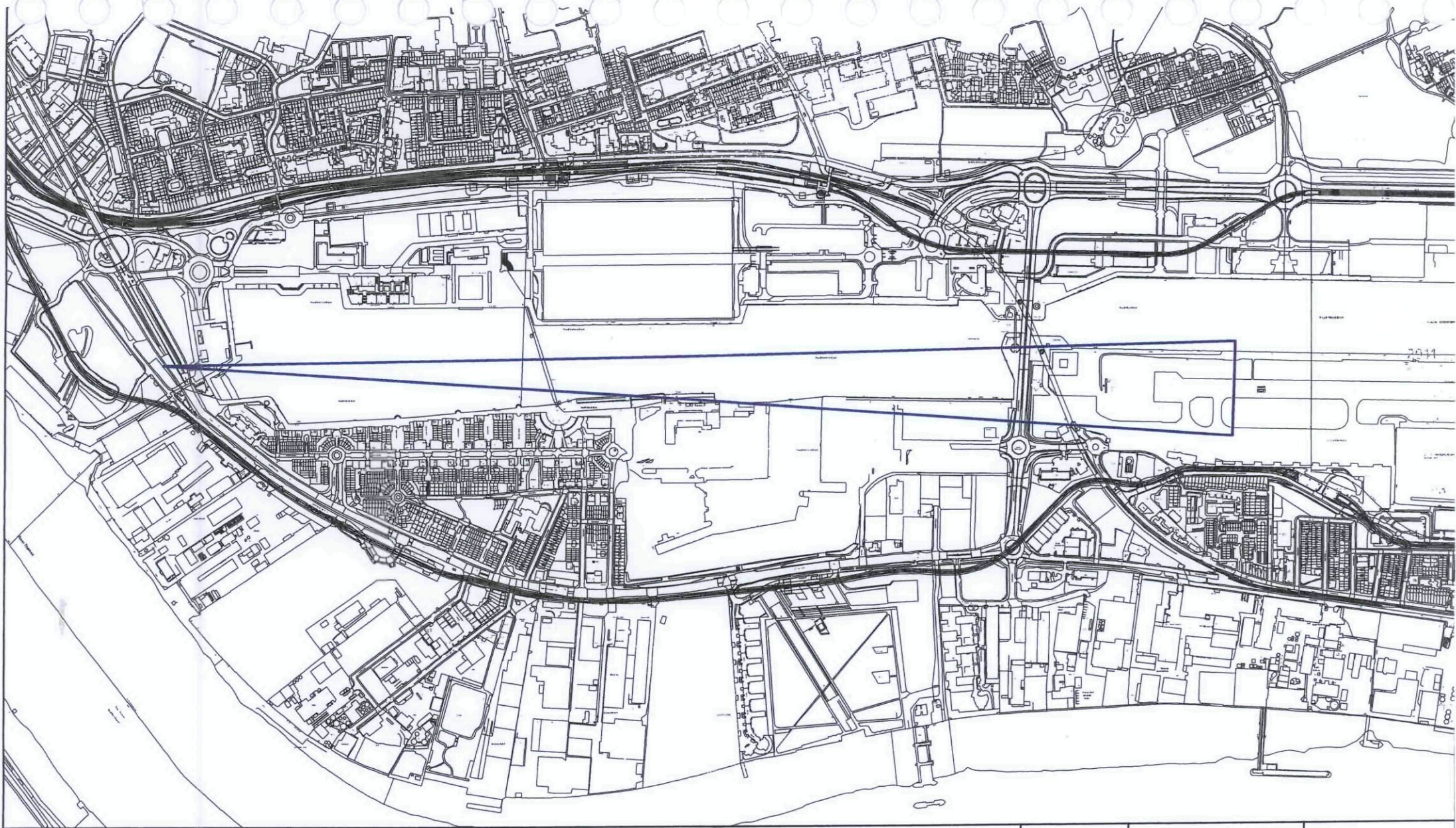
**London City Airport - Value Compensation Scheme**

**Plan 2**

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— Revised PSZs (came into effect on 15 March 2011)



**London City Airport - Value Compensation Scheme**

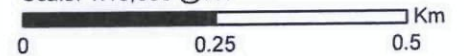


**Plan 3**

Project No: Q10065

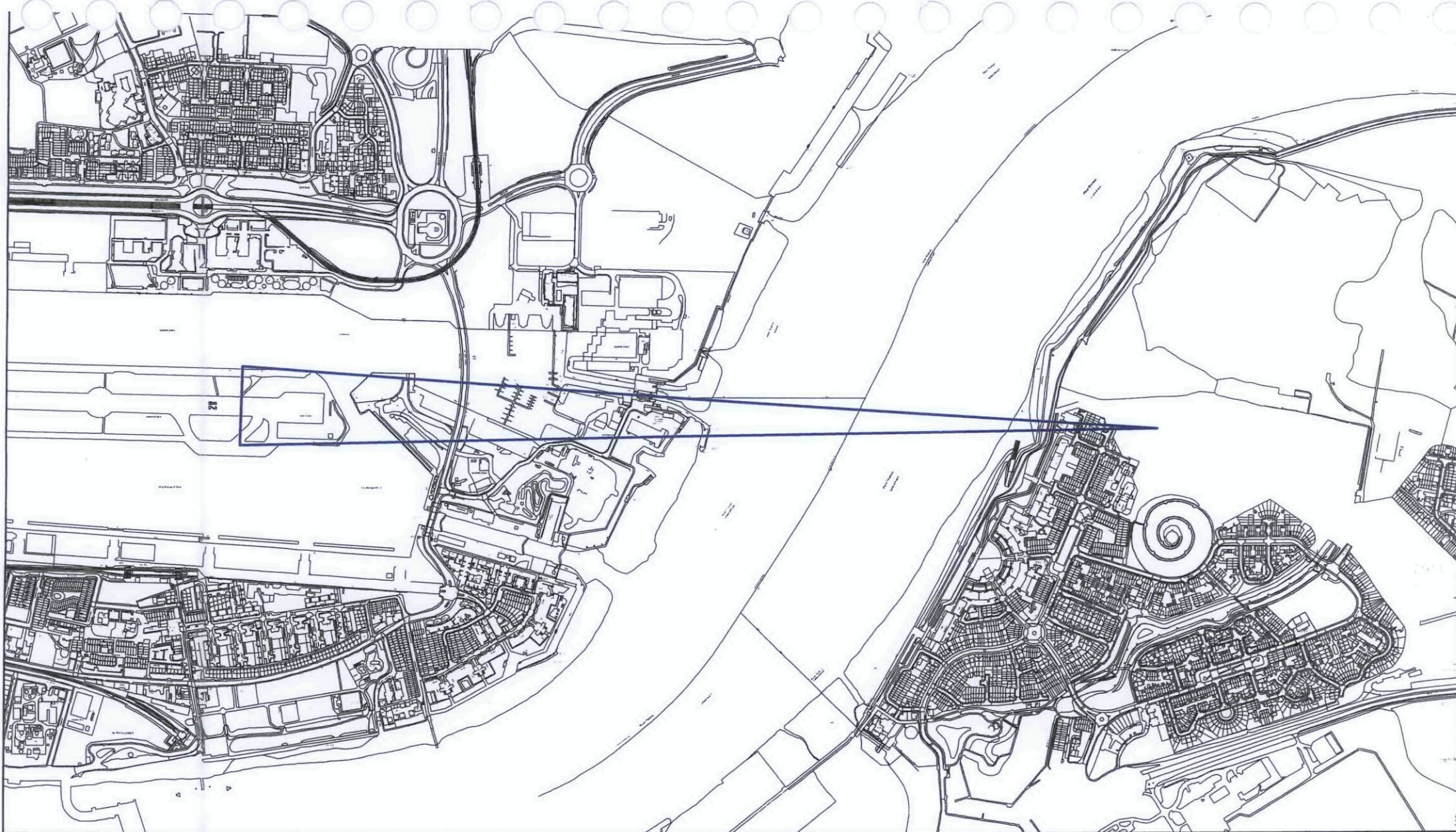
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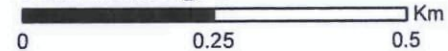
— Revised PSZs (came into effect on 15 March 2011)



Project No: Q10065

Date: Nov 2011

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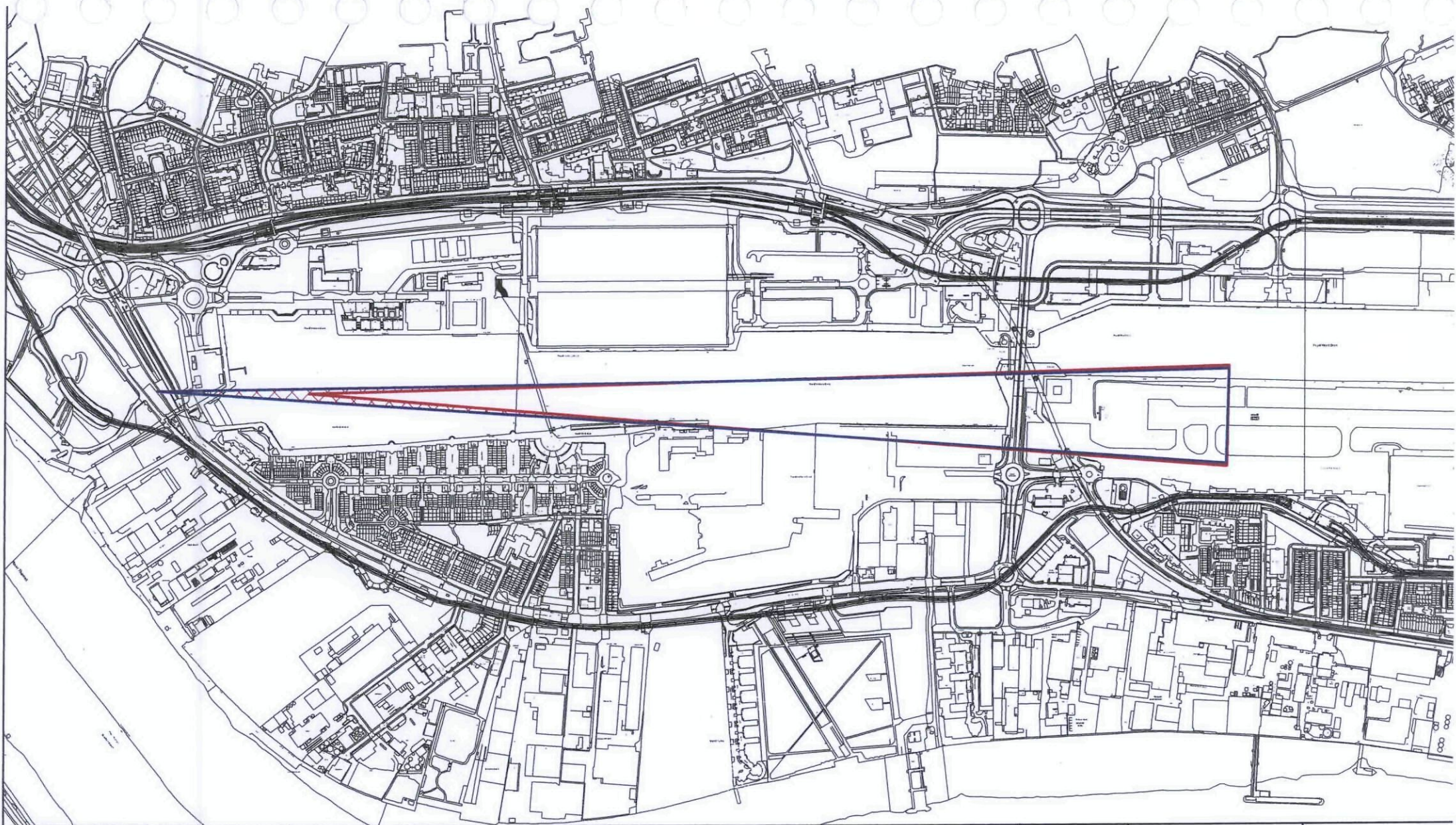


**London City Airport - Value Compensation Scheme**

**Plan 4**

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- Base Case PSZs (current at the time planning permission was granted on 9 July 2009)
- Revised PSZs (came into effect on 15 March 2011)
- Eligible Zone



## London City Airport - Value Compensation Scheme

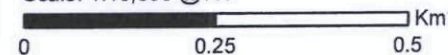


Plan 5

Project No: Q10065

Date: Nov 2011

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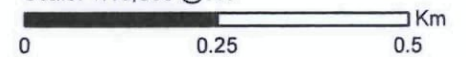
- Base Case PSZs (current at the time planning permission was granted on 9 July 2009)
- Revised PSZs (came into effect on 15 March 2011)
- XXXX Eligible Zone



Project No: Q10065

Date: Nov 2011

Scale: 1:10,000 @ A4



**London City Airport - Value Compensation Scheme**

**Plan 6**

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# ANNEXURE 9

## LONDON CITY AIRPORT – SECOND GENERATION VALUE COMPENSATION SCHEME (VCS2)

**Provision for compensation for loss of value of undeveloped sites which may be affected by the expansion of Public Safety Zones at London City Airport**

### A. Introduction

London City Airport is committed to putting into place a scheme to compensate for the loss of value that may be caused to undeveloped sites affected by the extension of the Public Safety Zones ("PSZs") (from the "base case" PSZs published on 15 March 2011) due to the City Airport Development Programme. This compensation scheme is known as the Second Generation Value Compensation Scheme ("VCS2").

### B. Background

1. Planning permission ("the 2009 Planning Permission") was granted on 9 July 2009 (reference 07/01510A/AR) by the London Borough of Newham for variation of conditions attached to previous planning permissions for the Airport to allow up to 120,000 total aircraft movements per year (with related modifications to other limits on aircraft movements).
2. The 2009 Planning Permission was subject to an agreement under Section 106 Town and Country Planning Act 1990 dated 9 July 2009 ("Section 106 Agreement"). Under the Section 106 Agreement the Airport was required to prepare and consult on a Value Compensation Scheme ("VCS1") to compensate for value that may be lost at sites that were yet to be developed in the vicinity of the Airport and which could be affected by any expansion of the PSZs of the Airport (from their configuration in 2009), as a result of the 2009 Planning Permission. VCS1 had to be approved by the Council and implemented. The operation of the approved VCS1 and adherence to VCS1 was enforceable by the London Borough of Newham. VCS1 will continue to operate.
3. PSZs around airports are reviewed periodically and also following a material change in circumstances. Hence, the PSZs are likely to be reviewed again after the grant of planning permission for CADP pursuant to planning application 13/01288/FUL ("the CADP Planning Permission"). VCS2 is designed to achieve the same objectives as VCS1, but only in relation to any extension of the PSZs published on 15 March 2011 when they are next reviewed and when the extension is due to the grant of the CADP Planning Permission.
4. The body responsible for implementing Department for Transport (DfT) policy on PSZs is the Civil Aviation Authority (CAA). Air travel is a low risk means of transport but as a precaution the CAA delineates PSZs at each end of a runway in order to control the number of people on the ground, in the vicinity of airports, who could be at risk of death or injury in the event of an aircraft accident on take-off or landing. The way this is achieved is to restrict new development within PSZs. The basic policy objective of the DfT (set out in DfT Circular 01/2010) is that there should be no increase in the number of people living working or congregating in PSZs and that, over time, the number should be reduced as circumstances allow. However, unimplemented planning permissions in PSZs do not need to be revoked or modified: paragraph 15, DfT Circular 01/2010.
5. PSZs are based on an objective assessment of the risk to an individual on the ground in the vicinity of an airport from an aircraft accident over the course of a year. They comprise an outer boundary which is the 1 in 100,000 risk contour and an inner zone, based on the 1 in



10,000 risk contour. Most existing developments within PSZs can remain there, but some types of new development are not permitted. To place the level of risk in context, the risk of fatality from all types of road accidents is about 1 in 16,800 each year and the risk of being killed accidentally in the home from all causes is about 1 in 13,000 per year. Further information on PSZs and the DfT's policy can be found in DfT Circular 01/2010, available on the DfT's website.

6. To understand VCS2, it is important to appreciate the full extent of the PSZs which were current at the Airport before the CADP Planning Permission. These are the PSZs published on 15 March 2011 ("the base case PSZs") and are shown on the attached plans 1 and 2.
7. Work undertaken during the course of the planning application indicated that there was a possibility that the base case PSZs could increase in extent as a result of any CADP Planning Permission being granted and if that were to happen, the potential value of undeveloped sites in the vicinity of the Airport could be adversely affected. The purpose of VCS2, therefore, is to compensate for any adverse effect of this nature arising from the publication of the first revision of the base case PSZs which takes into account the CADP Planning Permission. The area of land over which the PSZs extend for the first time as a result of this revision will be known as the "Eligible Zones".

### **C. VCS2**

The VCS2 will operate as follows:

#### **1 Eligible Sites**

- 1.1 To be eligible for VCS2 a site must have been undeveloped as at the date of the CADP Planning Permission and must include land that is situated within the Eligible Zone. The boundaries of the site will then be determined by reference to the extent of adjoining land in the same freehold or leasehold interest under which the land in the Eligible Zone is held at the date of the CADP Planning Permission. This means that assembly of land after the date of the CADP Planning Permission will be disregarded for the purposes of identifying the Eligible Site. (The potential of that site to form part of a larger, assembled development site may however be relevant to the valuation process as described below.)
- 1.2 Sites which were undeveloped (and not part of a developed site) as at the date of the CADP Planning Permission will be deemed to include:
  - Undeveloped sites without planning permission;
  - Undeveloped sites with the benefit of planning permission that remained unimplemented (as at the date of the CADP Planning Permission);
  - Sites with derelict or cleared buildings and structures (ie previously developed or "brownfield" land) without any lawful planning use;
  - Sites with only temporary use or temporary buildings which are required as a matter of law to cease or to be removed at the end of a temporary period.

This is an indicative list of sites and there may be instances where a site has more than one of these characteristics.

## **2 Eligible Interests**

Any estate, right, or interest in an Eligible Site (as well as any charge over an Eligible Site), if in each case it existed on the date of the CADP Planning Permission, will be eligible for compensation under VCS2 including:

- a freehold interest; and
- a leasehold interest.

## **3 Eligible Claimants**

3.1 A claimant will only be considered for compensation under VCS2 if:

- (a) on the date of publication of the revised PSZ he/she/it was the owner of an Eligible Interest in an Eligible Site and has either retained the Eligible Interest or in the event of the claimant having transferred that Eligible Interest, retained all rights to claim compensation under VCS2; or
- (b) he/she/it is a person to whom an Eligible Interest in an Eligible Site has been transferred and to whom the entitlement to claim (under the preceding paragraph (a)) has been assigned.

3.2 A claimant must be able to demonstrate eligibility in accordance with these criteria at the date of claim under VCS2 and the date of payment of any compensation by the Airport. In both cases, however, a claim will not be accepted if a claim under VCS2 has already been made either by the same claimant or by any other claimant in respect of the same Eligible Interest and (a) the previous claim is still under consideration by the Airport or (b) compensation in relation to such claim has been accepted or paid or is the subject of an offer open to acceptance. A claim will also be rejected where it is made within two years of another claim by the same individual claimant and the previous claim resulted in compensation being offered by the Airport but not accepted by that claimant.

3.3 The overriding principle is that the Airport will only pay compensation once in relation to each Eligible Interest.

#### **4 Scheme Start and Close**

- 4.1 Claims under VCS2 cannot be made until VCS2 is operational.
- 4.2 VCS2 will close on the date that is the tenth anniversary of the date on which VCS2 becomes operational: this is the deadline for receipt of any claims. Any claim received on or before this date will continue to be processed but if a claim is received by the Airport after this date, then neither the Airport nor its related companies will be obliged to consider the claim or to accept liability to pay compensation under that claim pursuant to VCS2.

#### **5 Publicity**

- 5.1 The existence of the adopted VCS2 and its closing date will be publicised by its inclusion in the annual performance report which the Airport is obliged to publish every year and (within three months of the start of VCS2) through written notification of the owners of Eligible Interests in Eligible Sites, insofar as the Airport is able to identify them through Land Registry searches.
- 5.2 The following will also be made available on the London City Airport official website after receipt of written approval of VCS2 from the Council:
- the Adopted VCS2
  - the 'Base Case' PSZs published on 15 March 2011
  - the first revision of PSZs published by the CAA which takes into account the CADP Planning Permission (the 'Revised PSZs').

#### **6 Procedure**

- 6.1 The claim will be made under VCS2 by the delivery to the Director of Legal Affairs of London City Airport Limited at City Aviation House, Royal Docks, London E16 9PX (email: [notices@lcy.co.uk](mailto:notices@lcy.co.uk)) of a written request for compensation which includes the following minimum information requirements:
- Name of claimant;
  - Nature of interest held;
  - When the interest was acquired;
  - If the interest was acquired after publication of the Revised PSZs, evidence of assignment of the entitlement to claim under VCS2 in accordance with the above requirements
  - Address of the site in which the interest is held;
  - Plan showing the extent of the interest in the relevant site;
  - Details of the estimated loss of value of the claimant's interest as a result of the revision of the PSZs at the Airport due to the CADP Planning Permission i.e. the amount which the claimant considers it should be entitled to under VCS2 because its land is now within the Eligible Zone.



6.2 From receipt of the claim the Airport will adhere to the following procedures and timescales (unless it is prevented from doing so by matters outside its control):

- within three months of receipt of the claim the Airport will notify the claimant whether or not the Airport considers the claimant, its interest and the site to be eligible for VCS2;
- if there is a dispute regarding eligibility, a period of six weeks will be allowed from the date of that dispute for the Airport and the claimant to reach agreement and failing that, the dispute will be resolved in accordance with the dispute resolution process indicated below and the determination of eligibility through that dispute resolution process will prevail;
- if the claimant, its interest and the relevant site are eligible under VCS2, the Airport will procure that a valuation of the relevant interest is undertaken within three months of notifying the claimant of his/her/its eligibility or eligibility being determined through the dispute resolution process. This valuation will be undertaken by an RICS (Royal Institution of Chartered Surveyors) qualified valuer, who will be jointly appointed by the Airport and the claimant and will, at the Airport's cost, visit the site to undertake the valuation described below and take into account the information submitted with the claim. If the valuer requires a survey to be undertaken before arriving at a valuation, then the Airport will pay the costs of that survey as well. The valuer will be instructed to deliver a final valuation report within six weeks of appointment. Any dispute regarding the choice of the valuer shall be resolved by an application by the Airport (at the Airport's cost) to the President for the time being of the Royal Institution of Chartered Surveyors for the President to identify an independent surveyor whom the Airport and the claimant shall jointly instruct.
- Within 30 days of receiving the final valuation report, the Airport will send a copy to the claimant together with its offer of compensation; any offer of compensation made by the Airport will be subject to the following terms and conditions: (a) the offer will be open for acceptance until the earlier of the following dates - the expiry of three months from the date of receipt of the offer by the claimant or the date on which the Airport makes a further offer of compensation following agreement between the parties on the amount of compensation as described below or the date on which a dispute concerning the amount of compensation is referred to an expert in accordance with the dispute resolution process referred to below; (b) the claimant agrees that the offer is in full and final settlement of any claim that the claimant may have (against the Airport or LBN or any other body) in respect of the diminution in value of an Eligible Interest which results from the revision of the PSZs due to the CADP Planning Permission; (c) the claimant undertakes that (notwithstanding its acceptance of the offer in full and final settlement) in the event of receiving compensation under any other entitlement for the same loss of value (due to the revision of the PSZs), within 30 days of receiving such compensation to pay this compensation to the Airport, up to the value of any payment received from the Airport with interest calculated at the Bank of England base rate from the date of payment.
- The compensation payable and to be offered by the Airport under VCS2 will be the difference between the value of the Eligible Interest assessed with the Base Case PSZs and the value of the Eligible Interests assessed with the Revised PSZs (in accordance with the valuation principles indicated below). If there is a dispute regarding the amount of compensation following the receipt of the Airport's offer, the claimant and the Airport will meet to discuss compensation and failing agreement between the parties, the dispute may be referred by either party in accordance with the dispute resolution

process indicated below. The amount of compensation which is arrived at following that dispute resolution will prevail and within 30 days of the Airport receiving written notice of the compensation determined by the expert the Airport will make an offer to the claimant to pay that compensation on the terms and conditions referred to above (except that there will be no further provision for disputes regarding the amount of compensation).

- If an offer of compensation including its terms and conditions is accepted in writing by the claimant, payment will be made within three months of the date of receipt by the Airport of that written acceptance.

## **7 Valuation Principles**

Valuations under VCS2 will be conducted in accordance with the RICS' Valuation Standards (Red Book) but subject also to the following principles:

- Actions taken in order to enhance compensation potentially payable under VCS2 (such as the creation of additional interests in land) will be disregarded.
- VCS2 will be based on the difference in value of the Eligible Interest in the Eligible site shown in two valuations. Both valuations will assess the market value of the interest as at the date of claim (unless an Eligible Claimant has transferred its Eligible Interest without assigning the entitlement to claim - see below) but the first valuation will assume that the CADP Planning Permission had not been granted and that therefore the PSZs were not altered beyond their extent prior to the grant of the CADP Planning Permission (ie the base case PSZs) - all other valuation assumptions shall be the same. In addition, in the first valuation the valuer shall be entitled to assume that if the PSZs had not been extended other adjacent and nearby sites to the valuation site may have been developed at the time of valuation to the extent that this may affect the valuation of the site being valued.
- If an Eligible Claimant has transferred its Eligible Interest without assigning the entitlement to claim the date for the two valuations will be the date of transfer, not the claim; the second valuation (which takes into account the revised PSZs) will be the higher of the purchase price paid at the time of transfer and the valuation conducted under VCS2.
- In undertaking VCS2 valuations, regard shall be had to the effect of the revision of the PSZs on the Eligible Site as a whole. In other words, any loss of potential development floor space caused by the PSZ revision across part of the site could have beneficial or adverse knock-on effects within the remainder of the site and these should be taken into account in the valuations.
- The market value shall take account of all factors that may impact on a willing seller and a willing buyer in the open market at the date of claim. This includes the future development potential of the site and the desirability in valuation terms of implementing planning permissions extant on the date of the CADP Planning Permission.

## **8 Aggregate Claim made in the first six months**

- 8.1 An aggregate claim is one which is made by the owners of all Eligible Interests in one Eligible Site. In this instance the physical extent of the Eligible Site will be determined by the extent of

the property adjoining the relevant land within the Eligible Zone, which is held under the same freehold interest.

- 8.2 For the first six months of VCS2, the Airport will consider an aggregate claim in respect of any Eligible Site from all Eligible Claimants in respect of all Eligible Interests provided that those claimants jointly agree and request a capital sum from the Airport which will represent the sum of the payments which would otherwise be due under VCS2 in respect of all such interests. Whether or not the Airport offers to pay compensation pursuant to an aggregate claim of this nature will be in its absolute discretion and the amount of compensation will be subject to the prior approval of Newham. If an aggregate claim is not accepted by the Airport or withdrawn (by one or more claimants) before payment is made or results in an offer of compensation being made by the Airport which is not accepted by one or more of the Eligible Claimants, then the aggregate claim will be disregarded and any of the Eligible Claimants will be entitled to claim individually.

## **9 Claimant's Costs**

In the event that a claim is made under VCS2 which results in compensation being paid, the Airport will cover all of the claimant's reasonable and proper legal and valuation costs incurred in making the claim and in entering into any agreement to record the compensation payable. However, in determining what costs are reasonable and proper the Airport will be entitled to have regard to the proportion of the original amount claimed that has been recovered and whether any part of the claimed amount has been shown to be without foundation and as having caused costs which would not otherwise have been incurred.

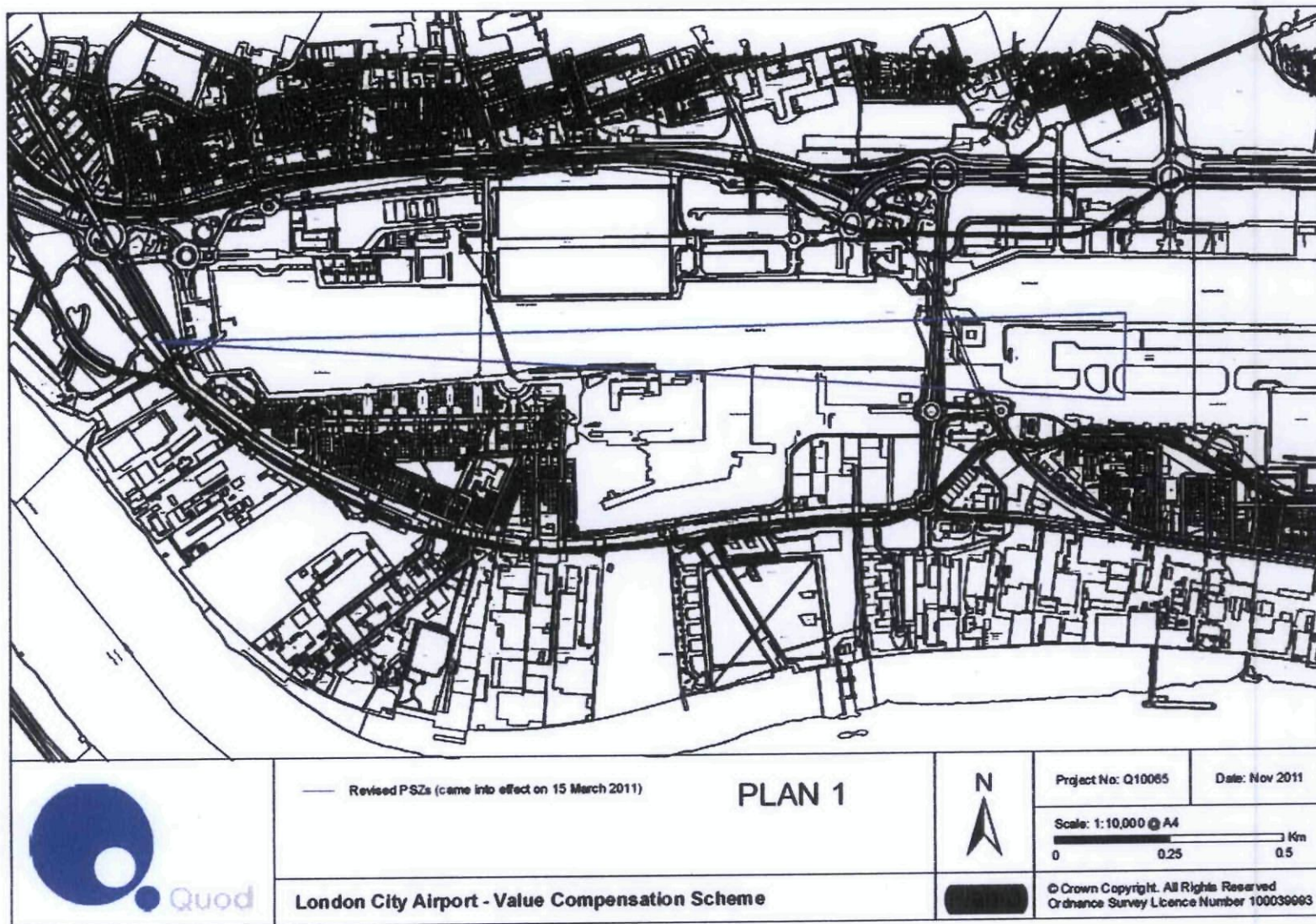
## **10 Interest**

Interest will be payable on compensation calculated at the Bank of England base rate from time to time from the date of claim until date of payment.

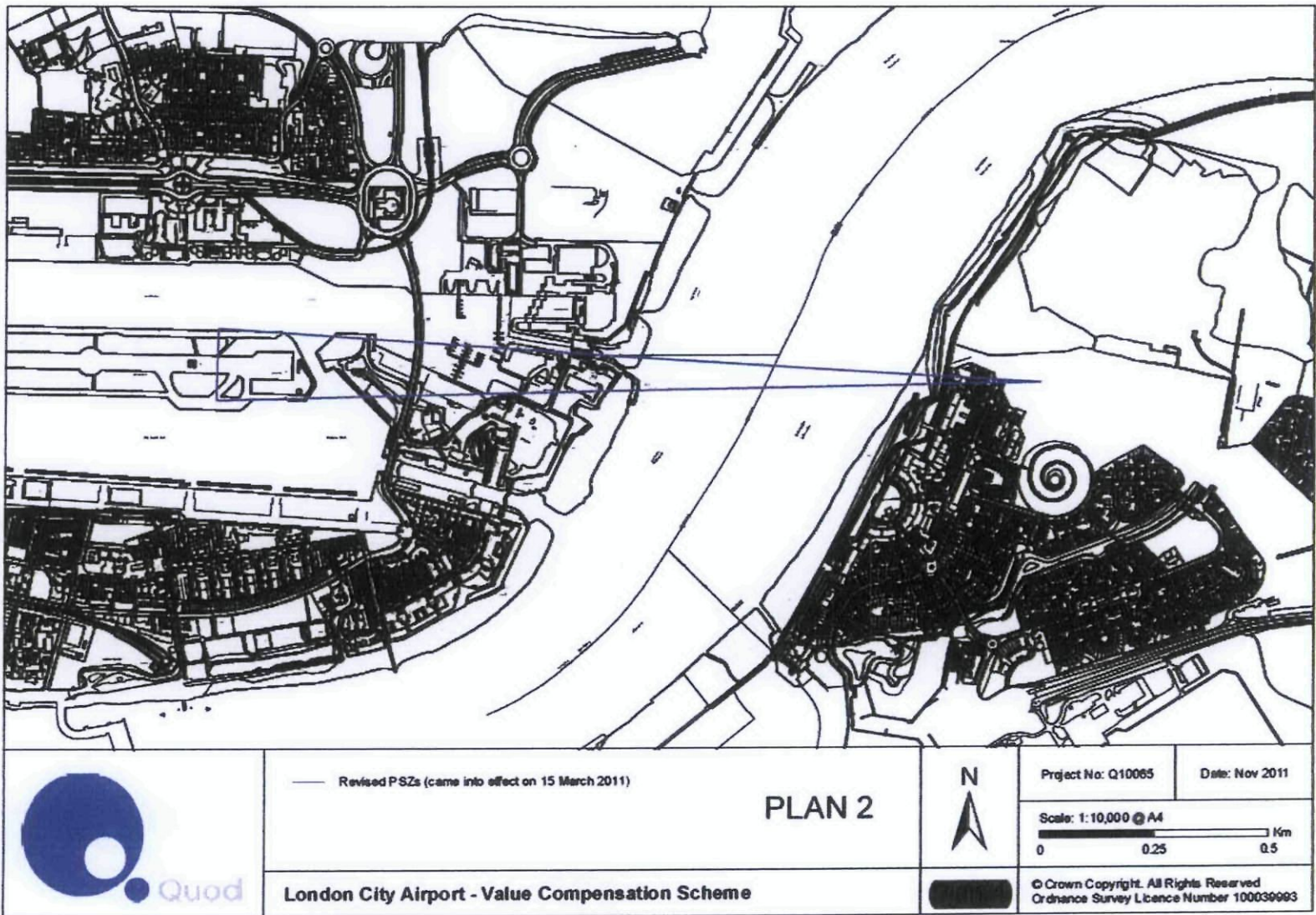
## **11 Dispute Resolution**

- 11.1 In the event of a dispute under VCS2 the matter in dispute will on the application of either the Airport or the claimant be referred to a person acting as expert (the "Expert") being a person with not less than 10 years' recent and relevant experience of the matter in dispute whose identity will be agreed between the Airport and the claimant or in the absence of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.
- 11.2 The resolution of the dispute will be on the following terms:
- (a) the determination will be final and binding on the parties except where the Expert has made a manifest error;
  - (b) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs; and
  - (c) the Expert's costs will be borne in such proportions as he or she may direct failing which each party will bear its own costs of the reference and determination and one half each of the Expert's costs.









## **ANNEXURE 10**

### **Construction Sound Insulation Scheme**

#### **1 Purpose of the Scheme**

- 1.1 This Scheme provides for sound insulation works to be undertaken at Affected Dwellings in order to mitigate the noise impacts of the construction of the Development.
- 1.2 The Scheme will comprise the following:
  - (a) Advance Sound Insulation Works; and
  - (b) Standard Sound Insulation Works
- 1.3 The Scheme will provide works to achieve an average sound reduction of not less than 35 dB averaged over 100 to 3150 Hz in accordance with the procedure of British Standard Publication BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications) in respect of each Affected Dwelling.
- 1.4 An Affected Dwelling will be eligible for these works notwithstanding the refusal of a previous offer by the Airport Companies to undertake at that dwelling any Past Noise Insulation Works and any CADP Noise Insulation Works.

#### **2 Advance Sound Insulation Works**

- 2.1 Scope of works
  - (a) Advance Sound Insulation Works will consist of high performance double glazing and mechanical ventilation or (at the owner's/occupier's election) secondary glazing and mechanical ventilation.
  - (b) Only the "Habitable Rooms" in a dwelling may benefit from the works undertaken pursuant to the Construction Sound Insulation Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m<sup>2</sup> if the living room is less than 14 m<sup>2</sup> or a kitchen in excess of 11 m<sup>2</sup> where the living room is 14 m<sup>2</sup> or more.
  - (c) Only elevations facing the Development can benefit from works undertaken pursuant to the Construction Sound Insulation Scheme
- 2.2 Affected Dwellings
  - (a) An Affected Dwelling for the purpose of Advance Sound Insulation Works is:
    - (i) a residential dwelling listed in the Appendix to this Annexure (at the time of the Appeal predicted to experience or considered to be at risk of experiencing night time (2300 to 0700 hours) construction noise levels of 55 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months; or
    - (ii) a residential dwelling which is predicted in the Construction Environmental Management Plan ("CEMP") approved under the conditions attached to the Planning Permission to experience night time (2300 to 0700 hours) construction noise levels of 55 dB LAeq, 15 min or more when measured at 1 metre from the



façade either (a) for at least 10 days in any 15 consecutive working days<sup>1</sup> or (b) for at least 20 days in any 6 consecutive months (the "**Advance Sound Insulation Works Noise Level**"); or

- (iii) a residential dwelling which, through actual measurement during the construction of the development, is found to experience night time construction noise equivalent to the Advance Sound Insulation Works Noise Level.

## 2.3 Procedure

- (a) The Airport Companies will offer the owner and (if different) the occupier of each Affected Dwelling the opportunity to have Advance Sound Insulation Works undertaken at the Affected Dwelling in accordance with the following procedure:
  - (i) for owners and (if different) the occupier of Affected Dwellings listed within the Appendix to this Annexure 10, the Airport Companies shall make an offer to provide Advance Sound Insulation Works at least six months before the Commencement of Development;
  - (ii) for owners and (if different) the occupier of Affected Dwellings identified as such through the CEMP, the Airport Companies shall make offers to provide Advance Sound Insulation Works in accordance with the phasing plan in the approved CEMP with the objective of ensuring that (subject to acceptance by the owner and occupier of the offer of works and permitting access to the relevant dwelling) the Advance Sound Insulation Works are completed at each Affected Dwelling before the construction activity, which is predicted to give rise to the Advance Sound Insulation Works Noise Level at that Affected Dwelling, begins; and
  - (iii) for owners and (if different) the occupier of Affected Dwellings which, through measurement, are found to experience night time construction noise equivalent to the Advance Sound Insulation Works Noise Level, the Airport Companies shall make an offer to provide Advance Sound Insulation Works as soon as reasonably practicable and in any event no later than 28 days following identification of the Affected Dwelling through measurement.
- (b) Where within one month of making the same an offer of Advance Sound Insulation Works is accepted by the owner/occupier of the Affected Dwelling and access is provided to the Affected Dwelling, the Operator shall implement the Advance Sound Insulation Works as soon as reasonably practicable following acceptance of the offer and access being provided and in any event, in accordance with the Phasing Plan forming part of the approved CEMP.

## 3 Standard Sound Insulation Works

### 3.1 Scope of works

- (a) Standard sound insulation works will consist of secondary glazing and mechanical ventilation.
- (b) Only the "Habitable Rooms" in a dwelling may benefit from the works undertaken pursuant to the Construction Sound Insulation Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m<sup>2</sup> if the living room is less than 14 m<sup>2</sup> or a kitchen in excess of 11 m<sup>2</sup> where the living room is 14 m<sup>2</sup> or more.
- (c) Only elevations facing the Development can benefit from works undertaken pursuant to the Construction Sound Insulation Scheme

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<sup>1</sup> "working days" in this Annexure means any day on which construction works forming part of the Development are undertaken

### 3.2 Affected Dwellings

- (a) An Affected Dwellings for the purpose of Standard Sound Insulation Works is:
- (i) a residential dwelling which is not eligible for the Advance Sound Insulation Works;
  - (ii) a residential dwelling which is predicted in the approved CEMP, or through actual measurement, found to experience:
    - (A) night time (2300 to 0700 hours) construction noise levels of 50 dB LAeq, 15 min or higher when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months; or
    - (B) daytime (0700 to 2300 hours) construction noise levels in excess of those set out in the table below either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any consecutive 6 months (the night time and daytime noise levels being each referred to as the "Standard Sound Insulation Works Noise Level").

Day	Time	Averaging period, T	Noise insulation trigger level LAeq,T (façade)
Monday to Friday	0800 to 1800	10 hours	75
	0700 to 0800	1 hour	65
	1800 to 2300	1 hour	65
Saturday	0700 to 0800	1 hour	65
	0800 to 1300	5 hours	75
	1300 to 2300	1 hour	65
Sunday	0800 to 2300	1 hour	55

### 3.3 Procedure

- (a) The Airport Companies will offer the owner and (if different) the occupier of each Affected Dwelling the opportunity to have Standard Sound Insulation Works undertaken at the Affected Dwelling in accordance with the following procedure:
- (i) for owners and (if different) the occupier of Affected Dwellings identified as such through the CEMP, the Airport Companies shall make an offer to provide Standard Sound Insulation Works in accordance with the phasing plan in the approved CEMP with the objective of ensuring that (subject to acceptance by the owner and occupier of the offer of works and permitting access to the relevant dwelling) the Standard Sound Insulation Works are completed at each Affected Dwelling before the construction activity, which is predicted to give rise to the Standard Sound Insulation Works Noise Level at that Affected Dwelling, begins; and
  - (ii) for owners and (if different) the occupier of Affected Dwellings which, through measurement, are found to experience night time construction noise equivalent to the Standard Sound Insulation Works Noise Level, the Airport Companies shall make an offer to provide Standard Sound Insulation Works as soon as reasonably practicable and in any event within 28 days following identification of the Affected Dwelling through measurement.
- (b) Where within one month of making the same an offer of Standard Sound Insulation Works is accepted by the owner/occupier of the Affected Dwelling and access is provided to the Affected Dwelling, the Operator shall implement the Standard Sound Insulation Works as soon as reasonably practicable following acceptance of the offer and access being provided and in any event in accordance with the Phasing Plan forming part of the CEMP.

## Appendix to Construction Noise Sound Insulation Scheme

ALBION HOUSE		FLAT 21	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 22	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 23	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 29	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 30	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 31	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 25	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 26	CHURCH STREET	E16 2ND
ALBION HOUSE		FLAT 27	CHURCH STREET	E16 2ND
	19		CLAREMONT CLOSE	E16 2LR
	20		CLAREMONT CLOSE	E16 2LR
	21		CLAREMONT CLOSE	E16 2LR
	22		CLAREMONT CLOSE	E16 2LR
	23		CLAREMONT CLOSE	E16 2LR
	24		CLAREMONT CLOSE	E16 2LR
	25		CLAREMONT CLOSE	E16 2LR
	26		CLAREMONT CLOSE	E16 2LR
	27		CLAREMONT CLOSE	E16 2LR
	28		CLAREMONT CLOSE	E16 2LR
	29		CLAREMONT CLOSE	E16 2LR
	30		CLAREMONT CLOSE	E16 2LR
	31		CLAREMONT CLOSE	E16 2LR
	32		CLAREMONT CLOSE	E16 2LR
	33		CLAREMONT CLOSE	E16 2LR
	35		CLAREMONT CLOSE	E16 2LR
	36		CLAREMONT CLOSE	E16 2LR
	37		CLAREMONT CLOSE	E16 2LR
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	39		CLAREMONT CLOSE	E16 2LR
	40		CLAREMONT CLOSE	E16 2LR
	41		CLAREMONT CLOSE	E16 2LR
	42		CLAREMONT CLOSE	E16 2LR
	55		CLAREMONT CLOSE	E16 2LR
	56		CLAREMONT CLOSE	E16 2LR
	60		CLAREMONT CLOSE	E16 2LR
	61		CLAREMONT CLOSE	E16 2LR
	62		CLAREMONT CLOSE	E16 2LR
	63		CLAREMONT CLOSE	E16 2LR
	65	FLAT 7	CLAREMONT CLOSE	E16 2LR
	65	FLAT 3	CLAREMONT CLOSE	E16 2LR
SHAW HOUSE		FLAT 30	CLAREMONT STREET	E16 2LP
SHAW HOUSE		FLAT 21	CLAREMONT STREET	E16 2LP



SHAW HOUSE		FLAT 22	CLAREMONT STREET	E16 2LP
SHAW HOUSE		FLAT 29	CLAREMONT STREET	E16 2LP
SHAW HOUSE		FLAT 25	CLAREMONT STREET	E16 2LP
SHAW HOUSE		FLAT 26	CLAREMONT STREET	E16 2LP
	12		FELIXSTOWE COURT	E16 2RR
	17		FELIXSTOWE COURT	E16 2RR
	18		FELIXSTOWE COURT	E16 2RR
	33		FELIXSTOWE COURT	E16 2RR
	34		FELIXSTOWE COURT	E16 2RR
	35		FELIXSTOWE COURT	E16 2RR
	36		FELIXSTOWE COURT	E16 2RR
	39		FELIXSTOWE COURT	E16 2RR
	40		FELIXSTOWE COURT	E16 2RR
	41		FELIXSTOWE COURT	E16 2RR
	42		FELIXSTOWE COURT	E16 2RR
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	48		FELIXSTOWE COURT	E16 2RR
	53		FELIXSTOWE COURT	E16 2RR
	54		FELIXSTOWE COURT	E16 2RR
	55		FELIXSTOWE COURT	E16 2RR
	56		FELIXSTOWE COURT	E16 2RR
	59		FELIXSTOWE COURT	E16 2RR
	62		FELIXSTOWE COURT	E16 2RR
	106		FELIXSTOWE COURT	E16 2RS
	107		FELIXSTOWE COURT	E16 2RS
	4		FERNHILL STREET	E16 2HZ
	5		FISHGUARD WAY	E16 2RG
BROCKLEBANK HOUSE		FLAT 13	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 14	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 21	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 22	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 17	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 18	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 29	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 25	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 26	GLENISTER STREET	E16 2LY
BROCKLEBANK HOUSE		FLAT 30	GLENISTER STREET	E16 2LY
	25		GRENADIER STREET	E16 2LD
	26		GRENADIER STREET	E16 2LD
	27		GRENADIER STREET	E16 2LD
	28		GRENADIER STREET	E16 2LD
	22		GRIMSBY GROVE	E16 2RU
	24		GRIMSBY GROVE	E16 2RU

	29		LEONARD STREET	E16 20T
	31		LEONARD STREET	E16 20T
	33		LEONARD STREET	E16 20T
	35		LEONARD STREET	E16 20T
	37		LEONARD STREET	E16 20T
	2		LORD STREET	E16 20Z
	10		LORD STREET	E16 20Z
	12		LORD STREET	E16 20Z
	14		LORD STREET	E16 20Z
	16		LORD STREET	E16 20Z
	18		LORD STREET	E16 20Z
	20		LORD STREET	E16 20Z
DUNEDIN HOUSE		FLAT 12	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 14	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 15	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 10	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 11	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 20	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 21	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 22	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 16	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 17	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 18	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 19	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 27	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 28	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 29	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 23	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 24	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 25	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 26	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 34	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 35	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 36	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 37	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 30	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 32	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 33	MANWOOD STREET	E16 21A
DUNEDIN HOUSE		FLAT 45	MANWOOD STREET	E16 21B
DUNEDIN HOUSE		FLAT 46	MANWOOD STREET	E16 21B
DUNEDIN HOUSE		FLAT 41	MANWOOD STREET	E16 21B
DUNEDIN HOUSE		FLAT 42	MANWOOD STREET	E16 21B
DUNEDIN HOUSE		FLAT 53	MANWOOD STREET	E16 21B

DUNEDIN HOUSE		FLAT 54	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 49	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 50	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 61	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 62	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 57	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 58	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 69	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 70	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 65	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 66	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 7	MANWOOD STREET	E16 2LA
DUNEDIN HOUSE		FLAT 8	MANWOOD STREET	E16 2LA
DUNEDIN HOUSE		FLAT 38	MANWOOD STREET	E16 2LA
DUNEDIN HOUSE		FLAT 73	MANWOOD STREET	E16 2LB
108			NEWLAND STREET	E16 2DU
128			NEWLAND STREET	E16 2DU
2A			NEWLAND STREET	E16 2DU
2B			NEWLAND STREET	E16 2DU
4A			NEWLAND STREET	E16 2DU
4B			NEWLAND STREET	E16 2DU
6A			NEWLAND STREET	E16 2DU
6B			NEWLAND STREET	E16 2DU
8A			NEWLAND STREET	E16 2DU
8B			NEWLAND STREET	E16 2DU
	2		NEWLAND STREET	E16 2DU
	4		NEWLAND STREET	E16 2DU
	6		NEWLAND STREET	E16 2DU
	8		NEWLAND STREET	E16 2DU
	18		NEWLAND STREET	E16 2HN
	20		NEWLAND STREET	E16 2HN
	22		NEWLAND STREET	E16 2HN
	24		NEWLAND STREET	E16 2HN
	30		NEWLAND STREET	E16 2HN
	32		NEWLAND STREET	E16 2HN
	34		NEWLAND STREET	E16 2HN
	36		NEWLAND STREET	E16 2HN
	80		NEWLAND STREET	E16 2HN
	82		NEWLAND STREET	E16 2HN
	86		NEWLAND STREET	E16 2HN
	88		NEWLAND STREET	E16 2HN
	92		NEWLAND STREET	E16 2HN
	94		NEWLAND STREET	E16 2HN



	96		NEWLAND STREET	E16 2HN
	43		PIER PARADE	E16 2LJ
	44		PIER PARADE	E16 2LJ
	45		PIER PARADE	E16 2LJ
	46		PIER PARADE	E16 2LJ
	3		RAWSTHORNE CLOSE	E16 2JR
	5		RAWSTHORNE CLOSE	E16 2JR
	14		RAWSTHORNE CLOSE	E16 2JR
SAVILLE HOUSE		FLAT 13	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 14	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 21	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 22	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 17	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 18	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 29	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 25	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 26	ROBERT STREET	E16 2NA
SAVILLE HOUSE		FLAT 30	ROBERT STREET	E16 2NA
QUEENSLAND HOUSE		FLAT 44	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 45	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 46	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 47	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 41	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 42	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 43	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 52	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 53	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 54	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 55	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 48	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 49	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 50	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 51	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 60	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 61	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 62	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 63	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 56	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 57	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 58	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 59	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 68	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 69	RYMILL STREET	E16 2LQ

QUEENSLAND HOUSE		FLAT 70	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 71	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 64	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 65	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 66	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 67	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 12	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 13	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 15	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 11	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 20	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 21	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 16	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 17	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 19	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 27	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 28	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 29	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 23	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 24	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 25	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 26	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 34	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 35	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 36	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 37	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 30	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 31	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 32	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 33	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 72	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 73	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 74	RYMILL STREET	E16 2LQ
QUEENSLAND HOUSE		FLAT 5	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 8	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 38	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 39	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 40	RYMILL STREET	E16 2LG
QUEENSLAND HOUSE		FLAT 9	RYMILL STREET	E16 2LG
WESTLAND HOUSE		FLAT 10	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 17	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 18	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 14	RYMILL STREET	E16 2LE

WESTLAND HOUSE		FLAT 16	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 24	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 25	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 26	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 20	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 21	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 22	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 32	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 33	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 34	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 28	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 29	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 30	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 40	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 36	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 37	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 38	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 12	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 59	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 13	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 60	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 61	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 62	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 56	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 57	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 58	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 67	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 68	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 69	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 70	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 63	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 64	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 65	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 66	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 71	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 72	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 73	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 74	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 41	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 42	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 43	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 44	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 8	RYMILL STREET	E16 2LE



WESTLAND HOUSE		FLAT 9	RYMILL STREET	E16 2LE
WESTLAND HOUSE		FLAT 49	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 50	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 51	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 52	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 45	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 46	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 47	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 48	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 53	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 54	RYMILL STREET	E16 2LF
WESTLAND HOUSE		FLAT 55	RYMILL STREET	E16 2LF
	62		SHELDRAKE CLOSE	E16 2HT
	64		SHELDRAKE CLOSE	E16 2HT
	66		SHELDRAKE CLOSE	E16 2HT
	68		SHELDRAKE CLOSE	E16 2HT
	70		SHELDRAKE CLOSE	E16 2HT
	72		SHELDRAKE CLOSE	E16 2HT
	92		SHELDRAKE CLOSE	E16 2HT
	94		SHELDRAKE CLOSE	E16 2HT
	110		SHELDRAKE CLOSE	E16 2HT
	112		SHELDRAKE CLOSE	E16 2HT
	114		SHELDRAKE CLOSE	E16 2HT
	116		SHELDRAKE CLOSE	E16 2HT
	120		SHELDRAKE CLOSE	E16 2HT
GLEN HOUSE		FLAT 21	STONE STREET	E16 2LJ
GLEN HOUSE		FLAT 22	STONE STREET	E16 2LJ
GLEN HOUSE		FLAT 29	STONE STREET	E16 2LJ
GLEN HOUSE		FLAT 30	STONE STREET	E16 2LJ
GLEN HOUSE		FLAT 25	STONE STREET	E16 2LJ
GLEN HOUSE		FLAT 26	STONE STREET	E16 2LJ
	44		WINIFRED STREET	E16 2HX
	50		WINIFRED STREET	E16 2HX
	52		WINIFRED STREET	E16 2HX
	54		WINIFRED STREET	E16 2HX
	56		WINIFRED STREET	E16 2HX
	94		WINIFRED STREET	E16 2HX
	96		WINIFRED STREET	E16 2HX
	100		WINIFRED STREET	E16 2HX
	102		WINIFRED STREET	E16 2HX
	104		WINIFRED STREET	E16 2HX
	106		WINIFRED STREET	E16 2HX
16A			WOODMAN STREET	E16 2HF

20A			WOODMAN STREET	E16 2NF
26A			WOODMAN STREET	E16 2NF
28A			WOODMAN STREET	E16 2NF
34A			WOODMAN STREET	E16 2NF
36A			WOODMAN STREET	E16 2NF
44A			WOODMAN STREET	E16 2LS
52A			WOODMAN STREET	E16 2LS
58A			WOODMAN STREET	E16 2LS
60A			WOODMAN STREET	E16 2LS
68A			WOODMAN STREET	E16 2LS
76A			WOODMAN STREET	E16 2LS
	9		WOODMAN STREET	E16 2LN
	16		WOODMAN STREET	E16 2NF
	16		WOODMAN STREET	E16 2LL
	20		WOODMAN STREET	E16 2NF
	26		WOODMAN STREET	E16 2NF
	28		WOODMAN STREET	E16 2NF
	34		WOODMAN STREET	E16 2NF
	36		WOODMAN STREET	E16 2NF
	44		WOODMAN STREET	E16 2LS
	52		WOODMAN STREET	E16 2LS
	60		WOODMAN STREET	E16 2LS
	68		WOODMAN STREET	E16 2LS
	76		WOODMAN STREET	E16 2LS

	34		CLAREMONT CLOSE	E16 2UR
	64		CLAREMONT CLOSE	E16 2LR
	65	FLAT 6	CLAREMONT CLOSE	E16 2LR
	65	FLAT 8	CLAREMONT CLOSE	E16 2LR
	65	FLAT 9	CLAREMONT CLOSE	E16 2LR
	45		FELDKSTOWE COURT	E16 2RR
	46		FELDKSTOWE COURT	E16 2RR
	29		GRENADIER STREET	E16 2LD
DUNEDIN HOUSE		FLAT 31	MANWOOD STREET	E16 2LA
DUNEDIN HOUSE		FLAT 43	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 44	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 51	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 52	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 47	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 48	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 59	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 60	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 55	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 56	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 67	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 68	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 63	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 64	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 39	MANWOOD STREET	E16 2LA
DUNEDIN HOUSE		FLAT 40	MANWOOD STREET	E16 2LA
DUNEDIN HOUSE		FLAT 71	MANWOOD STREET	E16 2LB
DUNEDIN HOUSE		FLAT 72	MANWOOD STREET	E16 2LB
	118		SHELDRAKE CLOSE	E16 2HT
	106		WINIFRED STREET	E16 2HX



# ANNEXURE 11

## **London City Airport** Wake Turbulence Study

Final Report  
December 2010

## **Halcrow Group Limited**

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## Executive Summary

1. The purpose of this study is to satisfy obligations in the Section 106 Agreement (S106) which accompanies the planning permission (07/01510/VAR) granted by the London Borough of Newham (LBN) on 9 July 2009 for an increase in permitted annual aircraft movements to 120,000. The S106 planning agreement requires London City Airport (LCY) to submit a Wake Turbulence Study to LBN by 8 January 2011 for approval. The purpose of the study is to investigate any damage arising to buildings around the Airport as a result of wake turbulence, together with recommendations (to the extent necessary) to address such damage or the risk of such damage and procedures that should be adopted in order to handle any claims for compensation arising from such damage.
2. Because damage has only been reported at one location near LCY the assessment of risk must be based on a combination of empirical research and experience from airports with a record of turbulence damage. The sensitivity of the issue makes access to data on vortex damage incidence at other airports difficult. Studies have therefore had to rely on sources in the public domain, including industry and academic research, public inquiry evidence, and airport publications such as consultative committee minutes.
3. A review of research into wake vortex generation and behaviour indicated the impracticality of quantifying vortex damage risk by empirical methods. To cause damage at ground level the initial energy of an aircraft vortex must be preserved as it descends, so that air speeds within it are sufficient to generate air pressures that can lift roof tiles. The process of vortex decay and dispersal of that energy is sensitive to a number of factors, particularly weather conditions. While research has made vortex generation and initial physical characteristics reasonably predictable, their behaviour between aircraft and ground remains uncertain. It is not, therefore, feasible to quantify empirically how many vortices will reach ground level with potentially damaging energy or how many of those will cause actual damage.
4. The assessment of vortex damage risk around LCY has therefore been based on statistics of damage from there and other airports and comparison, between those airports and LCY, of the factors that affect damage incidence. Data has been gathered from seven UK airports where vortex damage is known to have occurred,



including Heathrow, which has by far the highest incidence, but also airports with traffic and other characteristics closer to those of LCY.

5. The study examined the causes of aircraft wake vortices and their effects, in terms of property damage and wind speeds and noise perceived by people on the ground. All aircraft in flight generate vortices all the time. The strength of the vortices is proportional to aircraft weight and inversely proportional to wingspan and airspeed. The highest energy and most persistent vortices are generated by large aircraft flying slowly, which is typical of aircraft on approach to landing.
6. Vortices decay as they descend to ground, so the lower the aircraft the shorter the descent time and the greater the chance of a vortex reaching the ground with enough energy to cause damage. The very great majority of damage incidents are therefore experienced beneath the approaches to a runway, with the frequency and concentration of strikes generally increasing closer to the threshold. Damage is almost entirely confined to traditionally-built roofs, and consists of the displacement of slates or tiles. It can be avoided by the application of additional nailing or special clips to tiles, to better resist lifting forces.
7. Research at Heathrow has shown a strong correlation between damage incidence and two factors; weather conditions and aircraft size. Damaging strikes occur most frequently when conditions are calm, because there is then less natural air turbulence to encourage dispersal of vortex energy. Larger, heavier aircraft generate the highest vortex air speeds and suction forces, making the preservation of damaging energy levels more likely. However, while Heathrow's record certainly indicates the majority of damaging strikes are caused by large, wide-bodied aircraft, evidence from other airports shows that smaller aircraft can and do cause vortex damage.
8. Available records from six airports were analysed to derive a rate of damaging strikes per 1,000 aircraft arrivals. These ranged from 2.30 strikes/1,000 arrivals at Heathrow to 0.04 at Belfast City. Because property damage can only occur if the vortex falls in a developed area, these strike rates were then adjusted to take account of the differing degrees of residential development beneath the approaches to the runways concerned and the amount of developed land around LCY. This gave a potential annual number of damaging strikes for the LCY situation (at 120,000 annual ATMs) ranging from 78/year based on the Heathrow rate to 2/year using the Belfast City rate and 5/year based on the strikes to date at LCY itself.

9. Clearly, there are major traffic, operational and physical differences between Heathrow and LCY which will affect the likely strike rate; particularly maximum aircraft size and glide slope angle. Heathrow has a very high proportion of large aircraft, whereas the A318 (one fifth the weight of a B747) is the largest seen at LCY and the majority are smaller types. Other airports with significant strike rates, such as Birmingham and Manchester, also serve wide-bodied aircraft. The glide slope at LCY is  $5.5^\circ$ , while the standard elsewhere is  $3^\circ$ , putting LCY aircraft about 80% higher at any point on final approach and correspondingly increasing vortex decay time. The only damage location at LCY is very close to the runway threshold. Taking these factors into account, it is considered that the potential strike rate at LCY will be at the low end of the range of rates seen elsewhere. Comparison with the rate from Southampton, with further adjustment for site-specific factors, indicates a worst case potential damage rate at LCY of 2 or 3 strikes/year. If all available land beneath the approaches was to be developed with traditionally-built houses, this rate would be expected to increase. In practice, it is unlikely that all land in these areas can or will be developed or that such development would be of a type susceptible to roof damage.
10. Consideration of the air speeds likely to be generated by vortices at ground level, against established criteria for public safety, indicated that physical disturbance of people in the open by vortices is very unlikely. It is likely, however, that people in areas near the runway will perceive vortices, particularly in calm weather, by brief increases in air movement and their characteristic noise.
11. The study clarifies that liability for damage or injury caused by the operation of an aircraft lies with the aircraft owner. Because it is usually difficult or impossible for a property owner to identify the aircraft which generated a damaging vortex, and so claim under property insurance, most airports where incidents are common have voluntarily established schemes to repair damage at no cost to the owner. In most cases this includes reinforcement of the roof to resist further strikes. All these schemes are limited to private residential property.
12. The study concludes with proposals for implementation of a vortex damage repair scheme at LCY, and provides details of schemes in place at other airports. It is proposed that claimants for roof damage are offered repair and strengthening of the roof against future strikes. Pre-emptive or blanket roof replacement is not considered appropriate at the anticipated low rate of incidence.

13. The need for publicity about the scheme is emphasised, both to facilitate access for claimants and to explain the causes and nature of vortices to reassure the general public. The need for independence in assessing claims is also noted. Because structural damage, although relatively minor in most cases, has some potential to lead to injury, LCY may wish to consider the inclusion of personal injury and third party cover in any scheme.
14. Any risk of damage will be reduced if the number of susceptible roofs in the area is minimised. The London Boroughs of Newham and Greenwich might consider conditioning future development consents in a defined area, or issuing advisories, drawing attention to the potential for damage and the advantages of using vortex-resistant roof coverings.



# 1

## Introduction

### 1.1

#### 1.1.1

#### *Scope*

This report details work commissioned by London City Airport (LCY), the scope of which was set out in an invitation to Halcrow Group Ltd issued on 02.11.09. The purpose of this study is to satisfy obligations in the Section 106 Agreement (S106) which accompanies the planning permission (07/01510/VAR) granted by the London Borough of Newham (LBN) on 9 July 2009 for an increase in permitted annual aircraft movements to 120,000. The S106 requires London City Airport (LCY) to submit a Wake Turbulence Study to LBN by 8 January 2011 for approval. The Study is defined in the S106 as:

**“an investigation into any damage arising to buildings surrounding the Airport as a result of Wake Turbulence, together with recommendations (to the extent necessary) to address such damage or the risk of such damage and procedures that should be adopted in order to handle any claims for compensation arising from such damage” (Definitions, p.18)**

LBN's requirements were discussed further in a subsequent telephone conversation between Halcrow and LBN's representative (see Appendix A). This confirmed that, at that time, there was no record of wake vortex damage at LCY and that only one expression of concern about this issue had been received. LBN's expectations of this study were discussed and confirmed as centring on assessment of the extent of any vortex problem and the measures should be put in place to deal with any future complaints or damage.

### 1.2

#### *Experience*

The Halcrow Group has provided consultancy services relating to wake vortex risk on a number of projects for BAA. These include; Third Party Risk inputs to the EIA for the proposed second runway at Stansted; Third Party Risk scoping studies for the Gatwick North Terminal Expansion; and, currently, Third Party Risk planning and EIA inputs to BAA's proposals for a third runway at Heathrow.

### 1.3

#### 1.2.1

#### *Approach*

Experience indicates that the extent to which wake vortex damage is likely to be seen around an airport is highly site-specific. In broad terms, vortex damage incidence is related to the number of aircraft movements, aircraft types operating, topography, building types and weather. With so many variables involved, the

situation is obviously complex and there is no established theoretical or practical methodology for predicting damage incidence at any given airport.

- 1.2.2 There exists a substantial amount of research information – mainly into vortex generation but also some into damage effects – and experience of damage and remediation from such sites as Heathrow. Our approach has therefore been based on assembling relevant and usable research and incidence data, and using our expertise and experience to synthesise from it a robust assessment of likely damage incidence. Based on the level of risk, we have considered which of the available approaches to mitigation and claim management would be most appropriate to this case.

#### **1.4** *Sources*

- 1.3.1 The information used in this study has been gathered from sources in the public domain. Vortex damage is a sensitive issue and, while most or all airport operators where the problem exists have accepted the responsibility for compensation, they are generally unwilling to publish detailed information on incidence or location. Nor is there any statutory requirement for them to do so.

- 1.3.2 The material used is taken, therefore, from published research work, planning inquiry records, and various internet sources. References are given throughout.

## 2

## Causes of Wake Vortex

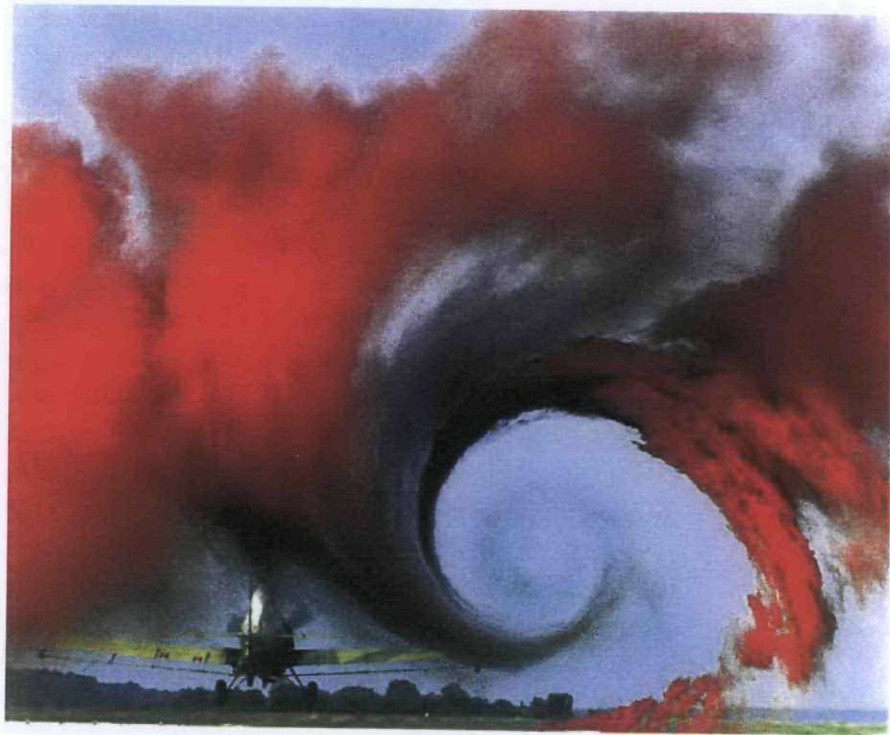
### 2.1

#### 2.1.1

#### *Vortex Generation*

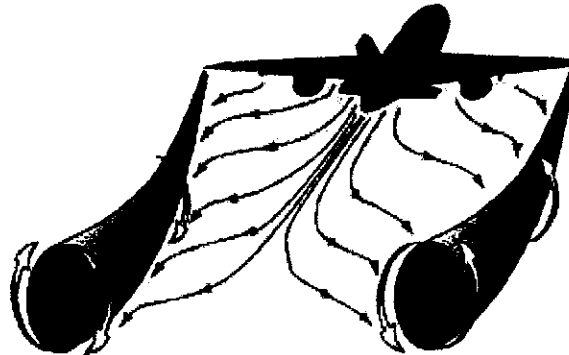
In generating the lift forces necessary to allow an aircraft to fly, its wings generate movements in the volume of air through which the aircraft passes. The most significant of these are spiralling movements of air flowing from each wingtip. These pairs of wake vortices trail behind the aircraft and tend to descend as they rotate, eventually dissipating into the general air turbulence. The picture below shows a wingtip vortex (in this case from a light aircraft during vortex research) visualised by injecting coloured smoke, and the sense of rotation of a pair of vortices is indicated in the diagram that follows it.

Figure 2-1: Wake Vortices Visualised for Research Purposes





**Figure 2-2: Rotation of Wake Vortices**



Source: Ref 1

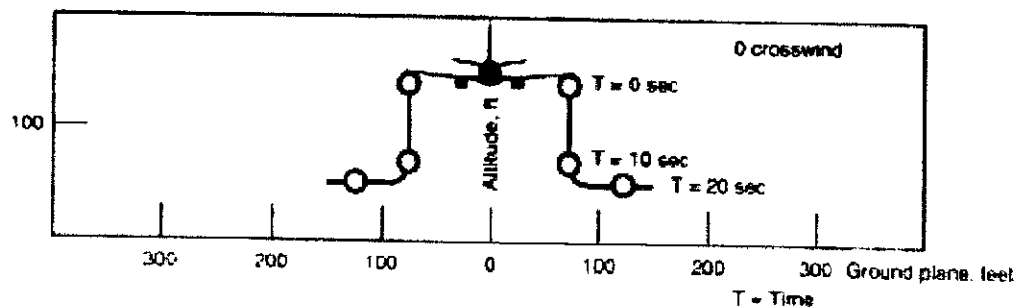
- 2.1.2 The tangential speed of the air circulating in the vortex can be very high relative to the surrounding air and air pressure within the vortex is reduced below atmospheric. Vortex diameter is relatively small at the point of generation and increases over time.
- 2.1.3 Vortices are an unavoidable consequence of aerodynamic lift and are generated by all aircraft in all phases of flight. Their existence has been recognised since the earliest days of flight but became a safety issue with the introduction of large, wide-bodied aircraft. If a following aircraft flies into a vortex generated by a large aircraft, aerodynamic forces can upset its stability. If the following aircraft is a small one, the consequences of an upset can be serious. A great deal of research effort has subsequently gone in to describing the generation, movement and decay of wake vortices. Aircraft manufacturers have sought ways to reduce vortex generation through wing design, but most research has been into operational measures to reduce the likelihood of aircraft flying into vortices.
- 2.1.4 It is believed the issue of damage to buildings first arose at Heathrow as larger aircraft came into service there. Research into this aspect of aircraft vortices has focused on Heathrow, as the UK airport with by far the highest incidence of property damage due to vortex strikes.
- 2.1.5 Property damage occurs when a vortex generated by an aircraft at low altitude survives long enough to reach the ground, and with sufficient remaining air velocity to generate damaging suction forces. While all aircraft generate vortices, only a very small proportion reach ground level with enough energy left to cause damage.

2.2  
2.2.1

### ***Vortex Behaviour***

Vortices are generated at the aircraft wingtips as they move through the air and, as the aircraft moves on, the vortex pair is left behind and immediately begins to descend at several hundred feet per minute. If generated at altitude, the vortices from a large aircraft will stop descending after falling about 500 to 900 feet. If the aircraft was at relatively low altitude, the vortices will fall to about 100 to 200 feet above the ground, where they will stop descending and begin to separate laterally. The following diagram illustrates this low-altitude behaviour and shows the approximate timings of vortex movement.

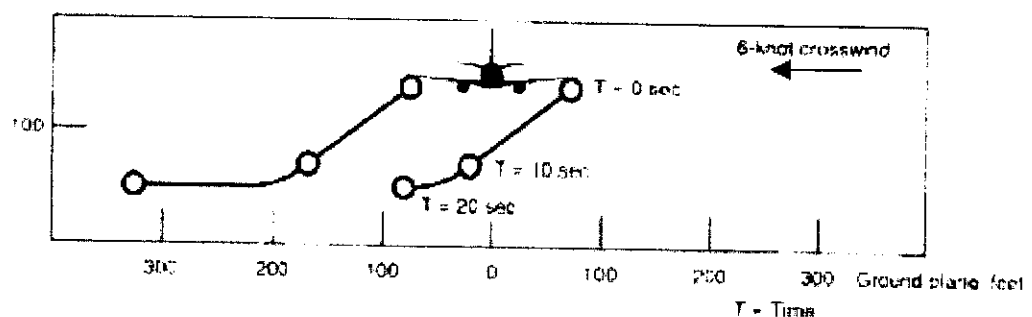
**Figure 2-3: Movement of Vortices from a Low-flying Large Aircraft**



Source: Ref 1

If there is a crosswind component, the vortices will drift laterally, as illustrated below for a 6kt wind.

**Figure 2-4: Lateral Drift of Vortices in a Crosswind**



2.2.2

Throughout its descent and drift the energy of the vortex will gradually increase in diameter and its air velocities will reduce, and it will dissipate, through friction and interaction with the background turbulence of the air. Strong winds and

turbulence caused by the wind blowing over ground features tend to accelerate vortex decay.

- 2.2.3 Whether a vortex persists for sufficient time and with sufficient energy to cause damage at or near ground level depends on its energy at generation, the height at which it originated and weather conditions. A ground level vortex strike is more likely to occur and be damaging when conditions are still and the aircraft low. The initial strength of the vortex is proportional to the aircraft's weight but reduces with aircraft speed and wingspan. The strongest vortices are therefore generated by heavy aircraft flying at low speed, as during approach and take-off.
- 2.2.4 The use of lift-enhancing wing devices such as flaps and slats can affect vortex generation. Extended flaps generate their own vortices, which interact with those from the wingtips, which tends to increase turbulence and encourage dissipation of the vortices.
- 2.2.5 Increasing numbers of aircraft types today are fitted with winglets, including many operating at LCY, such as the A318, Embraer 170 and 190. The primary function of these wingtip devices is to improve fuel economy by reducing the drag induced at the wingtip. For this reason they are designed to have their optimum effect at cruise speeds. Winglets have the secondary effect of reducing the intensity of wingtip vortices, but the magnitude of this effect at landing speeds is difficult to quantify. It is reasonable to assume, however, that the vortices generated by winglet-equipped aircraft will be of lesser intensity, and therefore less likely to cause damage at ground level, than those from equivalent aircraft not so equipped.



## 3

## Effects of Wake Vortex

### 3.1

#### *Incidence*

#### 3.1.1

To consider the potential effects of wake vortex it is necessary to look at airports where vortex damage is a known problem and which therefore provide a body of data. In making any comparisons with other airports it should be kept in mind that LCY has many features that differentiate it from them. First, there has been only one confirmed case of vortex damage at LCY. Second, the mix of aircraft types in use at LCY is narrow and in the lower range of public transport aircraft size; the largest being the A318. Third, aircraft approaching LCY do so on a much steeper glide slope than is used at any other UK airport, which means the vortices they generate have more time to decay before reaching the ground.

#### 3.1.2

The largest single concentration of vortex damage incidence, far in excess of the numbers seen at any other site, is at the UK's busiest airport; Heathrow. A scheme to repair and replace roofs in residential areas off the runway ends has been operated by BAA at Heathrow since 1993. Numbers affected are not available but one source (Ref 2; 5.1) states a figure in 1998, after five years of the Heathrow scheme, of 1,741 properties re-roofed. Current literature relating to the Heathrow repair scheme claims an incidence of less than 0.01% of aircraft movements, while Birmingham puts incidence at 0.005%.

#### 3.1.3

Heathrow is not the only airport to experience building damage due to vortex strike. Property repair schemes have been set up at Birmingham and Manchester Airports, where about 250 and 500 properties respectively have been re-roofed. A small number of cases have been dealt with at Stansted. A small number of cases have been reported at Southampton Airport (14 cases up to 2008), and a single case of damage occurred at Belfast City Airport in 2009. The one confirmed case of damage due to vortex strike at London City Airport was reported in May 2010.

#### 3.1.4

Because all aircraft generate vortices an increase in the number of aircraft movements overflying an area will tend, all other factors being equal, to increase the likelihood of vortex strike over a given period.

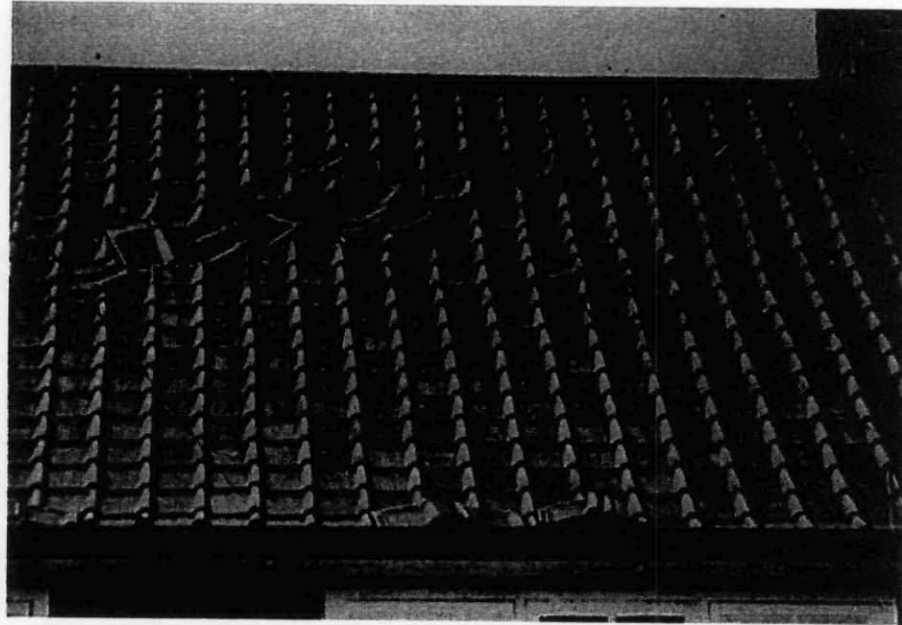
### 3.2

#### *Damage Characteristics*

#### 3.2.1

The great majority of vortex damage incidents involve the disturbance or complete displacement of tiles or slates on the roofs of traditionally-constructed houses. As distinct from 'normal' damage due to high winds, vortex damage is characterised by its pattern and location on a roof. The image below shows a typical case.

Figure 3-3: Typical Roof Vortex Damage



Source: Ref 3

3.2.2 The disturbance of tiles is confined to the central area of the roof, as opposed to the edge or ridge damage usually seen after high winds. Tiles are lifted and rotated, with some completely displaced. In some cases tiles will slide down the roof, as here, and may fall off completely, causing damage to other parts of the building, such as conservatories or garages. Some incidents have resulted in consequential damage to cars and other property by falling debris.

3.2.3 A tile or slate roof can be made proof against vortex damage by fastening the individual elements down to the roof framework by means of purpose-designed clips or nailing systems. This prevents the initial lifting of the tiles by vortex suction and preserves the interlock between elements.

3.2.4 As far as can be ascertained from publicly available information (which evidently is limited by commercial confidentiality and the sensitivity of the issue) there have been no cases of personal injury due directly to vortex strike or to falling debris caused by a strike.

### 3.3 *Wind Speed and Other Effects*

3.3.1 The speed of air movement in a vortex descending to ground level could cause discomfort to or physical disturbance of people out of doors, for example walking

or cycling. If the vortex component adds to a significant natural wind speed its disturbing effect could be amplified. We have found no evidence, at LCY or elsewhere, of such effects causing sufficient disturbance to give rise to complaint to an airport operator. We have found no evidence, at LCY or elsewhere, of vortices leading to personal harm, by either immediate cause or any long-term effect.

### 3.3.2

If the relative high rotational speed and coherence of vortices are preserved long enough to reach ground level, a characteristic noise may be perceived. This may be described as a whine or whistle accompanying the increased air movement, which lasts up to a few seconds. There is no evidence of research into whether such noise causes annoyance to people.



## 4

## Risk

### 4.1

#### *Current Situation*

#### 4.1.1

There has been one case of damage to a building near LCY as a result of aircraft wake vortex. One expression of concern about possible damage, disturbance and noise due to vortices has been received by LCY [REDACTED], 02.07.08 relating to West Thamesmead Riverside).

#### 4.1.2

The one case reported at LCY, in May 2010, was of damage to the roof of an office and shower block in the marina at Gallions Point, immediately east of the threshold of Runway 27. The location is illustrated in Figure 4.1 and is approximately 750m from the threshold and about 20m right of centreline.

**Figure 4.1: Damaged Building in Marina**



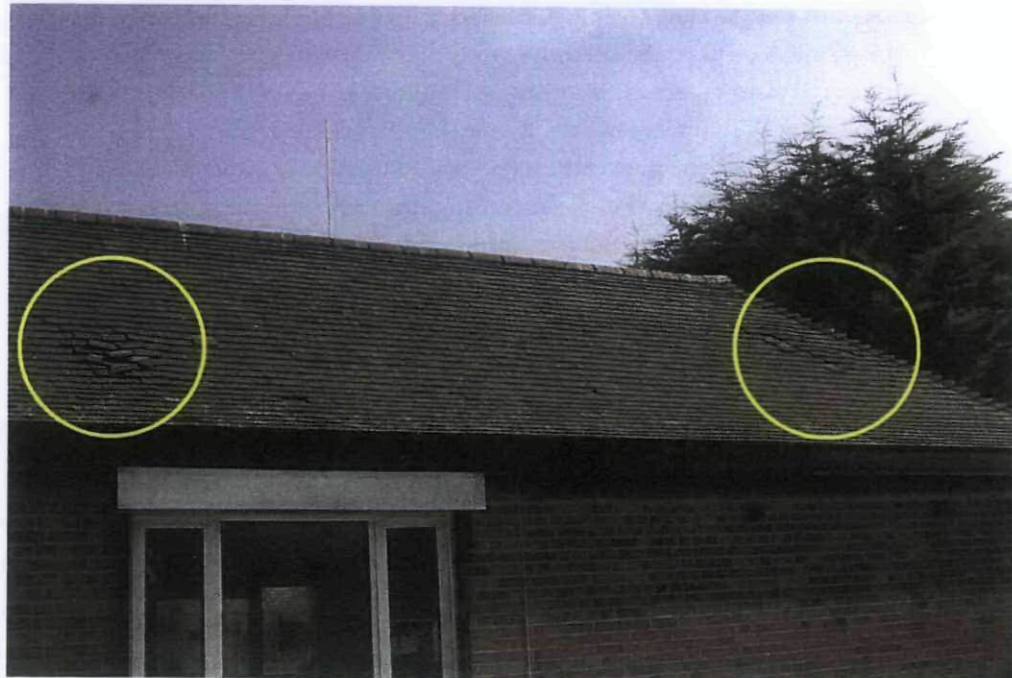
#### 4.1.3

The roof of this single-storey building is of traditional tiled construction and, as shown in Figure 4.2, the damage appears to be typical of that caused by a wake vortex strike. The disturbance of tiles appears to be confined to the aspect of the roof closest and parallel to the extended runway centreline. This roof has in fact suffered more than one strike. As shown in Figure 4.3, there are two distinct areas of damage. There is evidence (from another, copyright source) that the damage area at the east end of the roof, on the right in Figure 4.3, pre-dates the damage reported in May 2010. Although the building is in almost daily use, the disturbance to the roof tiles is slight and therefore had not been noticed until the detailed examination in May 2010.

Figure 4.2: Main Area of Damage to Roof of Marina Building



Figure 4.3: Areas of Damage



4.1.4 Given the length of time that LCY has been operating and this evidence of only one or two strikes, the current level of risk of vortex damage must be considered low. As the following sections show, however, a historical absence or very low incidence of damage does not guarantee future freedom from such incidents. There is currently little development close to LCY of the type of property susceptible to vortex damage. It is possible that potentially damaging vortex strikes do occur here but have no discerned effect because much of the area is river, docks or undeveloped land.

4.1.5 We attempt below to assess the likely future level of vortex strikes around LCY and their potential to cause property damage. Potential effects on people are also considered.

## 4.2 *Components of Risk*

4.2.1 The risk of damage being caused by aircraft wake vortex is made up of two elements;

- the probability of a vortex arriving at or near ground level with adequate energy to cause damage, and
- the presence of buildings susceptible to damage by the vortex.

4.2.2 These two elements are, obviously, connected, in that the energy needed to cause damage will depend on the strength or integrity of the structure concerned. Virtually all cases of damage recorded, at Heathrow and elsewhere, relate to the displacement of roof tiles or slates. Disturbance of tiles and slates requires relatively low forces because each component of the roof structure is relatively light and not strongly fixed to the underlying structure. Typically, slates or tiles are nailed at one or two points and resistance to natural wind forces relies substantially on the interlock between individual tiles. Research has shown (Ref 3; 7) that, because strong vortex forces act only over a very small area, roofing elements larger than about 1m<sup>2</sup> or sheet-type roof systems will not be affected.

4.2.3 If land beneath runway approaches is undeveloped, or if development is of a non-susceptible nature, damage by vortex is highly unlikely. Non-susceptible development includes residential development that does not have traditional tiled or slate roofing, and industrial or commercial buildings roofed with large-component or sheet roof systems. Such roof systems are made of heavy individual components or light metal or composite sheeting, which are strongly attached to the roof framework.



- 4.2.4 Whether development is present or not, there remains the possibility of disturbance of people by increased air speed or noise.
- 4.2.5 Our assessment of risk therefore focuses on the likelihood at LCY of vortices reaching the ground with sufficient remaining energy to present a risk of damage or disturbance. This considers the following factors:
- Vortex generation and strength
  - Vortex decay
  - Weather
  - Location.

### 4.3 *Vortex Generation and Strength*

- 4.3.1 All aircraft in flight generate vortices. The strength or intensity of the vortex is in simple terms proportional to the weight of the aircraft and inversely proportional to its wingspan and its airspeed. In broad terms, the heavier and slower the aircraft, the stronger the vortex. Aircraft are moving at their slowest on approach to landing, so the strongest vortices are likely to be seen when aircraft are descending close to the ground.
- 4.3.2 Evidence indicates that the very great majority of damaging strikes occur on approach to landing. There is some evidence that go-arounds can lead to strikes, as aircraft are likely to be at low altitude and in a 'clean' wing configuration after aborting a landing, but the number of such incidents is likely to be very small compared to landing cases.
- 4.3.3 Although aircraft tend to be at their heaviest on take-off, because of high fuel loads, speeds are also higher, reducing vortex strength. Vortex strength is also affected by the use of lift-enhancing wing devices such as flaps and slats. These are almost invariably used on landing and they produce their own vortices, which can interact with those from the wingtips to introduce turbulence and reduce the coherence of the resulting vortices. This effect tends to reduce vortex strength and accelerate decay. Deployment of the landing gear will also increase the turbulence of the air behind the aircraft, further contributing to vortex decay (Ref 4; p11). Early research into vortex generation using actual flight tests (e.g. Ref 5; p46) showed that aircraft in a 'clean' configuration, without flaps and with landing gear stowed, generate the most coherent and long-lasting vortices.

#### 4.3.4

An indicator of the energy contained in a vortex is the quantity referred to as 'circulation' ( $\Gamma$ ). Also, the tangential velocity of the air circulating in the vortex is an indicator of its potential damaging power. At the point of generation the circulation of vortices from aircraft of different sizes can be compared, at typical approach speeds (see Appendix B for details). Tangential air velocity at a given diameter can similarly be compared.

**Table 4.1: Vortex Circulation and Velocities**

Aircraft	Max landing weight Kg	Vortex circulation m <sup>2</sup> /s	Tangential air velocity at 5m dia. Knots
B747-400	285,764	637	78
Avro-RJ85	38,556	267	33

#### 4.3.5

It is generally believed that damaging strikes are caused only by large, wide-bodied aircraft. A correlation between vortex strikes and wide-body numbers has been demonstrated in the past at Heathrow (Ref 6). However, evidence of strikes at airports where such aircraft do not operate, such as Southampton, Belfast City, and recently at LCY, indicates that smaller aircraft can cause damaging strikes in certain conditions. The figures shown above support an assumption that smaller aircraft produce vortices with substantially lower energies and air velocities, which are less likely to persist long enough to reach the ground. It is therefore reasonable to suggest that the smaller the aircraft operating at an airport, the lower the probability of damaging vortex strikes.

#### 4.3.6

In this context, a connection might be imputed between the introduction to LCY of the current largest aircraft type, the A318, in September 2009 and the first report of vortex damage in early 2010. It should be stressed that there is no evidence of this or any other specific aircraft type being the source of the damaging vortex in that case. As the following sections indicate, there are many variables at play in the generation and characteristics of vortices and in whether they cause damage at any given location. The available data does not support any deterministic relationship between damage incidence and any one aircraft type, at LCY or any other airport.

### 4.4

#### *Vortex Decay*

#### 4.4.1

As soon as they are generated at the aircraft wingtip, vortices begin to decay. That is, their energy begins to dissipate, their diameter to increase and their internal air velocities to reduce. This decay has two primary causes; friction or shear forces

between the moving air in the vortex and the surrounding air, and disruption by the natural turbulence of the atmosphere.

4.4.2

In broad terms, atmospheric turbulence is caused by the wind blowing over the natural roughness of the ground, i.e. terrain, trees, buildings etc. It is present at almost any wind speed and acts in all directions; with the wind, at right angles to it and vertically.

4.4.3

Much research effort has gone into the investigation of vortex decay and movement, because of its importance in the avoidance of aircraft upset. Research sources appear to differ considerably in their conclusions on the 'life' of vortices, i.e. the time between their generation and their disappearance into the general background turbulence. Their rate of descent to ground level is also the subject of differing views. The research at Heathrow, where a house roof was instrumented to record vortex strikes (Ref 3), indicated that vortices were arriving at the test site about 8-12 seconds after generation. Given the location of the house some 1,400m from the threshold of Runway 27R, this indicates average vortex descent speeds of 1,500 to 2,300 ft/min. This is considerably faster than the speeds indicated in Reference 1 (see Figure 2.3). Other sources (e.g. Ref 4) indicate vortex lives measured in minutes and relatively slow descent rates. This work also notes that any degree of atmospheric turbulence will promote vortex decay and reduce the rate of descent, and that vertical temperature gradients in the air may significantly prolong vortex life.

4.5

#### ***Weather***

4.5.1

There is evidence (Ref 3; 2.1) that ambient air temperature, atmospheric pressure and humidity have little or no direct effect on vortex strength or life. This and other research establishes, however, a correlation between ambient wind speed and the incidence of ground level vortex strikes and damage. In the Heathrow study, over 70% of damaging strikes in a 2-year period were found to have occurred in wind speeds below 10kt (5m/s). During the 12-month instrumented roof experiment only one vortex strike occurred at the site in an ambient wind speed above 19.5kt (10m/s). It is clear that low wind speeds and particularly still conditions tend to prolong vortex life and allow time for more vortices with higher energies to reach ground level.

4.6

#### ***Location***

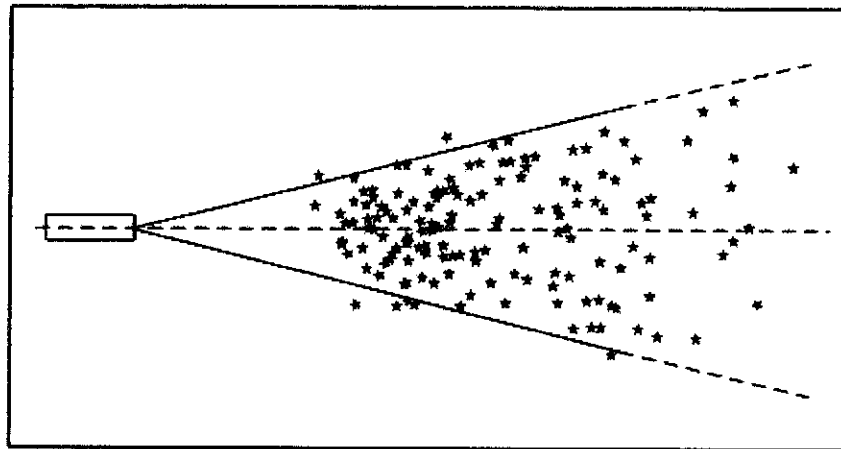
4.6.1

The closer a property lies to a runway the less time is required for a vortex from an arriving or departing aircraft to descend to ground level and the greater its retained energy. In general terms, therefore, the more likely the property is to sustain damage. However, records show that damaging vortex strikes can cover a wide



range of distance from the runway threshold and lateral distance from the extended centreline. It appears, as a result, that there is a 'funnelling' effect on damaging strike distribution; a high proportion of incidents occur in a relatively narrow area close to the runway, with fewer incidents spread over an area widening with distance from the runway, as illustrated in Figure 4.4. At Heathrow, 80% of damage cases recorded between 1988 and 1991 occurred within 2.1km of the runway end (Ref 2; 2.2). Other evidence (Ref 6; 3) indicates the very great majority of all Heathrow strikes up to 1990 falling within 4km.

**Figure 4.4: Illustrative Typical Distribution of Damaging Strikes**



4.6.2

The standard glide path for landing aircraft is set at 30, descending to the touch-down point (not the threshold). At Heathrow, for example, this puts arriving aircraft about 70m above the houses closest to Runway 27L, and about 250m above the centre of Hounslow. The density of residential development close to Heathrow's Runway 27R is illustrated in Figure 4.5.

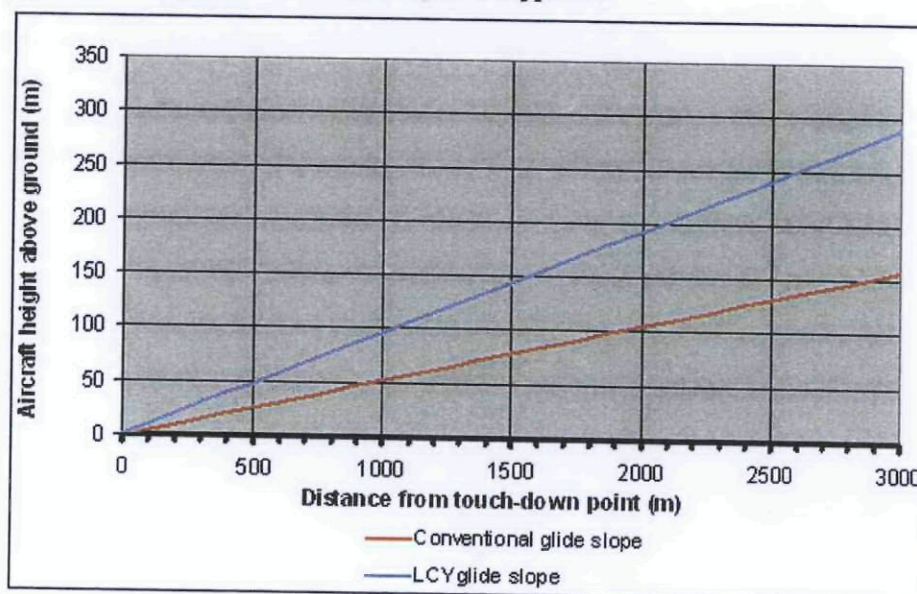
Figure 4.5: Development on Approach to Heathrow 27R



4.6.3

The glide path at LCY is set at  $5.5^\circ$ . At the same distance from touch-down, therefore, aircraft landing there will be significantly higher above properties, as shown in Figure 4.6.

Figure 4.6: Comparison of Aircraft Heights on Approach



4.6.4

At both Heathrow and LCY surrounding land is at approximately the same level as the runways. If there is high ground beneath an approach track, any property there is more likely to receive vortex strikes, as the time for a vortex to descend from the flight path to the ground is reduced. This is the case on the approach to Runway

02 at Southampton, where a number of damaging strikes have occurred in an area some 40m above runway level, or about 50m below the glide slope.

- 4.6.5 Vortices drift laterally in a crosswind, so strikes may occur some distance to either side of the extended centreline of the runway. Vortices moving laterally at low level will tend to decay rapidly in the more disturbed air close to the ground. This disturbed air close to ground features may also account for some buildings being struck relatively frequently while others nearby are not struck at all. Local features such as higher buildings, trees etc. may effectively shield some areas by causing rapid vortex decay (Ref 7; 1.3)

#### 4.7 ***Strike Incidence***

- 4.7.1 The available vortex research provides a basis for qualitative assessment of the likelihood of damaging vortices occurring at a given location, it does not support quantitative calculation of risk. While vortex characteristics at the point of generation may be calculated with some reliability, descent speeds, decay times and residual energy are subject to too many variables to allow prediction of when and where damaging vortices will come to ground.

- 4.7.2 Any estimate of future strike risk must rely on past experience at airports with a record of vortex damage, although the research may be useful in assessing the effect of site-specific factors such as terrain. As there have been only two strikes at LCY, we have to rely on available data from airports with a record of damage. As already noted, the data available - particularly recent data - is limited due to commercial confidentiality, but Table 4.2 summarises what can be found.



**Table 4.2: Historical Vortex Incidence**

<b>Airport</b>	<b>Vortex repair scheme</b>	<b>Incidence of damage</b>	<b>Aircraft traffic volume, annual movements approx.</b>	<b>Sources of data</b>
Heathrow	Established 1974. All verified cases repaired and roof strengthened. All roofs replaced in streets where > 65% houses struck.	Current level unknown. Up to 1998, 1,741 properties re-roofed. 714 in 27 months to March 1991 = av. 317/yr.	470,000	Ref 3; 2.1
Stansted	Ad hoc scheme. All verified cases are repaired.	8 damage strikes between August 03 and August 07	170,000	Ref 8
Birmingham	Properties are only re-roofed if damaged.	250 properties re-roofed as at 200, 117 at Sept 2006. So 133 in 2 yrs 2007, 2008. Kitts Green and Tile Cross areas?	102,000	Press Ref 9, 10
Manchester	Scheme areas are defined under approaches to 05L, 05R and 23R. All verified cases are repaired, but re-roofing only in defined scheme areas.	ACC Report 2007 quotes 500 roofs replaced. Only 23R is significantly built-up.	191,000	Ref 11
Edinburgh	All verified cases are repaired.	No data available.	113,000	ACC Ref 12
Southampton	Ad hoc scheme. All verified cases are repaired.	14 events between 1998-2008, 3 in 2008. Bitterne Park area identified.	44,000	ACC Ref 13, 14, 15
Belfast City	No scheme	1 incident reported; Parkgate Crescent, August 2009	40,000	Ref 16
LCY	No scheme	2 incidents (only one reported) Gallions Point Marina, May 2010	70,000	LCY

4.7.3 As can be seen, little of this data is entirely up to date and substantial approximations have been necessary. No data on numbers of incidents can be found for Edinburgh so no estimate of incidence per arrival is possible there.

4.7.4 Using the data in the table, broad estimates can be made, for each airport, of the rate of damaging strikes expressed per arrival Aircraft Movement (Table 4.3). In most of these the estimate is based on the number of strikes in a known period. For Belfast City and LCY, with only one or two incidents, the rate is assessed on the basis of 10 years' traffic, using two strikes for LCY. Estimates are based on the number of landings (see 4.3.5) using the approach beneath which all or the majority of strikes occurred.

**Table 4.3: Estimated Damaging Strikes per Arrival**

<b>Airport</b>	<b>Damaging strikes per 1000 Arrival ATMs</b>
<b>Heathrow</b>	2.30
<b>Stansted</b>	0.02
<b>Birmingham</b>	2.38
<b>Manchester</b>	0.89
<b>Edinburgh</b>	No data
<b>Southampton</b>	0.19
<b>Belfast City</b>	0.04
<b>LCY</b>	0.01

4.7.5 As can be seen, the range of strike rates is extremely wide. Heathrow traffic contains a very high proportion of large, wide-bodied aircraft (approximately 34% in 2006). The Stansted rate is very low, but residential development beneath the approaches there is extremely sparse.

4.7.6 Birmingham and Manchester traffic will include a much lower proportion of wide-bodied aircraft but actual numbers are not known. The Birmingham rate appears inordinately high, and we believe the source of the numbers and periods used in the estimate is unreliable. The airport claims that 0.005% of flights (or 0.1 strikes

per 1000 arrivals) cause vortex damage. The Birmingham rate has therefore been discounted.

- 4.7.7 Neither Southampton nor Belfast City handle large aircraft, as their runways are too short, with take-off runs of 1,650m and 1,767m respectively. Traffic at both is confined to a maximum aircraft size of B737 and equivalents, and includes a high proportion of turboprops. As such, these two airports are probably the nearest equivalents to LCY, which has a take-off run of 1,199m and where the largest aircraft is the A318. The Belfast rate is based on a single reported case of damage in a period of scheduled operations there of over 20 years.
- 4.7.8 The 14 Southampton cases are believed all to have occurred in an area of high ground beneath the south approach. Property in this area is up to 40m above runway level, which will tend to substantially reduce vortex descent and decay times.
- 4.7.9 Records indicate that vortex damage is a significant and ongoing issue at Heathrow, Stansted, Birmingham and Manchester, almost certainly attributable to both traffic growth and changes in aircraft fleets. Incidence at Southampton continued over a period of some years but has not persisted; it may have been due to operations of a particular aircraft type but no evidence is available to determine this. With only one or two incidents recorded it is not possible in the Belfast City or LCY cases to establish any airport-specific relationship between damage incidence and changes in traffic or other conditions. We have therefore projected the strike rates for all these airports onto the future situation at LCY, and applied knowledge of the similarities and differences between these airport operations to arrive at a likely future rate of incidence there.
- 4.7.10 The strike rate estimates need to be adjusted to take account of the degree of residential development of the land under the approach. Only traditional housing is significantly susceptible to damage. Potentially damaging strikes may occur but not be recorded because they fall on open land or areas of development that are not susceptible to damage, such as industrial or commercial zones. Rates have been adjusted in this way for the current land use situation around LCY, much of which consists of docks and the River Thames, and for a future worst case which assumes all currently undeveloped land beneath the approaches (excluding that within the PSZs) is used for traditional-style housing development. Details of the analyses are given in Appendix C.



- 4.7.11 The numbers of damaging strikes that might be expected in a year if these adjusted strike rates occurred at LCY are shown in Table 4.4. These figures assume a future LCY traffic volume of 120,000 Aircraft Movements/year.

**Table 4.4: Theoretical Annual Damaging Strikes Around LCY for Range of Estimated Strike Rates**

Strike rate based on...	Theoretical annual damaging strikes based on..	
	current level of development around LCY	potential max. residential development around LCY
<b>Heathrow</b>	78	139
<b>Manchester</b>	54	96
<b>Stansted</b>	20	35
<b>Southampton</b>	7	13
<b>Belfast City</b>	1.5	2.6
<b>LCY</b>	0.5	0.9

- 4.7.12 Application of the Heathrow strike rates to LCY would be unrealistic. While the available data does not support a definitive conclusion, vortex research and evidence from Heathrow (Ref 6; 7) clearly indicate that a very high proportion of damaging strikes are attributable to large, wide-bodied aircraft, which will not operate at LCY. Empirical analysis of vortex generation and strength supports this view. This will also be a factor in the Manchester rates, the data for which is, in any case, of uncertain accuracy. Stansted Airport has relatively few wide-body aircraft operating, but the low number of damage cases there and the sparseness of housing make extrapolation of Stansted rates to LCY unreliable.
- 4.7.13 The number of strikes at Southampton, Belfast City and LCY - albeit low at 17 in total - shows that smaller aircraft can and do cause vortex damage. The incidence at Southampton is almost certainly increased by the high terrain beneath the approach, but we believe this range of rates provides the only reasonable basis for assessing potential vortex damage incidence at LCY.
- 4.7.14 The terrain on both approaches to LCY is flat and aircraft approach on a glide slope of 5.5°. The descent-to-ground time at any point of a vortex generated by an aircraft approaching LCY would be almost twice that seen at the other airports, allowing a corresponding dissipation of vortex energy. The one damage location at LCY is very close to the runway and there have been no reports of damage in

developed areas further out. For these reasons, we believe the strike rates should be factored downwards to be applicable to LCY. We think it reasonable to assume a worst case, potential damage rate, with the current level of surrounding development at LCY, of 2 or 3 strikes at 120,000 aircraft movements per year.

4.7.15

If all the currently undeveloped land along the approaches was to be developed with housing, this rate could be expected to increase. Currently, only about 15% of residential development under the LCY approaches is single-family houses with traditional roofing (see Figure 4.4). The majority of this is in the Thamesmead area, over 2Km from the runway. Residential development would not be permitted in the PSZs. Furthermore, given the type of development recently seen in this area, it appears unlikely that future development would be single-family homes with traditional tiled or slated roofing. Significant growth in damage incidence due to development therefore appears unlikely.

**Figure 4.4: Development on the Approaches to LCY**





#### 4.8

##### *Disturbance Due to Wind Speeds*

##### 4.7.1

The generally accepted criteria for assessing the effect of wind speeds on people out in the open (the Lawson criteria, see Appendix D for details) indicate that conditions should be considered unsafe for the general public if a mean hourly wind speed of 15m/s (about 34mph, 29kt) is exceeded once per year. A wind speed of 15m/s corresponds to 7 on the Beaufort Scale, indicating a near gale. Weather records from LCY (Ref 17) indicate that, on the airport itself, natural wind speed is likely to exceed this value only about once per year.

##### 4.7.2

These criteria are mainly used for assessing wind environments in areas around buildings and relate to sustained, natural wind speeds acting over a wide area. Any contribution to the wind speeds experienced locally from aircraft vortices will be very short-lived and act over a very small area. Although very high air speeds are generated in the initial vortex, they reduce rapidly as it expands and descends. When a vortex reaches the naturally turbulent zone at ground level and around buildings or other features, it rapidly loses its coherence and the air velocities within it fall rapidly to those of the surrounding air.

##### 4.7.3

The research at Heathrow (Ref 3) showed that vortices striking roofs decayed completely within about one second or less. Air speeds within these vortices did, however, in many cases exceed 15m/s, albeit over very short distances. A vortex is likely to require less residual energy to be perceived by a person at ground level than would be required to cause roof damage. Perceptible vortices can therefore be expected to occur much more often than damaging vortices, but the



likelihood of a vortex retaining sufficient air speed for long enough to physically disturb a person appears very low.

- 4.7.4 People in the open are therefore likely to notice vortices but are very unlikely to be at risk from them. As with damaging vortices, the frequency and strength of perceptible vortices will be greater in areas closer to the runway and when calm weather conditions prevail.

#### **4.9                      *Noise***

- 4.8.1 No evidence was found that would allow vortex air speeds to be related to noise generation. It is known that aircraft vortices can produce a perceptible and characteristic noise but, as far as can be ascertained, there are no established criteria for relating such noise to disturbance or nuisance.

- 4.8.2 It is likely that noise will be a component of the perception of those vortices that do reach ground level in areas where people are out in the open, but any effect of such perception must remain highly subjective.

#### **4.10                    *Risk Summary***

- 4.9.1 The very low incidence of vortex damage to date around LCY is a good indicator of likely future incidence. The building damaged is very close to the runway threshold and almost directly beneath the approach centreline. It appears to be one of only two buildings of traditional roof construction within a kilometre of either runway end. A significant propensity for strong vortices to reach ground level over a wide area would be expected to have manifested itself in at least a few incidents in the existing areas of traditional housing further out along the extended centreline. However, those areas are relatively remote from the runway; future development of this sort closer to the runway ends might increase incidence.
- 4.9.2 Studies lead us to the view that LCY's characteristics - aircraft mix, glide-slope angle, surrounding land use and type of development - are likely to keep any future incidence of vortex damage to a low level.
- 4.9.3 It is likely that people in the open below the approaches will perceive vortices through air movement and sound, particularly if they are in areas close to the runway ends, and when weather conditions are calm. Such vortices are very unlikely to cause physical disturbance and any annoyance arising from their perception is a subjective matter.

## 5

## Mitigation and Compensation

### 5.1

#### *Liability*

#### 5.1.1

The responsibility for any damage or injury resulting from the operation of an aircraft rests with the aircraft owner. Section 76 of the Civil Aviation Act 1982 deals with liability of aircraft in respect of trespass, nuisance and surface damage. Section 76(2) provides that:

“Where material loss or damage is caused to any person or property on land or water by, or by a person in, or an article, animal or person falling from an aircraft while in flight, taking off or landing, then unless the loss or damage was caused or contributed to by the negligence of the person by whom it was suffered, damages in respect of the loss or damage shall be recoverable without proof of negligence or intention or other cause of action, as if the loss or damage had been caused by the wilful act, neglect or default of the owner of the aircraft.”

#### 5.1.2

On this basis an airport operator is not liable for damage or injury resulting from a vortex strike caused by an aircraft landing or taking off. However, because of the obvious difficulty a property owner has in identifying the aircraft involved, airports where vortex damage occurs have tended to take responsibility for property repairs and roof strengthening, without accepting liability for the damage. Information published by all airports offering a repair scheme clearly makes this distinction.

#### 5.1.3

As far as can be ascertained no airport operator in the UK has had to deal with any claim for personal injury arising from a vortex strike. The costs entailed in such a claim are, clearly, likely to be higher than those arising from property damage. As it is clear where liability rests under the Act, the airport's insurers are unlikely to be willing to cover such a claim. However, the precise time of occurrence of a personal injury incident is much more likely to be identifiable than that of property damage (which can occur when the property is unattended), making identification of the responsible aircraft a reasonable possibility. It is understood that the Heathrow vortex insurance scheme includes limited third party liability and personal injury cover (Ref 2; 3.2).

## 5.2

### ***Compensation Schemes***

#### 5.2.1

Published details of vortex damage compensation schemes, where these are known to be in place, are reproduced at Appendix E. Under the Heathrow scheme (and it is believed similar arrangements apply elsewhere) reports of vortex damage are initially examined by an independent assessor to verify cause and extent. The assessor is usually a building surveyor. Repairs are then carried out by a term contractor, selected by competitive tender. At airports where damage is infrequent repair work is likely to be let on an *ad hoc* basis.

#### 5.2.2

It is understood that all schemes apply only to residential property, not to commercial or industrial premises. In the Heathrow, Birmingham and Manchester cases, the scheme provides for the strengthening of any roofs that are repaired, to resist further strikes. The methods used to do this follow guidelines set out following research by the Building Research Establishment (Ref 18). Strengthening generally consists of installing new tiles retained by special clips and/or additional nailing.

#### 5.2.3

The Manchester scheme includes the concept of 'protected' areas. Damaged properties within a defined area off the end of each runway are offered a vortex resistant replacement roof. Outside these areas, damaged properties are repaired to their original specification. A very similar scheme is operated at Birmingham.

#### 5.2.4

In the Heathrow case, all verified claims result in immediate repairs followed up by roof strengthening (presumably when sufficient cases have accumulated to justify mobilisation of a contractor). Heathrow also designates 'blanket zones'; when 65% of properties on a road have suffered damage, all properties on that road become eligible for roof strengthening. It is believed that this policy has resulted in a steady reduction in the incidence of damage over some 20 years, despite growth in air traffic volume.

## 5.3

### ***Financing***

#### 5.3.1

It is not known whether the damage repair schemes identified are financed from airport revenues or via some form of insurance policy. The costs of administering a scheme, which must be substantial in the Heathrow case and significant at Manchester and Birmingham, are likely treated as an operating cost. Property repair and strengthening costs could, in principle, be met through an insurance arrangement but setting premiums would require an insurer to estimate the level of risk. This would be relatively straightforward at Heathrow, given the long historical database of incidence and the mature traffic levels. At airports with a



much smaller base of data, and certainly at LCY where incidence is likely to remain low, the potential liability may be too uncertain.

## 6 Recommendations

### 6.1 *Repair Scheme*

- 6.1.1 In view of the possibility of vortex damage in the surrounding area, and the provisions of the S106, LCY should establish a scheme to repair any property damaged by wake vortex from aircraft using the Airport. Local residents should be made aware of the scheme and procedures should be put in place to allow them ready access to it.
- 6.1.2 The S106 (at Schedule 7, Part 1, para 3) stipulates a procedure for dealing with vortex-related complaints, which may be regarded as a minimum requirement. We believe it would help to ensure an effective scheme if the actual terms and procedures could be agreed between LCY and the London Borough of Newham in light of this study.
- 6.1.3 The scheme should offer immediate repair and subsequent strengthening of any roof verified as being vortex damaged. As the incidence of such damage is likely to be low, we do not believe it would be necessary or cost effective to define a scheme coverage area or to replace roofs that have not been damaged.
- 6.1.4 LCY should consider, keeping in mind where liability for vortex damage actually lies, whether the scheme should include compensation for personal injury arising from the original incident, for occupants and/or third parties. In considering this, and in drawing up a form of agreement with property owners, LCY will wish to consult with its legal advisers and insurers.
- 6.1.5 The necessary components of a scheme would be:
- a published contact procedure for residents to report incidents and lodge claims
  - an assessor to inspect properties and verify the cause of damage as vortex strike
  - a contractor to carry out immediate making-safe and repair and subsequent roof strengthening
  - if personal injury cover is to be included, an appropriate insurance policy.
  - maintenance of a record of all claims and verified cases.

- 6.1.6 It is preferable that the damage assessor be an independent professional, to avoid accusation of bias in the event that a damage incident is judged not to be due to aircraft vortex.
- 6.1.7 The repair/strengthening contractor must carry appropriate operating insurance and provide an appropriate guarantee of materials and workmanship.
- 6.1.8 Record keeping should include, as far as practicable, time and date of incident, accurate location, nature and extent of damage, and repair cost. If it is possible to identify the aircraft movement causing the damage, the type of aircraft and the prevailing weather conditions should also be recorded. If possible, track and height data for the movement should be extracted from ATC recordings.
- 6.2** *Monitoring*
- 6.2.1 The number of complaints and claims relating to wake vortex should be periodically reviewed by LCY to ensure that any trends are identified. This should include reports or complaints about vortex wind speeds or noise, as well as damage claims.
- 6.2.2 If complaints or further damage claims are seen in the future LCY may wish to commission a further review of risk levels, or other studies to identify causes and mitigation measures. The S106 (at Schedule 7, Part 1, para 4) includes a requirement to revisit the studies detailed here, in the event that a new aircraft type is brought into scheduled service at LCY.
- 6.3** *Publicity*
- 6.3.1 The initiation of a repair scheme should be publicised locally and contact details, claim procedure and terms should be accessible via the Airport's Consultative Committee website. Material should be included to explain to the public what aircraft vortices are, how they behave and what effects people may notice. Publicity should make clear the actual liability for damage caused by aircraft and any limits LCY places on its undertakings regarding repair, compensation or personal injury.
- 6.4** *Future Land Development*
- 6.4.1 The Boroughs of Newham, Greenwich and Tower Hamlets should use the development control process to minimise the risk of vortex damage. Enforcement of the Public Safety Zone policy will prevent new residential development close to the runway approaches. The Boroughs should also consider conditioning all



consents for residential development within a defined area to ensure that roof structures are designed for resistance to vortex damage, or issuing advisories as to the risk of vortex damage and appropriate roof design measures. A reasonable area for such conditions or advice would be in the order of 5km from each runway end and 2km wide.

## **6.5**

### **6.5.1**

#### ***S106 Agreement***

Execution of this study meets the first requirement of the S106 Agreement. In order to meet the remaining requirements and set up an appropriate scheme, it will be necessary for LCY and LBN to agree the detailed terms of the scheme and the legal framework for its implementation.

## References

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2	R I Neil, Proof of Evidence, BAA/67, Heathrow Terminal 5 Inquiry, March 1998
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4	K M Butler, Estimation of Wake Vortex Advection and Decay Using Meteorological Sensors and Aircraft Data, Project Report ATC-201, Lincoln Laboratory, MIT, 28.09.93
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6	Aircraft Vortex Damage Mapping, Operational Research Report P90/420, Heathrow Airport Limited, February 1990
7	N J Cook, The designer's guide to wind loading of building structures, Part 1, Butterworths, 1985.
8	Stansted G2 Planning Application, Airport ES Vol. 13, Third Party Risk, BAA, March 2008.
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13	Southampton Airport Consultative Committee, Agenda and Minutes, 12 February 2009
14	Basingstoke Gazette 02.05.06, "Tiles ripped off in vortex from plane".
15	Basingstoke Gazette 25.06.04, "New approach to cut vortex damage risk".
16	BBC News Channel Northern Ireland, 14.09.09, "Plane probe over house roof smash".
17	Record of wind and temperature 10/2000 to 09/2001, London City Airport
18	BRE Digest 467, Slate and tile roofs: avoiding damage from aircraft wake vortices, P Blackmore, 06.06.02.

## **Appendix A: Telecon Halcrow/LBN**



<b>BETWEEN:</b>	Robin Whitehouse	<b>OF:</b>	LB Newham	<b>PHONE:</b>	02033 731845
<b>AND:</b>	N Kaberry	<b>DATE:</b>	23.02.10	<b>TIME:</b>	15:00
<b>PROJECT:</b>	LCY S106 Compliance: Wake Turbulence Study			<b>FILE:</b>	TFLLCY
<b>SUBJECT:</b>	LBN concerns, report content etc.				

- NK explained the purpose of the call; to confirm that Halcrow understands LBN's expectations of the Wake Turbulence Study and the subsequent report.
- RW explained that, although there was no body of complaint or major concern about wake turbulence (WT) effects, the matter had been raised in discussion of the LCY proposals, so it was necessary to consider and deal with it. He confirmed that LBN were not aware of any cases of damage as a result of WT but he understood that such remains a possibility, however remote.
- RW said that, in his view, the study was essentially about assessing the extent of the 'problem' and whether more needs to be done to deal with its possible effects.
- RW said the only complaint received was that from a [REDACTED], relating to a location to the east of LCY, on the far bank of the river but conveying general concerns regarding; the possibility of damage, perception of the presence of turbulence at ground level, and noise arising from WT. He said there had been no complaints from areas west of LCY or elsewhere.
- RW noted that the work was intended to provide a view of present and future risks, so needed to take account of possible future development around LCY. He said there are areas of intended development west of LCY, including Silvertown Quays, which is just south of the extended centreline. He also believes there is a consent in place for development on land to the east, in LB Greenwich.
- NK noted that development would not be permitted within the PSZs, but RW believed the proposed Silvertown Quays development may have a consent predating the PSZ, although only a very small part of the site would fall within it by 10-20m.
- RW said LBN is primarily concerned see put in place a legally-binding scheme which would avoid the need for owners of damaged property to pursue a claim for compensation through their own insurers, with all the difficulties of proving cause and responsibility that this would likely entail. It was not LBN's intention to hand residents a 'blank cheque'; given the relatively small numbers at risk – if significant risk exists – LCY's financial liability was likely to be small.
- NK explained that, at other sites such as Heathrow, damage was almost exclusively to traditional slated or tiled house roofs. Other roof types, such as felted or metal sheet coverings, are not susceptible to WT damage. Traditional roofs could easily be strengthened by increasing the fixings of each tile. RW said that development in the LCY area is usually multi-storey flats and other buildings of modern design with non-traditional roof structures.
- RW said it would be possible, in the case of future consents, for LBN to condition consent on the use of roofing systems that would be resistant to WT damage. Alternatively, an 'informative' could be included, alerting a developer to the need to take this into account in design.
- NK confirmed that a draft report was due to be submitted in about 2 weeks. This would go to LCY and RPS in the first instance.

**Name of person making/taking call:** N Kaberry

**Action taken/requested:**

File for future reference.

**Circulation**

R P S	R Hesketh

## **Appendix B: Vortex Generation**

Vortex circulation provides a measure of the energy or strength of a vortex:

$$\text{Vortex circulation } \Gamma = \frac{4.M.g}{\rho.\pi. B.V} \quad \text{m}^2/\text{s}$$

where

M = aircraft mass, in this case MLW	kg
g = 9.81	m/s <sup>2</sup>
ρ = density of air 1.225	kg/m <sup>3</sup>
B = aircraft wingspan	m
V = aircraft airspeed	m/s

Aircraft	B747-400	B737-300	AVRO-RJ85	ATR72-500
MLW	285,764	51,710	38,556	48,171
Span	64.4	29.0	26.3	27.0
Approach speed	140kt (71m/s)	125kt (64m/s)	110kt (56m/s)	120kt (61m/s)
Vortex circulation	637	284	267	296
Tangential air velocity at 2m dia	196kt (101m/s)	88kt (45m/s)	83kt (43m/s)	92kt (47m/s)

Sink rate (Butler, Ref 4)

$$\text{Sink rate } v = \Gamma / 2. \pi. B \quad \text{m/s}$$

Aircraft	B747-400		AVRO-RJ85	
Sink rate	1.57m/s		1.62m/s	

These values can be compared with approximate values quoted in Reference 1, of between 450ft/min (2.25m/s) and 600ft/min (3m/s).



## **Appendix C: Vortex Strike Rates**

Existing and Projected Damaging Strike Incidences												
Airports with damage record												
Airport	Period	ATMs	Arrivals	Runway	% Arrivals	Arrivals	Damage strikes	Strikes per 1000	% Trad housing	Strikes per 1000 if all housing	Notes	
LHR	1990	368440	184220	27R, 27L	75%	138165	317	2.29	0.66	3.49	317/yr in 1990 believed near peak strike rate	
BHX	2007/08	207378	103689	15	54%	55992	133	2.38	0.43	5.59	Period may not be accurate.	
											Possibly some retrospectives	
MAN	2001-07	1397169	698585	23R	80%	558868	500	0.89	0.37	2.42	Period may not be accurate.	
											Total may include retrospectives	
STN	2003-07	905517	452759	04, 22	100%	452759	8	0.02	0.02	0.88	Development % very approximate	
SOU	1999-08	360116	180058	02	40%	72023	14	0.19	0.59	0.33	Figures believed reliable.	
B'fast City	10 years?	350000	175000	04	15%	26250	1	0.04	0.58	0.07	Cannot reliably establish ATMs or period.	
LCY	10 yrs	700000	350000	27	66%	231350	2	0.01	0.40	0.02	Nominal 10 year period	

LCY projections																		
At current level of land development																		
Airport	Period	ATMs	Arrivals	Runway	% Arrivals	Arrivals		Strikes per 1000	% Trad housing	Strikes per 1000 for % housing	Based on rate from	Potential damage strikes/year	Total damage strikes/year					
LCY	1 year	120000	60000	9	34%	20340		3.49	0.32	1.12	LHR	22.7						
	1 year			27	66%	39660		3.49	0.40	1.40		55.4	78.1					
LCY	1 year	120000	60000	9	34%	20340		5.59	0.32	1.79	BHX	36.4						
	1 year			27	66%	39660		5.59	0.40	2.24		88.7	125.0					
LCY	1 year	120000	60000	9	34%	20340		2.42	0.32	0.77	MAN	15.7						
	1 year			27	66%	39660		2.42	0.40	0.97		38.4	54.1					
LCY	1 year	120000	60000	9	34%	20340		0.88	0.32	0.28	STN	5.8						
	1 year			27	66%	39660		0.88	0.40	0.35		14.0	19.8					
LCY	1 year	120000	60000	9	34%	20340		0.33	0.32	0.10	SOU	2.1						
	1 year			27	66%	39660		0.33	0.40	0.13		5.2	7.3					
LCY	1 year	120000	60000	9	34%	20340		0.07	0.32	0.02	B'fast City	0.4						
	1 year			27	66%	39660		0.07	0.40	0.03		1.0	1.5					
LCY	1 year	120000	60000	9	34%	20340		0.02	0.32	0.01	LCY	0.1						
	1 year			27	66%	39660		0.02	0.40	0.01		0.3	0.5					

With potential maximum level of land development													
Airport	Period	ATMs	Arrivals	Runway	% Arrivals	Arrivals		Strikes per 1000	% Trad housing	Strikes per 1000 for % housing	Based on rate from	Potential damage strikes/year	Total damage strikes/year
LCY	1 year	120000	60000	9	34%	20340		3.49	0.48	1.66	LHR	33.8	
	1 year			27	66%	39660		3.49	0.76	2.65		105.3	139.1
LCY	1 year	120000	60000	9	34%	20340		5.59	0.48	2.66	BHX	54.1	
	1 year			27	66%	39660		5.59	0.76	4.25		168.5	222.6
LCY	1 year	120000	60000	9	34%	20340		2.42	0.48	1.15	MAN	23.4	
	1 year			27	66%	39660		2.42	0.76	1.84		72.9	96.3
LCY	1 year	120000	60000	9	34%	20340		0.88	0.48	0.42	STN	8.6	
	1 year			27	66%	39660		0.88	0.76	0.67		26.6	35.2
LCY	1 year	120000	60000	9	34%	20340		0.33	0.48	0.16	SOU	3.2	
	1 year			27	66%	39660		0.33	0.76	0.25		9.9	13.1
LCY	1 year	120000	60000	9	34%	20340		0.07	0.48	0.03	B'fast City	0.6	
	1 year			27	66%	39660		0.07	0.76	0.05		2.0	2.6
LCY	1 year	120000	60000	9	34%	20340		0.02	0.48	0.01	LCY	0.2	
	1 year			27	66%	39660		0.02	0.76	0.02		0.7	0.9



## **Appendix D: Lawson Criteria**

## Lawson Safety Criteria

The Lawson criteria are defined in Table D.1. A comparison between the Lawson criteria and the familiar Beaufort scale is provided in Table D.2.

The Lawson safety criteria are based on the once a year exceedence of an extreme threshold wind speed. A wind speed greater than 15m/s but less than 20m/s occurring once a year is classified as unsuitable for general public which includes the elderly, cyclists and children. Able-bodied users are those determined to experience distress when the wind speed exceeds 20m/s once per year.

Such safety criteria indicate the potential for danger during normal pedestrian activity, for example, a pedestrian crossing on a busy road, where the consequences of being blown over would be very serious. Other examples include access ways to hospitals and schools where the local pedestrian population is unlikely to cope safely with extreme winds. Referring again to the Beaufort scale, S2 would be classified as gale force, S1 as strong gale to storm force.

**Table D.1: Safety Ratings – Assessment Criteria**

Comfort Ratings	Threshold mean-hourly windspeed exceeded ~5% of the time
C1+ Uncomfortable for all users	n/s
C1 Fast or business walking	10m/s
C2 Strolling or window shopping	8m/s
C3 Short periods standing or sitting	6m/s
C4 Long periods of standing or sitting	4m/s
Safety Ratings	Mean-hourly windspeed exceeded once per annum
S1 Unsuitable for Able-Bodied	20m/s
S2 Unsuitable for General Public	15m/s

**Table D.2 - Beaufort Scale**

Beaufort Number	Description	Mean hourly windspeed (m/s)	Effect
0	Calm	0 - 0.25	
1	Light air	0.25 - 1.55	No noticeable wind
2	Light breeze	1.55 - 3.35	Wind felt on face
3	Gentle breeze	3.35 - 5.45	Hair disturbed, clothing flaps, newspaper difficult to read
4	Moderate breeze	5.45 - 7.95	Raises dust and loose paper, hair disarranged
5	Fresh breeze	7.95 - 10.75	Force of wind felt on body, danger of stumbling
6	Strong breeze	10.75 - 13.85	Umbrellas used with difficulty, hair blown straight, difficult to walk steadily, wind noise unpleasant
7	Near gale	13.85 - 17.15	Inconvenience felt when walking
8	Gale	17.15 - 20.75	Impedes progress, difficulty balancing in gusts
9	Strong gale	20.75 - 24.45	People blown over

## **Appendix E: Vortex Protection Schemes**

## Heathrow

### What is a vortex?

A vortex is a circulating current of air generated by aircraft. It can sometimes strike and damage the roofs of houses under the flightpath.

### The scheme

BAA Heathrow runs a Vortex Protection Scheme to protect homes around the Airport. Although legal liability for vortex damage rests with the airlines, BAA Heathrow is voluntarily funding this £15 million scheme as part of its commitment to the local community.

### Am I eligible?

Every house, school, church or hospital affected by a Heathrow vortex strike is eligible for vortex protection. This includes homes situated above commercial properties. The only criteria is that the damage must be verified by a BAA Heathrow-appointed vortex assessor.

As this kind of roof damage is very specific, the assessor can quickly identify whether it has been caused by an aircraft vortex.

### Blanket zones

To protect homes in high risk areas, we offer blanket protection to roads which reach a 65% strike rate, now or in the future. This means that once 65% of homes in a street have received a vortex strike, the whole street is included in the scheme, including those homes which have not been affected. If you live in a road which is classified as a blanket zone you will be contacted directly by us.

### What happens next?

BAA Heathrow operates a 24-hour vortex telephone service for residents.

If you suspect you have received a vortex strike, you should report it to us immediately by calling **020 8745 7930** or **07860 323816** outside office hours. Our appointed vortex assessor will then inspect the damage. **Please do not attempt to undertake repairs prior to an inspection, as homes are only eligible if the damage has been officially verified.** If a vortex strike has occurred, free remedial repairs will be arranged immediately.

Once your roof has been repaired, your property will be added to the scheme for permanent vortex protection. This will involve strengthening the roof by fixing down new tiles with special metal clips. Clipped tiles can withstand more than the maximum force of a vortex strike and have proven to be the most effective way

of protecting homes from vortex damage. The work is completed by a contractor appointed by BAA Heathrow and is free and will start as soon as possible although waiting times may vary.

### The facts

- Less than 0.01 % of flights cause vortex damage
- The majority of strikes are concentrated in small areas near the ends of the runways
- Roofs in the Heathrow area are typically constructed with loose-laid tiles which makes them prone to vortex damage
- Only properties with pitched roofs are affected
- No vortex damage has been recorded at homes which have been protected under this scheme

Do you think your roof has been damaged?  
Vortex 24-hour hotline:  
**07860 323816**

£15m Investment

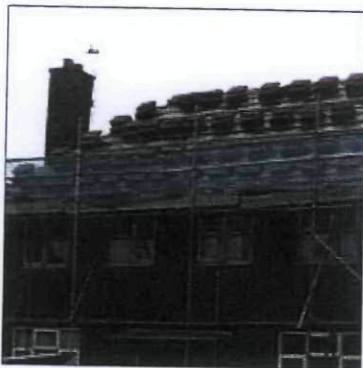
Free remedial repairs

24 hour hotline

BAA Heathrow



## Birmingham



### Vortex Protection

Birmingham International Airport runs a Vortex Protection Scheme to protect homes around the Airport from vortex damage. Vortices are circulating currents of air created by the passage of aircraft through the sky. All aircraft shed vortices, but in most cases they are broken up before they reach the ground. However, in certain weather conditions, the vortices can reach ground level.

During the latter stages of landing, it is possible for aircraft vortices to make contact with roofs of properties close to the Airport. They can, occasionally cause the movement and slippage of roof tiles. This is known as vortex damage.

Birmingham International Airport introduced a Vortex Protection Scheme in 2003, with 250 properties already benefited with a replacement vortex proof roof. All reported vortex strikes are investigated by the Airport Company. If the damage is confirmed to be vortex related, immediate repairs will be made to the roof. The property will then be added to the schedule of properties to be re-roofed.

More details regarding the Vortex Protection Scheme can be found on the Vortex Protection Scheme leaflet.

If you would like to report a suspected vortex strike, please complete the Vortex Complaint form and a member of the Environment Team will contact you, to arrange an appointment to inspect the damage. Alternatively, contact the Environment Officer, Louise Kelly on 0121 767 7419 or the Environment Helpline on 0121 767 7433

If you discover roof damage outside of office hours please contact our Operations Duty Manager on 0121 767 7139.

## **Vortex Repair Scheme**

### **Repairing Roof Damage**

#### **What is vortex damage?**

Vortices are circulating currents of air caused by moving aircraft. Whilst most vortices are broken up by the natural flow of air before they reach the ground, sometimes they can reach roof level, causing movement or slippage to tiles. A trained assessor can identify whether or not particular roof damage resulted from an aircraft vortex.

#### **Which areas are affected by vortex damage?**

A boundary has been identified within which vortex damage is most likely to occur. Further details can be obtained by contacting our Community Relations team on 08000 967 967.

#### **Who is legally liable if damage occurs?**

Manchester Airport is not liable for vortex damage. Liability lies with the operator of the aircraft concerned - this is governed by Section 76 (2) of the 1982 Civil Aviation Act. In recognition of the fact that aircraft identification is not always possible, Manchester Airport has introduced a vortex repair scheme as part of our commitment to the local community.

#### **What should you do if you suspect vortex damage?**

Contact our Community Relations team on 08000 967 967. Please provide the following information:

- The exact time of damage, if known
- The extent and nature of the damage
- If you are the property owner, your name, address and telephone number
- If you are not the property owner, the name, address and telephone number of the owner
- Details of the aircraft concerned. If you were not able to make such identification, please supply details of why you think vortex damage was responsible for the incident

We will then appoint a specialist contractor to inspect and report on your roof. They will usually visit within 24 hours. If you have a valid claim, immediate arrangements will be made for repairs to your roof. If your property falls within the protected area, you may also be eligible for a new roof covering at a later date, using tile pinning and clipping that will make your roof resistant to future vortex strikes.

If the damage occurs at night please call careline on 090 10 10 1000 or at the weekend call the main airport switchboard on 08712 710 711. When connected ask to speak to the Airfield Duty Manager about the Vortex Repair Scheme. The Duty Manager will contact our assessor for you.

**What happens if you live outside the protected area, but you suspect vortex damage?**

Our appointed agent will assess any damage. Should damage be confirmed, we will undertake repairs, however this will not make your property eligible for re-roofing.

For more information, please contact see the Mitigation Schemes Brochure or contact:

**Manchester Airport Community Relations**

Tel: 08000 967 967 (voicemail is available outside normal working hours)

# ANNEXURE 12

## Intermediate Tier Scheme

### Purpose of Scheme

- 1** This scheme provides sound insulation and sound mitigation measures for Eligible Properties within the Actual 63 dB Contour and includes the following:
  - 1.1** secondary glazing and sound attenuating ventilators or
  - 1.2** a contribution of £3,000 Index Linked towards the cost of installing high acoustic performance double glazing in addition to installation of sound attenuating ventilators or
  - 1.3** provision for alternative measures or works of a similar or equivalent cost to the measures described in paragraphs 1.1 or 1.2 (whichever is greater) which shall be agreed with the Council where implementation of the measures provided for in this Scheme would not be practicable or would be detrimental to amenity.

### Eligible Properties

- 2** A Residential Dwelling or a Public Building shall be an "Eligible Property" for this Scheme if it fulfils one of the criteria in sub-paragraph 2.1 and all of criteria (a) to (c) in sub-paragraph 2.2 below:
  - 2.1** *Age and Location of Dwelling*
    - (a) it is within the CADP 63 dB Contour and was existing at the date of this Agreement or was constructed subsequently pursuant to planning permission granted before the date of this Agreement; or
    - (b) it is outside the CADP 63 dB Contour.
  - 2.2** *Noise Exposure*
    - (a) It is
      - (i) within the Actual 63 dB Contour; or
      - (ii) within the Predicted Reduced 63dB Contour; or
      - (iii) within the Predicted 63 dB Contour and has a façade contiguous with another Residential Dwelling which is wholly or partly within the Actual 63 dB Contour or the Predicted Reduced 63 dB Contour; and
    - (b) it has not already benefited from this Scheme; and



- (c) it does not form part of a development which has been the subject of payment pursuant to NIPS 2 in anticipation of the development becoming eligible for the Intermediate Scheme

- and for the avoidance of doubt if the Residential Dwelling or Public Building has benefitted from the First Tier Scheme under this Agreement (or the First Tier Works under the 2009 Agreement) it may still be eligible for this Intermediate Tier Scheme.

#### Annual Performance Report

- 3 With effect from the Commencement of Development the Annual Performance Report shall specify the geographic area within which the properties which are eligible for this Scheme are situated.

#### Scope of Works – Residential Dwellings

- 4 The scope of works offered to an Eligible Property under the Intermediate Tier Scheme will be as follows where it is a Residential Dwelling:
- 4.1 Only the “Habitable Rooms” in a dwelling may benefit from the works undertaken pursuant to the Intermediate Tier Scheme; these are the following rooms: living room, bedroom (not including a bathroom or an en-suite), dining room, either a kitchen in excess of 7 m<sup>2</sup> if the living room is less than 14 m<sup>2</sup> or a kitchen in excess of 11 m<sup>2</sup> where the living room is 14 m<sup>2</sup> or more.
- 4.2 All elevations can benefit from works undertaken pursuant to the Intermediate Tier Scheme
- 4.3 The scope of works will be as follows:
- (a) (where practicable) secondary glazing and sound attenuating ventilators or
- (b) a contribution of £3,000 Index Linked towards the cost of installing high acoustic performance double glazing in addition to installation of sound attenuating ventilators (payable within 30 days of satisfactory installation).
- 4.4 Where an existing Secondary glazed window within an Habitable Room with a primary single glazed window is found to be in satisfactory order the scope of works will be as follows:
- (a) Sound attenuating ventilators and
- (b) Alterations to the existing secondary glazed window to achieve an equivalent sound reduction index (100 to 3150 Hz) to the secondary glazing specification described in paragraph 4.6 below determined using BS EN ISO 16283-3:2016 and BS EN ISO 16283-1:2014 (or any subsequent revisions of these publications).
- 4.5 In the case of:
- (a) A dwelling with existing high acoustic performance double glazing or

- (b) a dwelling which is required by legislation or by a condition imposed on any planning permission for its construction to have noise insulation that achieves or exceeds the acoustic standard achieved by the Intermediate Tier Scheme

- the scope of works will be limited to sound-attenuating vents only.

**4.6 Where secondary glazing is installed:**

- (a) The type of secondary glazing units fitted shall relate to the form of the primary windows. The design of secondary units should facilitate cleaning of both surfaces of the primary windows from within the treated room. Secondary units shall be either a side-hung casement type, or horizontally or vertically sliding units. Costings and/or quotations shall be accompanied by full details of the systems offered.
- (b) The secondary system shall generally comprise 4mm float glass within white polyester powder-coated aluminium frames. 6mm float glass and toughened glass shall be used where required by B.S. 6206 for safety reasons. Anodic oxidation shall comply with British Standard 1615.
- (c) The minimum air gap between primary and secondary panes will be 100mm, where this can be accommodated within existing reveals. Where the reveal depth is insufficient to achieve an air gap of 100mm, secondary glazing shall be fitted flush with the inner face of existing walls subject to a minimum of 75mm being achieved. Where a minimum air gap of 75mm cannot be achieved within existing reveals and with the secondary glazing fitted flush with the inner face of existing walls boxing out of the reveals will be necessary. In these cases the reveals shall be boxed out to achieve a minimum reveal depth of 75mm. In addition, in all cases where a minimum gap of 100mm cannot be achieved the glass thickness of the secondary pane shall be increased to 6mm.
- (d) The top and side reveals between primary and secondary windows are to be lined with an approved sound absorbent material treated with a suitable fungicide.
- (e) The secondary glazing system is to be mounted on a timber frame with white gloss painted finish. Any gaps between sub-frame and reveal shall be sealed with an approved resilient sealant.
- (f) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.
- (g) Free hanging white venetian blinds with tilt mechanism (or similar) will be supplied and fitted between primary and secondary windows unless otherwise agreed with the owner of the dwelling.

**4.7 Where high acoustic performance double glazing is installed:**

- (a) The high acoustic performance double glazed unit shall generally comprise 10mm glass /12mm cavity/6.8mm acoustic laminated glass (or similar glass as approved by the Council) within a UPVC or aluminium frame (in the case of aluminium the colour will be variable according to the property being treated). Toughened glass shall be used where required for safety reasons.
  - (b) The high acoustic performance double glazed unit shall be designed to comply with relevant thermal efficiency requirements of the Building Regulations (Approved Document L).
  - (c) Where it is necessary to remove and refix existing curtain tracks, pelmets etc., this is to be undertaken by the glazing installer.
- 4.8 Where Habitable Rooms have external doors, they will be fitted with weatherstrip seals to the thresholds, jambs and heads in order to achieve an acoustic standard which is, as far as practicable, compatible with high performance double glazing or secondary glazing fitted under this scheme. Opening fanlights over doors shall be sealed and fixed in a closed position. Glazed doors and fanlights shall not be fitted with secondary glazing where the sealing measures meet the acoustic standard specified in paragraph 4.4 above. Fully glazed or patio doors or French windows will be treated as windows for the purposes of the scope of works.
- 4.9 Acoustic ventilation shall (unless otherwise agreed with the Council) be offered within each Habitable Room and shall comprise either two permanent sound attenuating vents or one combined mechanical and permanent sound attenuating vent or one mechanical sound attenuating vent and one permanent sound attenuating vent. Where vents are installed:
- (a) The requirements of the Noise Insulation Regulations 1975 (as amended) regarding additional permanent sound attenuating vents for adequate ventilation for combustion appliances shall apply (unless otherwise agreed with the Council).
  - (b) Existing air bricks within Habitable Rooms shall be blocked up (but flues and direct inlet ducts to combustion appliances shall not be blocked) or replaced by permanent sound attenuating vents as required.
  - (c) The permanent and the combined mechanical and permanent vents shall (unless otherwise agreed with the Council) satisfy the specification requirements of the Noise Insulation Regulations 1975 (as amended) regarding their construction, installation, effective area, self-generated noise levels and sound attenuating performance.
  - (d) The mechanical sound attenuating vent shall comprise a Siegenia-Aubi Aeropac SN Acoustic Ventilator or such other vent as may be agreed with the Council.
- 4.10 The Airport Companies shall be responsible for ensuring that the dwelling meets the ventilation requirements of the current Building and Gas Regulations on completion of the Intermediate Tier Scheme works. All additional ventilation shall be sound attenuated as provided in paragraph 1.9

above. However, any requirements for additional ventilation in the future arising from changes to the dwelling including its gas appliances or legislation shall be the responsibility of the dwelling owner.

- 4.11 An offer to install loft insulation in the eligible dwelling will be made in the following circumstances:
- (a) where no loft insulation is present in which case the Airport Companies will offer to install 250mm thick thermal grade mineral wool insulation in the loft; and
  - (b) where existing loft insulation is found to be unsatisfactory in which case the Airport Companies will offer to add further layers of insulation to increase the total thickness of insulation in the loft to 250mm.

#### Scope of Works – Public Buildings

- 5 Where an Eligible Property is a Public Building the scope of works will be determined as follows:
- 5.1 the Airport Companies will seek permission to gain access to the Public Building to undertake an inspection and survey of the building;
  - 5.2 the purpose of the inspection and survey will be to verify whether the sound insulation works undertaken as part of the First Tier Scheme (or the First Tier Works as part of the Past Noise Insulation Works) or as otherwise required by legislation or planning condition remain sufficient to satisfy current guidelines with respect to internal noise levels (having regard to the aircraft noise exposure levels envisaged in the future).
  - 5.3 within three months of the inspection the Airport Companies shall submit to the Council for its approval in writing the survey report for the building which shall include the following:
    - (a) information on the existing and future aircraft noise levels;
    - (b) the acoustic performance of the existing building envelope;
    - (c) information on legislation and planning conditions relevant to the sound insulation of the building envelope; and
    - (d) any significant defects relating to the sound insulation performance of the building envelope;
  - 5.4 the survey report will also identify the works (if any) which can reasonably be carried out to the Public Building to improve the sound insulation performance having regard to guidance on internal noise levels in BS 8233:2014 “Guidance on sound insulation and noise reduction for buildings” or Building Bulletin 93 “Acoustic Design of Schools” (or such other guidance for internal noise levels within Public Buildings as may be relevant or issued from time to time). Any works



must be designed to ensure that existing arrangements for ventilation are either maintained or improved in a manner that is reasonably consistent with the designed use of the Public Building.

- 5.5 the survey report shall be resubmitted to the Council for approval if the Council (acting reasonably) require changes to the works identified in the report;
- 5.6 the works set out in the approved survey report shall constitute the agreed scope of works for the relevant Public Building

#### Listed Buildings

- 6 Where an Eligible Property is a listed building i.e. it is included in a list compiled or approved by the Secretary of State under section 1 Planning (Listed Buildings and Conservation Areas) Act 1990, the scope of works will be dependent on the results of a survey of the premises:
  - 6.1 the Airport Companies will seek permission to gain access to undertake an inspection of the premises to assess its suitability for works under the Intermediate Tier Scheme;
  - 6.2 within three months of the inspection the Airport Companies will submit to the Council for written approval a survey report which will include information identifying the relevant listed building together with a schedule of the works which in the Airport Companies' opinion should be undertaken (subject to obtaining listed building consent) as part of the Intermediate Tier Scheme having regard to the listing particulars of that building and the objective of achieving the relevant acoustic standard;
  - 6.3 the survey report shall be resubmitted to the Council if the Council (acting reasonably) require changes to the works identified in the report;
  - 6.4 within three months of the receipt of the Council's approval of the survey report the Airport Companies will apply for listed building consent (if required) for any works included in the approved report;
  - 6.5 in the event that listed building consent is not obtained for the works specified in the approved report the Airport Companies will submit a revised schedule of works (the "Revised Schedule") for the Council's further approval and apply for listed building consent (if required) for the works described in any approved Revised Schedule within six months of the refusal of listed building consent (or such longer period as may be agreed by the Council);
  - 6.6 if listed building consent is not granted for the works specified in the Revised Schedule, either through an application or appeal procedure, the Airport Companies will seek to agree with the Council alternative measures with the objective of achieving the relevant acoustic standard for the relevant listed building having regard to its use.

#### Practicalities of Intermediate Tier Scheme

- 7** If it is agreed by the Council that the undertaking of works under the Intermediate Tier Scheme in the case of any given Eligible Property either
- 7.1 is not reasonably practicable; or
  - 7.2 would be significantly detrimental to amenity; or
  - 7.3 would increase the noise exposure for occupiers of the relevant property; or
  - 7.4 would damage the integral structure of the building
- and that no works should therefore be undertaken at the relevant property, the Airport Companies shall have no further obligation under the Intermediate Tier Scheme in relation to that property Provided That as part of that agreement the Council and the Airport Companies may agree alternative measures to be undertaken by the Airport Companies of equivalent value to £3,000 Index-Linked.

#### Procedure – Residential Dwellings

- 8** The Airport Companies will offer the owner and (if different) the occupier of each eligible dwelling the opportunity to have works undertaken at the dwelling pursuant to the Intermediate Tier Scheme in accordance with the following procedures (see also Fig. 1):
- 8.1 within 30 days of the publication of an Annual Performance Report which confirms for the first time that a dwelling is eligible for the Intermediate Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of that dwelling of its eligibility and (subject to paragraph 8.2 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to carry out the works under the Intermediate Tier Scheme;
  - 8.2 (unless otherwise agreed with the Council) if the dwelling is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
    - (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule or to any alternative measures pursuant to paragraph 6 above or
    - (b) the date of receipt of listed building consent (if required) for such works;
  - 8.3 subject to the grant of the requisite permission from the owner and (if different) the occupier of an eligible dwelling and subject to paragraph 8.4 below, the Airport Companies shall carry out the required scope of works at the dwelling under the Intermediate Tier Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council);

- 8.4** prior to undertaking the works under the Intermediate Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible dwelling and in so doing:
- (a)** the Airport Companies will identify the current window specification (Secondary glazing/thermal double or single and opening type) and give written notice to the Council and the relevant owner and occupier of any significant defects to the primary and, if applicable, secondary glazing;
  - (b)** the Airport Companies will agree with the Council
    - (i)** which defects (if any) must be remedied to ensure that the works to be carried out under the Intermediate Tier Scheme can be undertaken satisfactorily and to the required acoustic standard and
    - (ii)** (subject to paragraph 8.4(c) below) how the costs of any such remedial work will be apportioned as between the owner/occupier and the Airport Companies and (if undertaken by the Airport Companies) the timeframe for the remedial work.
  - (c)** If an existing double glazed window within a Habitable Room of an eligible dwelling is found to have defects as a result of reasonable use the owner of the dwelling will be entitled to:
    - (i)** remedial works to the existing double-glazed window and the provision of a secondary system and sound attenuating ventilators;
    - (ii)** or a £3,000 Index Linked contribution towards the cost of installing high acoustic performance double glazing and sound attenuating ventilators (payable on satisfactory installation).
  - (d)** if remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant dwelling and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under the Intermediate Tier Scheme can be undertaken;
  - (e)** if remedial work is required the Airport Companies will undertake the works under the Intermediate Tier Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.
- 8.5** In relation to any eligible dwelling the Airport Companies will be deemed to have fully discharged their obligations under the Intermediate Tier Scheme where any of the following circumstances apply:
- (a)** no works are required under the Intermediate Tier Scheme at the dwelling; or

- (b) all works or other measures required under the Intermediate Tier Scheme at the dwelling have been undertaken satisfactorily; or
- (c) (where there are existing defects in the dwelling and the owner and/or occupier of the dwelling is responsible for remedying them) the Airport Companies have notified the Council and the owner/occupier of the relevant dwelling of defects which must be remedied before the works under the Intermediate Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
  - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Intermediate Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme; or
- (d) the Airport Companies shall have sought permission to undertake works at the dwelling under the Intermediate Tier Scheme and/or in the case of a listed building permission for inspection of the dwelling from the owner and (if different) the occupier of the dwelling on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
  - (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Intermediate Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under the scheme.



- 8.6 Where the Airport Companies have discharged their obligations under 8.5 (c) and (d) above in respect of a dwelling, they will nonetheless consider any future request from the owner/occupier of that dwelling to benefit from works under the Intermediate Tier Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a dwelling which was eligible for the Intermediate Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Intermediate Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that dwelling to carry out the works under the Intermediate Tier Scheme, in accordance with the procedure in this section 8 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

#### Procedure – Public Buildings

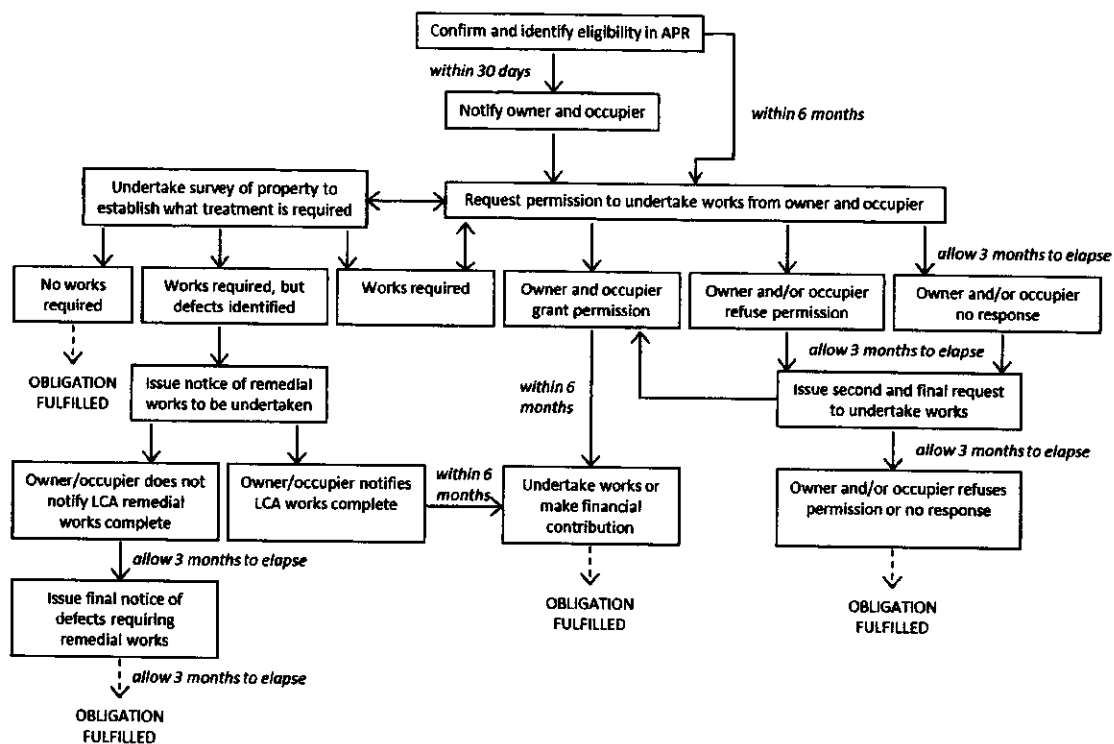
- 9 The Airport Companies will offer the owner and (if different) the occupier of each eligible Public Building the opportunity to have works undertaken at the Public Building pursuant to this Scheme in accordance with the procedures below (see also Fig.1):
- 9.1 Within 30 days of the publication of an Annual Performance Report which confirms for the first time that a Public Building is eligible for the Intermediate Tier Scheme the Airport Companies will notify the owner and (if different) the occupier of the Public Building of its eligibility and (subject to paragraph 9.3 below) within six months of publication of the relevant Annual Performance Report seek permission from the owner and (if different) the occupier to undertake the inspection and survey of the building referred to at paragraph 5 above.
- 9.2 The Airport Companies will seek permission for carrying out works at the Public Building under this Scheme within six months of the date of receipt of written approval from the Council to the works contained in an approved survey report under paragraph 5 above.
- 9.3 Unless otherwise agreed with the Council if the Public Building is a listed building the Airport Companies will seek permission for carrying out works within six months of the later of:
- (a) the date of receipt of written approval from the Council to the works contained in an approved survey report or a Revised Schedule pursuant to paragraph 6 above; or
  - (b) the date of receipt of listed building consent (if required) for such works;
- 9.4 Subject to the grant of the requisite permission from the owner and (if different) the occupier of an Eligible Public Building and subject to paragraphs 9.5 to 9.7 below, the Airport Companies shall carry out the required scope of works at the Public Building under this Scheme within six months of the receipt of that permission (or such longer period as may be agreed with the Council).

- 9.5 Prior to undertaking the works under the Intermediate Tier Scheme the Airport Companies shall carry out an initial survey of the windows to be treated in the eligible Public Building and in so doing:
- (a) the Airport Companies will identify and give written notice to the Council and the relevant owner and occupier of any existing defects;
  - (b) the Airport Companies and the Council will agree which defects (if any) must be remedied to ensure that the works to be carried out under this Scheme can be undertaken satisfactorily and to the required acoustic standard.
- 9.6 If remedial work is required then the Airport Companies will give written notice of this requirement to the owner and the occupier of the relevant Public Building and (unless the Airport Companies undertake the remedial work themselves) the need for the owner/occupier to remedy the relevant defects before the works under this Scheme can be undertaken.
- 9.7 If remedial work is required the Airport Companies will undertake the works under this Scheme within six months of the defects being remedied or (unless the Airport Companies undertake the remedial work themselves) within six months of receipt of notice from the owner/occupier that the defects have been remedied, whichever is later.
- 9.8 In relation to any Eligible Public Building the Airport Companies will be deemed to have fully discharged their obligations under this Scheme where any of the following circumstances apply:
- (a) no works are required under the Intermediate Tier Scheme at the Public Building; or
  - (b) all works or other measures required under the Intermediate Tier Scheme at the Public Building have been undertaken satisfactorily; or
  - (c) (where there are existing defects in the Public Building) the Airport Companies have notified the Council and the owner/occupier of the relevant Public Building of the defects which must be remedied before the works under the Intermediate Tier Scheme can be undertaken at the dwelling satisfactorily and to the required acoustic standard and requested that they are remedied on at least two occasions and the Airport Companies have not received notice confirming that such defects have been remedied PROVIDED THAT:
    - (i) the second occasion on which the Airport Companies give notice is at least three months after the first occasion; and
    - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to remedy existing defects and benefit from the Intermediate Tier Scheme; and

- (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council of these events; or
- (d) the Airport Companies shall have sought permission to undertake works at the Public Building under the Intermediate Tier Scheme and/or an inspection of the Public Building from the owner and (if different) the occupier of the building on at least two occasions and such permission has not been given by the owner and/or the occupier (either because it has been refused or the owner or the occupier has failed to answer) PROVIDED THAT:
- (i) the second occasion on which the Airport Companies seek permission is at least three months after the first occasion; and
  - (ii) on the second occasion the owner and the occupier (if different) are notified in writing that this represents the final opportunity to give permission and benefit from the Intermediate Tier Scheme; and
  - (iii) at least three months have elapsed since the second occasion; and
  - (iv) the Airport Companies have notified the Council in writing of these events and the fact that they consider that they have discharged their obligations under this Scheme.

**9.9** Where the Airport Companies have discharged their obligations under paragraphs 9.8(c) and (d) above in respect of an Eligible Public Building they will nonetheless consider any future request from the owner/occupier of that Public Building to benefit from sound insulation works under this Scheme and for the avoidance of doubt where such request is received from the owner/occupier of a Public Building which was eligible for the Intermediate Tier Scheme but where the previous owner/occupier refused or failed to respond to an offer of works under the Intermediate Tier Scheme (so that no such works were undertaken), the Airport Companies shall seek permission from the owner and (if different) the occupier of that Public Building to carry out the works under the Intermediate Tier Scheme, in accordance with the procedure in this section 9 provided that where time is calculated from the date of publication of the Annual Performance Report time will instead be calculated from the date of receipt of the request.

**10** The procedures described in paragraphs 8 and 9 are illustrated in the step by step guide at Figure 1.



**Figure 1**

### Council-owned properties

- 11** Where the Airport Companies are required to undertake works under the Intermediate Tier Scheme to any Residential Dwelling or Public Building which is owned by or otherwise in the control of the Council:
  - 11.1** the Airport Companies shall agree with the Council whether the Council or the Airport Companies (at the Airport Companies' reasonable expense) will undertake the works;
  - 11.2** in the event that the Airport Companies are to undertake such works as set out above the date from which the time limit is calculated for seeking permission to carry out works pursuant the Intermediate Tier Scheme shall (unless the dwelling is a listed building) be the date of the agreement reached under paragraph 11.1 above (unless otherwise agreed with the Council).



# **ANNEXURE 13**

**Dated**

**«date»**

---

**THE LONDON BOROUGH OF GREENWICH**

**DOCKLANDS AVIATION GROUP LIMITED**

**AMI PROPERTY HOLDINGS LIMITED**

**LONDON CITY AIRPORT LIMITED**

**LONDON CITY AIRPORT JET CENTRE LIMITED**

**WEST SILVERTOWN PROPERTIES LIMITED**

**NORTH WOOLWICH PROPERTIES LIMITED**

**ROYAL BANK OF SCOTLAND**

**AGREEMENT RELATING TO LONDON CITY AIRPORT, ROYAL DOCKS,  
LONDON E16 2PX**

 **NORTON ROSE FULBRIGHT**

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This **AGREEMENT** is dated

2016

## **PARTIES**

- (1) **THE LONDON BOROUGH OF [ ] of [ ]** (the **Neighbouring Authority**);
- (2) **DOCKLANDS AVIATION GROUP LIMITED** (company number 5879149) whose registered office is at City Aviation House, London City Airport, London E16 9PB (**DAGL**);
- (3) **AMI PROPERTY HOLDINGS LIMITED** (company number 74629) whose registered office is at Ogier House, The Esplanade, St. Helier, Jersey, JE4 9WG and whose address for service in England and Wales is City Aviation House, London City Airport, London E16 2PB (**AMI**);
- (4) **LONDON CITY AIRPORT LIMITED** (company number 1963361) whose registered office is at City Aviation House, Royal Docks, London E16 2PB (**LCA**);
- (5) **LONDON CITY AIRPORT JET CENTRE LIMITED** (company number 2120138) whose registered office is at City Aviation House, Royal Docks, London E16 2PB (**LCAJ**);
- (6) **WEST SILVERTOWN PROPERTIES LIMITED** (company number 04283491) whose registered office is at City Aviation House, Royal Docks, London E16 2PB (**WSP**);
- (7) **NORTH WOOLWICH PROPERTIES LIMITED** (company number 03674787) whose registered office is at City Aviation House, Royal Docks, London E16 2PB (**NWP**) and
- (8) **[ROYAL BANK OF SCOTLAND** (company number SCO90312) whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose address for service in England and Wales is Syndicated Loans Agency, The Royal Bank of Scotland pic, Level 5, 135 Bishopsgate, London EC2M 3UR (for the attention of Tony Bennett) (the **Mortgagee**)].

## **1 Introduction**

- (A) AMI is the freehold owner of the Yellow Land and the Orange Land. AMI is also the head leasehold owner of the Blue Land including the Blue Hatched Land.
- (B) DAGL is the owner of the head leasehold interest of the Yellow Land, the Orange Land and owns the underlease interest in the Blue Hatched Land and the Purple Land.
- (C) LCA is the occupational tenant of the Yellow Land under occupational leases dated 23 December 1998 and 28 October 1999 made between Marketspur Limited and LCA and a reversionary lease dated 28 October 1999 between Marketspur Limited and LCA. LCA is also the occupational tenant of the Blue Land, the Blue Hatched Land and the Purple Land and is the underlessee of the Orange Land.
- (D) LCAJ is the sub-underlessee and occupational tenant of the Orange Land.
- (E) WSP is the owner of a long leasehold interest in the Pink Land.
- (F) NWP is the owner of a long leasehold interest in the Brown Land.
- (G) All of the interests referred to in the preceding recitals are affected by a charge and the Mortgagee is party to this deed for the purposes of clause 10.
- (H) LCA made the Application to Newham which is the local planning authority for the area in which the Land is situated.
- (I) The Application was refused by Newham following a direction to that effect by the Mayor of London and LCA made the Appeal.



- (J) The Appeal was allowed and the Planning Permission is subject to the Section 106 Agreement.
- (K) Pursuant to paragraph 9 of Part 1 of Schedule 9 to the Section 106 Agreement the Airport Companies agreed to use reasonable endeavours to enter into an agreement with the Neighbouring Authority to comply with the obligations contained in paragraphs 1 to 8 of Part 1 of Schedule 9 of the Section 106 Agreement insofar as the same relate to properties located in the administrative area of the Neighbouring Authority.
- (L) The Neighbouring Authority is a local authority for the purposes of the Local Government Act 1972 and the Localism Act 2011 and the Neighbouring Authority is concerned to ensure that the effects of airborne noise within its administrative area that are due to the Development are mitigated.
- (M) The Neighbouring Authority and the Airport Companies have agreed to enter into this agreement to ensure compliance with the Airport Companies' obligations referenced in paragraph (K) to address the concerns of the Neighbouring Authority referenced in paragraph (L).

## 2 Operative Provisions

### 2.1 Definitions

In this agreement except where a different interpretation is necessary in the context the words and expressions set out below shall have the following meanings:

57dB Contour	means the 57 dB LAeq, 16h Average Mode summer day contour
63 dB Contour	means the 63 dB LAeq, 16h Average Mode summer day contour
66 dB Contour	means the 66 dB LAeq, 16h Average Mode summer day contour
69 dB Contour	means the 69 dB LAeq, 16h Average Mode summer day contour
1998 Agreement	means the agreement made under Section 106 of the 1990 Act between Stratfield Limited (1) LCA (2) Allied Irish Bank Limited (3) and Newham (4) and dated 21 July 1998 associated with the 1998 Permission
1998 Permission	means the planning permission granted on 21 July 1998 under reference P/97/0826
1998 57dB Contour	means the 57dB Contour shown on Plan 2
2009 57dB Contour	means the 57dB Contour shown on Plan 3 predicted at the time of the 2009 Permission
2009 66dB Contour	means the 66dB Contour shown on Plan 4 predicted at the time of the 2009 Permission
2009 Agreement	means the agreement dated 9 July 2009 and made under Section 106 of the Act between LCA (1), DAGL (2), City Aviation Properties Limited (3), LCAJ (4), KGV Dock Properties Limited (5) the Mortgagee (6) and Newham (7)

2009 Permission	the planning permission granted by Newham on 9 July 2009 under reference 07/01510/VAR
Act	the Town and Country Planning Act 1990
Actual 57 dB Contour	the 57 dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report
Actual 63 dB Contour	the 63 dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report
Actual 66 dB Contour	the 66 dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report
Actual 69 dB Contour	means the 69dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report
Airport	the land known as London City Airport situated on the Land
Airport Companies	together LCA, DAGL, AMI, LCAJ, NWP and WSP and each of them
Airport Website	<a href="http://www.londoncityairport.com">www.londoncityairport.com</a> or any future replacement website for the Airport
Annual Performance Report	an annual report to be submitted to Newham by 1 June in each calendar year pursuant to paragraph 1 of Schedule 14 to the Section 106 Agreement
Appeal	the appeal against the refusal of the Application made by LCA on 15 May 2015 and given reference APP/G5750/W/15/3035673
Application	the application for planning permission for the Development made to Newham and registered by Newham under reference 13/01228/FUL
Blue Hatched Land	that part of the Land hatched black on Plan 1
Blue Land	all the following parcels of land shown coloured blue on Plan 1: <ul style="list-style-type: none"> <li>(a) the Blue Hatched Land being land on the North West Side of Camel Road and under the Silvertown By-Pass: <ul style="list-style-type: none"> <li>(i) the head leasehold interest of which is registered at the Land Registry under title number EX12292 ;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>(ii) the underlease interest of which is registered at the Land Registry under title number EGL396695;</li> <li>(iii) the sub-underlease interest of which is registered at the Land Registry under title numbers EGL527798 and EGL527799; and</li> </ul>
	<ul style="list-style-type: none"> <li>(b) the Runway 28 Hold the freehold interest of which is registered at the Land Registry under title number EGL258669, the head leasehold interest of which is registered at the Land Registry under title number EGL465048 and the underleasehold interest of which is registered at the Land Registry under title numbers EGL481346;</li> <li>(c) land at King George V Dock the freehold interest of which is registered at the Land Registry under title number EGL258669, the head leasehold interest of which is registered at the Land Registry under title number TGL338199 and the underleasehold interest of which is registered under title number TGL342218</li> </ul>
Brown Land	all that land and premises being part of the Land and known as the 10 Acre Site (on the south side of King George V Dock) which interest is registered at the Land Registry under title number EGL373364 and shown coloured brown on Plan 1
CADP 57dB Contour	means the 57 dB Contour shown on Plan 5
CADP 63dB Contour	means the 63 dB Contour shown on Plan 6
CADP 66dB Contour	means the 66 dB Contour shown on Plan 7
CADP Noise Insulation Schemes	the First Tier Scheme, the Intermediate Tier Scheme and/or the Second Tier Scheme
Commencement of Development	the date upon which a material operation as defined in Section 56(4) of the Act is commenced pursuant to the Planning Permission (but excluding always site investigations, surveys, archaeological works, removal of obstructions, remediation works, site clearance, the erection of temporary hoardings and services diversion works which shall not constitute a material operation for the purposes of this Agreement) in respect of the Development and the words "Commence" "Commencement" and "Commenced" shall be construed accordingly
Development	the development of the Land comprising demolition of existing buildings and structures and provision additional infrastructure and passenger facilities at the Airport in accordance with the Planning Permission
First Tier Scheme	means the scheme in the form attached to this Agreement at Schedule 2 (or any amended version of that scheme which is agreed in writing by the Neighbouring Authority and which provides at least an equivalent or better form of air noise mitigation) incorporating sound insulation measures

for Eligible Properties (as that term is defined in Schedule 2) within the Actual 57dB Contour and with effect from Commencement of Development

Intermediate Tier Scheme	means the noise insulation scheme in the form attached to this Agreement at Schedule 3 (or any amended version of that scheme which is agreed in writing by the Neighbouring Authority and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Schedule 3) within the Actual 63 dB Contour
Mortgagee	the party of the seventh part which shall include its successors in title and assigns from time to time
Neighbouring Authority	the London Borough of [ ]
[Newham	the London Borough of Newham]
NIPS 1	<p>means a scheme (defined as the Noise Insulation Payment Scheme and required under the 2009 Agreement) in the form attached at Schedule 6 (or any amended version of that scheme which is agreed in writing by the Neighbouring Authority and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at dwellings and Public Buildings which:</p> <ul style="list-style-type: none"><li>(a) as a consequence of the 2009 Development are situated on land:<ul style="list-style-type: none"><li>(i) within the 2009 57dB Contour but outside the 1998 57 dB Contour; and</li><li>(ii) within the 2009 66dB Contour; and</li></ul></li><li>(b) form part of a development that as at 9 July 2009 had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 1 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects)</li></ul>
NIPS 2	<p>means a scheme in the form attached at Schedule 7 (or any amended version of that scheme which is agreed in writing by the Neighbouring Authority and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at:</p> <ul style="list-style-type: none"><li>(a) dwellings and Public Buildings which</li></ul>



(i) as a consequence of the Development are situated on land:

(A) within the CADP 57dB Contour but outside the 2009 57dB Contour; or

(B) within the CADP 66dB Contour but outside the 2009 66dB Contour; and

(ii) form part of a development that as at the date of the Section 106 Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 2 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects); and

(b) dwellings which

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

(ii) form part of a development that as at the date of the Section 106 Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 2 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects).

Orange Land

all that land being part of the Yellow Land and known as land on the east side of Connaught Bridge which interest is registered at the Land Registry under the title number EGL517854 shown hatched orange on Plan 1

Past Noise Insulation Works

(a) any of the First Tier Works, the Public Buildings First Tier Works, the Second Tier Works or the Public Buildings Second Tier Works as those terms are defined in and pursuant to the obligations contained in the 2009 Agreement; or

(b) any Noise Insulation Works as that term was defined in and pursuant to the obligations contained in the 1998 Agreement

Pink Land

all that land and premises being part of the Land shown coloured pink on Plan 1 and known as the 11 Acre Site (on the south side of King George V Dock) the freehold interest of which is registered at the Land Registry under title

Planning Permission	the planning permission granted pursuant to the Appeal
Public Buildings	the following types of public buildings in noise sensitive community use and any other types of public building as agreed between the Airport Companies and the Neighbouring Authority: schools (including but not limited to Britannia Village School) colleges doctors' surgeries health centres hospitals nursing homes (including old people's homes) community centres (but not those used only as social clubs) meeting halls village halls churches and other places of religious worship libraries children's and other day centres creches and nurseries and including any parts of buildings authorised and used for such purposes
Purchase Offer	means an offer to purchase a Residential Dwelling at open market value pursuant to the Purchase Scheme which shall remain open for acceptance during a period of five years from date of offer
Purchase Scheme	means the scheme in the form attached at Schedule 8 (or any amended version of that scheme which is agreed in writing by Newham and which provides at least an equivalent or better form of air noise mitigation) originally required under the 2009 Agreement pursuant to which the Airport Companies shall make a Purchase Offer to any dwelling where the external façade of that dwelling is situated within the Actual 69 dB Contour
Purple Land	means the part of the Pink Land hatched purple on Plan 1 the occupational lease of which is owned by LCA and registered at the Land Registry under title number EGL570410
Reinspection Scheme	means the scheme in the form attached to this Agreement at Schedule 5 (or any amended version of such scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) for the reinspection of properties which have benefited from Past Noise Insulation Works or the CADP Noise Insulation Schemes in order to establish whether the relevant works still meet the acoustic standard specified in the Past Noise Insulation Works or the CADP Noise Insulation Schemes (as the case may be)
Residential Dwelling	means a house, flat, apartment or other place of residence permanently in use for residential purposes within Class C3 or Class C4 of the Town and Country Planning (Use Classes) Order 1987
Second Tier Scheme	the noise insulation scheme in the form attached at Schedule 4 (or any amended version of that scheme which is agreed in writing by the Neighbouring Authority and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Schedule 4) within the Actual 66 dB Contour and with effect from Commencement of Development
Section 106 Agreement	the agreement dated [x] under section 106 Town and Country Planning Act 1990 made between Newham, the

Airport Companies and the Mortgagee relating to the Planning Permission

Yellow Land

means all those freehold parcels of land and premises being part of the Land and registered at the Land Registry under the title numbers EGL343511, EGL371083, EGL519692, EGL518399 and EGL552140 shown coloured yellow on Plan 1 subject to:

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

### **3 Interpretation**

- 3.1 The clause, paragraph, Schedule and Annexure headings and the table of contents used in this agreement are inserted for ease of reference only and shall not affect construction.
- 3.2 The Schedules to this agreement are incorporated into this agreement. References in this agreement and the Schedules to the parties, Schedules and clauses are references respectively to the parties and Schedules to and clauses of this agreement.
- 3.3 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 3.4 Any terms in the Schedules to this Agreement which are not defined herein shall be given the meaning given to them in the Section 106 Agreement.
- 3.5 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part of the whole.
- 3.6 If any condition or covenant contained in this agreement requires a party to it not to do an act or thing it shall be a breach of any such condition or covenant to permit or suffer such act or thing to be done.
- 3.7 References to statutory provisions enactments or EC Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation instrument or order or other subordinate legislation made under such provision enactment or EC Directive.
- 3.8 Where a party consists of more than one person covenants and obligations of that party shall be deemed to be made jointly and severally.
- 3.9 Where the agreement, approval, consent or expression of satisfaction is required by the Airport Companies from the Neighbouring Authority under the terms of this agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Neighbouring Authority by the Borough Planning Officer.

## **4 Legal effect**

- 4.1 This agreement is made pursuant to section 111 Local Government Act 1972 and section 1 Localism Act 2011 in the interests of the environmental well-being of the Neighbouring Authority's administrative area.
- 4.2 This agreement is conditional upon the Commencement of Development.
- 4.3 This agreement does not confer any rights on any person or party (other than the parties to the agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.4 Insofar as any clause or clauses of this agreement are found (for whatever reason) to be invalid illegal or unenforceable such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this agreement.
- 4.5 No person shall be liable for any breach of any of the obligations or other provisions of this agreement after it shall have parted with its entire interest in the Airport but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.6 The Airport Companies and all those deriving title from them shall not be liable to comply with any obligation or restriction in this agreement that is expressed as a continuing obligation if the Airport ceases to operate as a relevant airport under the Airports Act 1986.
- 4.7 The following persons shall not be liable to the Neighbouring Authority under the provisions of this agreement:
- (a) any statutory undertaker or authority (other than LCA or any other operator of the Airport) which acquires or holds land for the sole purposes of its statutory functions;
  - (b) any occupational tenant or licensee with demised premises or a licensed area for use, which is situated at the Land (other than the Airport Companies or any other person who acquires an interest in land for the purposes of using it to operate the Airport).
- 4.8 For the avoidance of doubt:
- (a) where an obligation is entered into by the Airport Companies that obligation shall be sufficiently discharged if it is discharged by any one of the Airport Companies;
  - (b) where any provision of this agreement requires the service on, the provision of information to, consultation with or the approval or agreement of the Airport Companies, it shall be sufficient if such service, provision of information, consultation, approval or agreement is effected through LCA;
  - (c) in the event of any inconsistency between any approval given or deemed to be given, or any requirement or agreement made, or decision taken, pursuant to this agreement by the Airport Companies or any of them, the approval, requirement, agreement or decision (as the case may be) of LCA shall prevail.
- 4.9 No waiver (whether expressed or implied) by the Neighbouring Authority or the Airport Companies of any breach or default in performing or observing any of the covenants terms or conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent the Neighbouring Authority or the Airport Companies from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 4.10 Nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission granted (whether or not on appeal) after the date of this agreement.



- 4.11 In the event of any statutory challenge being made in respect of any decision to grant the Planning Permission on the Appeal, the following provisions shall have effect:
- (a) where any investigation study report scheme or strategy is required to be undertaken submitted approved implemented or operated under this Agreement:
    - (i) any time period within which it is required to be undertaken submitted approved implemented or operated (as the case may be) shall be suspended from the date of the statutory challenge and the unexpired part of such period shall not resume until the date on which the challenge has been finally determined on terms which leave a valid Planning Permission in place provided that if the unexpired period is less than six months that period shall when it resumes be extended to six months; and
    - (ii) any due date by which it is required to have been undertaken submitted approved implemented or operated (as the case may be) shall be postponed until six months after the date on which the challenge has been finally determined on terms which leave a valid Planning Permission in place;
  - (b) if the Annual Performance Report is required to be published during the currency of the statutory challenge or within six months of the challenge being finally determined the content of the Annual Performance Report shall be agreed between the Airport Companies and Newham having regard to the provisions of clause 9.13 of the Section 106 Agreement

PROVIDED THAT in this clause 4.11 the phrase "finally determined" shall be taken to mean that judgment in the statutory challenge has been handed down and all rights of appeal to any higher Court have been exhausted or the relevant time limits for the exercise of those rights have expired without an appeal having been made.

- 4.12 This agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Airport Companies) it is modified by any statutory procedure.
- 4.13 If prior to the date of this agreement any premises had become eligible for the Past Noise Insulation Works or the equivalent of the Reinspection Scheme under the 2009 Agreement but the Airport Companies have not discharged their obligations in that regard then it is agreed that the Airport Companies shall undertake the Past Noise Insulation Works in accordance with the provisions of the First Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 57 dB Contour) or the Second Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 66 dB Contour) or the Reinspection Scheme (as the case may be) as if they were established at the date of this agreement.
- 4.14 Notwithstanding the provisions of this agreement the Neighbouring Authority acknowledges and agrees with the Airport Companies that it shall:
- (a) in granting planning permission after the date of this agreement for development involving the provision of residential dwellings or Public Buildings within the Actual 57dB Contour, the Actual 63dB Contour and the Actual 66dB Contour require by way of planning condition or planning obligation noise mitigation measures which shall achieve at least the same level of noise attenuation as the First Tier Scheme (if the relevant dwellings or Public Buildings are within the Actual 57dB Contour) or the Intermediate Tier Scheme (if the relevant dwellings or Public Buildings are within the Actual 63dB Contour) or the Second Tier Scheme (if the relevant dwellings or Public Buildings are within the Actual 66dB Contour);
  - (b) monitor compliance with and if necessary enforce any planning condition or planning obligation of the type referred to in sub-clause 4.12(a);

- (c) for the purposes of local authority building control ensure that the required standards of construction and insulation for residential dwellings and Public Buildings within the Actual 57dB Contour, the Actual 63dB Contour and the Actual 66dB Contour are monitored and if necessary enforced:

PROVIDED THAT nothing in this agreement shall limit nor fetter the Neighbouring Authority's powers and duties as local planning authority and for the purposes of building control.

## **5 First Tier Scheme**

The Airport Companies covenant jointly and severally with the Neighbouring Authority as follows (but only insofar as the same relates to properties within the administrative area of the Neighbouring Authority):

- (a) to operate the First Tier Scheme; and
- (b) not to use cause or permit the use of the Airport or any part thereof unless the First Tier Scheme is in operation.

For the purposes of this Agreement, references to 'the Council' in Schedule 2 shall be taken to mean references to the Neighbouring Authority.

## **6 Intermediate Tier Scheme**

The Airport Companies covenant jointly and severally with the Neighbouring Authority as follows (but only insofar as the same relates to properties within the administrative area of the Neighbouring Authority):

- (a) to operate the Intermediate Tier Scheme; and
- (b) not to use cause or permit the use of the Airport or any part thereof unless the Intermediate Tier Scheme is in operation.

For the purposes of this Agreement, references to 'the Council' in Schedule 3 shall be taken to mean references to the Neighbouring Authority.

## **7 Second Tier Scheme**

The Airport Companies covenant jointly and severally with the Neighbouring Authority as follows (but only insofar as the same relates to properties within the administrative area of the Neighbouring Authority):

- (a) to operate the Second Tier Scheme; and
- (b) not to use cause or permit the use of the Airport or any part thereof unless the Second Tier Scheme is in operation.

For the purposes of this Agreement, references to 'the Council' in Schedule 4 shall be taken to mean references to the Neighbouring Authority.

## **8 Publicity for noise insulation works**

The Airport Companies covenant jointly and severally with the Neighbouring Authority to:

- (a) advertise the availability of the First Tier Scheme, Intermediate Tier Scheme and Second Tier Scheme at least twice a year in local newspapers which are in circulation within the area bounded by the Actual 57dB Contour and in the administrative area of the Neighbouring Authority;

- (b) publish the availability of the First Tier Scheme, Intermediate Tier Scheme and Second Tier Scheme on the Airport Website and on the website for the LCACC; and
- (c) promote the First Tier Scheme, Intermediate Tier Scheme and Second Tier Scheme through the use of social media.

## **9 The Reinspection Scheme**

The Airport Companies covenant jointly and severally with the Neighbouring Authority as follows (but only insofar as the same relates to properties within the administrative area of the Neighbouring Authority):

- (a) operate the Reinspection Scheme;
- (b) not use cause or permit the use of the Airport or any part of the Airport unless the Reinspection Scheme is in operation; and
- (c) with effect from Commencement of Development, to include as part of the Annual Performance Report a list of properties which have become eligible for the Reinspection Scheme in the preceding 12 months.

For the purposes of this Agreement, references to 'the Council' in Schedule 5 shall be taken to mean the Neighbouring Authority.

## **10 Noise insulation Payments Schemes**

The Airport Companies covenant jointly and severally with the Neighbouring Authority as follows (but only insofar as the same relates to properties within the administrative area of the Neighbouring Authority):

- (a) to continue to operate NIPS 1;
- (b) to operate NIPS 2 from the Commencement of Development; and
- (c) to report to Newham annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under NIPS 1 and NIPS 2.

## **11 Purchase Offer**

The Airport Companies covenant jointly and severally with the Neighbouring Authority as follows (but only insofar as the same relates to properties within the administrative area of the Neighbouring Authority):

- (a) to continue to operate the Purchase Scheme;
- (b) to identify in the Annual Performance Report on 1 June each year any Residential Dwelling with any part of its external elevation which is situated within the Actual 69 dB Contour for the purposes of the Purchase Scheme and within three months of that date to notify the owner/occupier of any dwelling so identified in the Annual Performance Report that they are entitled to benefit from the Purchase Scheme and invite applications from the owner/occupier under the Purchase Scheme; and
- (c) to deal with any applications received from an owner/occupier whose dwelling has been identified in the Annual Performance Report pursuant to sub-clause (b) of this clause 11 in accordance with the timescales specified in the Purchase Scheme.

## **12 Mortgagee's consent**

The Mortgagee acknowledges and declares that this agreement has been entered into by the Airport Companies with its consent and that the Land shall be bound by the obligations contained in this agreement and that the security of the mortgage over the Land shall take effect subject to this agreement provided that the Mortgagee shall otherwise have no liability under this agreement unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person company or other entity deriving title from the Airport Companies.

## **13 Jurisdiction**

This agreement is governed by and interpreted in accordance with the law of England and Wales.

## **14 Delivery**

The provisions of this agreement (other than this clause and clause 13, which shall be of immediate effect) shall be of no effect until this agreement has been dated.

## **15 Counterparts**

This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

## **16 Resolution of disputes**

- 16.1 In the event of any dispute between the parties hereto any party may invite any other party to resolve the dispute by mediation in such manner as the parties may agree. In the event of a dispute between the parties (other than a dispute relating to a matter of law or in relation to the interpretation of this agreement) the parties agree that the matter in dispute will on the application of any of them be referred to a person acting as expert (referred to this clause as the "Expert") being a person with not less than 10 years' recent and relevant experience of the matter in dispute whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the Royal Town Planning Institute on the application of any party and it is further agreed that:

- (a) the determination will be final and binding on the parties save in the case of manifest error;
- (b) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct; and
- (c) the Expert's costs will be borne in such proportions as he or she may direct failing which each party shall bear its own costs of the reference and determination and one half each of the Expert's costs.

## **17 Notices**

- 17.1 Any notice consent or approval required to be given under this agreement shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.

- 17.2 The address for service of any such notice consent or approval as aforesaid shall be:

- (a) in the case of service on the Neighbouring Authority:

[Officer]; and [the address recited above or such other address for service as shall have been previously notified by the Neighbouring Authority];



- (b) in the case of service on the Airport Companies (or any of them) their respective addresses recited above or such other addresses as shall have been previously notified by the Airport Companies (or any of them) to the Council;
- (c) in the case of service on the Mortgagee [the address recited above or such other address for service as shall have been previously notified by the Neighbouring Authority].

17.3 A notice consent or approval required or authorised to be given under this agreement shall be deemed to be served as follows:

- (a) if personally delivered at the time of delivery;
- (b) if posted at the time when it would be received in the ordinary course of business,

and to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope.]

**THIS AGREEMENT** is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this agreement.

The COMMON SEAL of )  
THE LONDON BOROUGH OF [x] )  
was hereunto affixed by Order )

Authorised Signatory

EXECUTED AS A DEED by London City Airport Limited )

acting by: )

Director:

Director/Secretary:

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

Director:

Director/Secretary:

EXECUTED AS A DEED by AMI Property Holdings Limited )  
Limited acting by : )

Director:

Director/Secretary:

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

Director:

Director/Secretary

EXECUTED AS A DEED by West Silvertown Properties )  
Limited acting by: )

Director:

Effector/Secretary:

EXECUTED AS A DEED by North Woolwich Properties Limited)  
Limited acting by: )

Director:

Effector/Secretary:

EXECUTED and DELIVERED as a )  
DEED by )  
as a duly authorised attorney for )  
and on behalf of THE ROYAL )  
BANK OF SCOTLAND PLC in its )  
capacity as Security Agent for )  
the Finance Parties in the presence of: )

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Occupation of witness: .....

**Schedule 1**  
**Details of the Airport Companies' land interests**

<b>Proprietor</b>	<b>Interest</b>	<b>Title Numbers</b>	<b>Shown on Plan 1</b>	<b>Further Details</b>
AMI Property Holdings Limited	Freehold	EGL343511, EGL371083, EGL519692, EGL518399 and EGL552140	Yellow and Orange	-
AMI Property Holdings Limited	Leasehold	EX12292, EGL465048 and TGL338199	Blue Hatched and Blue	-
Docklands Aviation Group Limited	Leasehold	EGL288796, EGL371087, EGL240722 and EGL396965	Yellow, Orange, Blue Hatched and Purple	
London City Airport Limited	Leasehold	EGL518714, EGL527797, EGL527798, EGL527799, EGL481346 and TGL342218	Yellow, Orange, Blue, Blue Hatched and Purple	Occupational leases between Marketspur Limited and London City Airport Limited dated 23 December 1998 and 28 October 1999  Reversionary lease between Marketspur Limited and London City Airport Limited dated 28 October 1999  Lease of Runway 28 Hold and Apron Extension
London City Airport Jet Centre Limited	Leasehold	EGL517854	Orange	Underlease
West Silvertown Properties Limited	Leasehold	EGL291578	Pink	11 Acre Site
North Woolwich Properties Limited	Leasehold	EGL373364	Brown	10 Acre Site



**Schedule 2**  
**First Tier Scheme**

**Schedule 3**  
**Intermediate Tier Scheme**

**Schedule 4**  
**Second Tier Scheme**

**Schedule 5**  
**Reinspection Scheme**



**Schedule 6**  
**NIPS 1**

**Schedule 7**  
**NIPS 2**

**Schedule 8  
Purchase Offer**

## **Plans**

### **1. The Land**



## **2. 1998 57dB Contour**

### **3. 2009 57dB Contour**

#### **4. 2009 66dB Contour**

## **5. CADP 57dB Contour**



## **6. CADP 63dB Contour**

## **7. CADP 66dB Contour**

# ANNEXURE 14

Dated

20[XX]

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London Borough of Newham (1)

[ ] (2)

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## CONFIRMATORY DEED

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

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

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Legal Services  
London Borough of Newham  
Newham Dockside  
1000 Dockside Road, London E16 2QU  
Ref: 13/01228/FUL

THIS CONFIRMATORY DEED is made the                      day of                      20[XX]

**BETWEEN:**

- (1)     **THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London E16 2QU ("Council")
- (2)     [THE COVENANTOR] (Company Number [ ]) of [XX] ("Covenantor")]

**WHEREAS:**

- (A)     This Confirmatory Deed relates to the Covenantor's land and interests the details of which are set out in the Schedule to this Confirmatory Deed and which is shown edged red on the plan annexed to this Confirmatory Deed (the "Site").
- (B)     On [                      ] 20[XX] the Principal Deed (as defined within this Confirmatory Deed) was entered into.
- (C)     The Council is the local planning authority for the area within which the Site is situated and by whom the obligations contained in the Principal Deed are enforceable.
- (D)     This Confirmatory Deed is intended to be enforceable by the Council against the Covenantor and to be binding in respect of the Site in accordance with this Confirmatory Deed and the Principal Deed.
- (E)     This Confirmatory Deed is required pursuant to [Clause 9.14] of the Principal Deed to enable the Development to be carried out or occupied in that part of the Land within which the Site falls and is entered into for the purpose of ensuring that all of the Covenantor's interest in the Site shall be bound by the Relevant Obligations

**1     INTERPRETATION**

- 1.1     Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the Principal Deed.
- 1.2     For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:

"Act"	means the Town and Country Planning Act 1990 as amended
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- 2.5 The Council covenants with the Covenantor in respect of the Site to perform the Relevant Obligations on their part contained in the Principal Deed.

### **3 COVENANTOR'S OBLIGATIONS**

- 3.1 The Covenantor hereby covenants agrees and undertakes (for itself and its successors in title to the Site) that its interests in the Site shall henceforth be bound by the Relevant Obligations made by the "Airport Companies" as if the Covenantor was a party to the Principal Deed when it was executed by the parties set out in the Principal Deed and insofar as the Relevant Obligations remain to be complied with in accordance with the Principal Deed which are expressed to bind the whole or any part of the Land which includes the Site or the part of the Development to be accommodated or located on the Site.
- 3.2 For the avoidance of doubt, any references in the Principal Deed to the "Airport Companies" shall be read to the extent required in accordance with this Confirmatory Deed as including references to the Covenantor.

### **4 COMPLIANCE BY THE COUNCIL**

- 4.1 The Council agrees with the Covenantor that if and insofar as relevant to the Site and the development of it in accordance with the Planning Permission (as defined in the Principal Deed") it will comply with its Relevant Obligations if and to the extent that they affect or apply or relate to the Site and the Relevant Obligations which the Covenantor shall undertake in accordance with the terms of this Confirmatory Deed.

### **5 REGISTRATION**

- 5.1 This Confirmatory Deed is a local land charge and shall be registered as such by the Council.

## **SCHEDULE**

**[Include details of Covenantor's interest]**

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

  
Authorised Signatory:

[Include signatory block for Covenantor]

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