

Deed of Variation of Section 106 Agreement dated 30 April
2010 in relation to land at London Southend Airport, Aviation
Way, Rochford, Essex

Dated

20 June

2012

Rochford District Council
(Rochford)

Southend-on-Sea Borough Council
(Southend)

Essex County Council
(Essex)

London Southend Airport Company Limited
(Operator)

Prudential Trustee Company Limited
(New Mortgagee)

Deed of Variation of Section 106 Agreement dated 30 April 2010

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Between

- (1) **Rochford District Council (Rochford)** of Council Offices, South Street, Rochford, Essex SS4 1BW;
- (2) **Southend-on-Sea Borough Council (Southend)** of Civic Centre, Victoria Avenue, Southend-on-Sea, Essex SS2 6ER;
- (3) **Essex County Council (Essex)** of County Hall, Market Road, Chelmsford, Essex, CM1 1HQ;
- (4) **London Southend Airport Company Limited (the Operator)** registered in England with number 02881745 whose registered office is at Stretton Green Distribution Park, Langford Way, Appleton, Warrington, Cheshire WA4 4TZ; and
- (5) **Prudential Trustee Company Limited (the New Mortgagee)** registered in England with number 1863305 whose registered office is at Laurence Pountney Hill, London EC4R 0HH.

Recitals

- A Words and phrases used in this Deed are defined in Clause 1.1.
- B The Owner is the freehold owner of part of the Land registered at HM Land Registry under title numbers EX503626 and EX718082.
- C The Operator has the benefit of leasehold interests in part of the Land registered at HM Land Registry under title numbers EX515913 and EX817808 and demised under a lease dated 12 December 2007 between the Owner and the Operator and a freehold interest in part of the Land registered under title number EX3937.
- D The New Mortgagee has the benefit of a legal charge dated 28 May 2010 over part of the Land (being land registered at HM Land Registry under title numbers EX 515913 and EX3937) which was registered at HM Land Registry on 2 July 2010.
- E Rochford is the local planning authority for the purposes of Part I of the 1990 Act for the administrative area within which the Rochford Land is situated.
- F Essex is the local highway authority for the purposes of the 1980 Act for the administrative area within which the Rochford Land is situated.
- G Southend is both the local planning authority for the purposes of Part I of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the administrative area within which the Southend Land is situated.
- H On 20 January 2010 Southend resolved (acting by its Development Control Committee) to grant the Planning Permission subject to the imposition of conditions and the prior completion of a planning obligation in the form of the Section 106 Agreement.
- I On 30 April 2010 the Parties entered into the Section 106 Agreement and the Planning Permission was granted pursuant to the resolution set out at Recital H above.

- J Subsequent to the grant of Planning Permission, the Parties reviewed the obligations set out in the Section 106 Agreement and have agreed to vary the Section 106 Agreement on the terms set out in this Deed.

It is agreed:

1 Definitions

- 1.1 Words and phrases used in this Deed shall where the context so admits have the meanings given to them by the Section 106 Agreement (where relevant as amended by this Deed) save for the following expression which shall have the following meaning:

Section 106 Agreement means the deed entered into between Rochford, Southend, Essex, the Operator and the Mortgagee dated 30 April 2010 relating to land at London Southend Airport, Aviation Way, Rochford, Essex, a copy of which is attached to this Deed at Appendix 1.

2 Interpretation

- 2.1 Covenants by any party which comprise more than one person shall be deemed to be joint and several and words importing persons will include firms companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of masculine gender will include the feminine and neuter gender and vice versa.
- 2.2 An obligation in this Deed not to perform or carry out an action shall include an obligation not to procure allow or permit the performance or carrying out of that action.
- 2.3 References in this Deed to any Recital, Clause, Schedule or Paragraph (or any part of them) shall unless the context otherwise requires be references to a recital clause schedule or paragraph (or any part of them) of this Deed.
- 2.4 References in this Deed to any enactment regulation order or circular includes any statutory modification or re enactment or replacement thereof (as the case may be) for the time being in force.
- 2.5 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed.
- 2.6 References in this Deed to the Owner, the Operator and the New Mortgagee shall where the context so admits or requires include the successor in title to their respective interests in the Land.
- 2.7 References in this Deed to the Councils shall include any successor to their respective functions as the local planning authority and/or the local highway authority (as the case may be) in relation to the Rochford Land and the Southend Land respectively and any body to which all or part of their respective functions may lawfully have been transferred.
- 2.8 For the avoidance of any doubt the Section 106 Agreement shall remain in full force and effect save as varied by this Deed.

3 Statutory powers

- 3.1 This Deed is entered into pursuant to Section 106A of the 1990 Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act with intent to bind the Land (and each and every part of it) and all interests in it.
- 3.2 This Deed is intended to be enforceable by the Councils on the terms set out in this Deed.

4 Variation

The Parties agree to vary the Section 106 Agreement in the following manner:

Variations to the definitions in clause 1.1 of the Section 106 Agreement

- 4.1 A new definition of "Cargo ATM(s)" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:
- "Cargo ATM(s)" means an ATM the primary purpose of which is the carriage of goods including but not limited to freight, unaccompanied baggage and mail".*
- 4.2 A new definition of "Conditions of Use" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:
- "Conditions of Use" means the terms and conditions pursuant to which Operating Airlines are permitted to use the Airport by the Operator".*
- 4.3 A new definition of "Delayed ATM(s)" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:
- "Delayed ATM(s)" means an ATM where the aircraft was scheduled to take off or land prior to 2300 hours and the take off or landing (as the case may be) was delayed due to unforeseen weather conditions, industrial action, temporary runway closure/repairs at the Airport or air traffic control delays or clearances beyond the control of the aircraft operator and/or the Owner or the Operator (as the case may be)".*
- 4.4 A new definition of "Diverted ATM(s)" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:
- "Diverted ATM(s)" means unforeseen diversions of ATMs from other airports to the Airport due to weather conditions, industrial action, temporary runway closure/repairs".*
- 4.5 A new definition of "Exempt ATM(s)" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:
- "Exempt ATM(s)" means ATMs by the police and/or HM Customs and/or the Coastguard and/or the military and/or the Air Ambulance Service and/or ATMs collecting or delivering human blood and/or organ transplants and/or ATMs carrying or meeting officials on Government business and/or any ATM which is made in an emergency consisting of an immediate danger to the life or health of humans or animals".*
- 4.6 A new definition of "Operating Airline(s)" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:

"Operating Airline(s)" means all airlines or other private or commercial organisations which use the Airport for the take off and landing of aircraft".

- 4.7 The definition of "Original Consents" in clause 1.1 of the Section 106 Agreement shall be deleted and replaced with the following:

"The Original Consents" means the outline planning permission dated 19 July 1999 under reference number 97/00526/OUT (as varied by permission dated 24 January 2008 under reference number 07/01056/FUL and any subsequent planning permission granted as a consequence of an application to vary either permission reference 97/00526/OUT or permission reference 07/01056/FUL) and reserved matters approval dated 25 November 2004 under reference number 04/00639/REM."

- 4.8 The definition of "South West Area" in clause 1.1 of the Section 106 Agreement shall be deleted and replaced with the following:

"South West Area" means the triangular area shown hatched green on Plan 3 and falling within the following co-ordinates: (i) latitude 51° 33 11.31 & longitude 000° 38 04.95; (ii) latitude 51° 32 28.52 & longitude 000° 38 54.55; and (iii) latitude 51° 34 17.55 & longitude 000° 41 44.50".

- 4.9 A new definition of "Secondary Surveillance Radar" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:

"Secondary Surveillance Radar" means a surveillance radar system which uses transmitters / receivers (interrogators) and transponders to determine the position of an aircraft in range and azimuth, and accords with ICAO Standards and Recommended Practices, Annex 10, Chapter 4 – Surveillance Radar and Collision Avoidance Systems".

- 4.10 A new definition of "Passenger Flight(s)" shall be added to clause 1.1 of the Section 106 Agreement to read as follows:

"Passenger Flight(s)" means an ATM by a commercial passenger aircraft carrying passengers whether scheduled or unscheduled and for the avoidance of doubt excluding:

(a) movements by commercial passenger aircraft which are carrying no passengers; and

(b) movements by business jets or other business aircraft which are subject to private air charter".

Variations to clause 9.9.2 of the Section 106 Agreement

- 4.11 The address for service in respect of the New Mortgagee at clause 9.9.2 of the Section 106 Agreement shall be deleted and replaced with the following:

"Prudential Trustee Company Limited, Laurence Pountney Hill, London EC4R 0HH".

Variations to the Second Schedule to the Section 106 Agreement

- 4.12 The Second Schedule to the Section 106 Agreement shall be deleted in its entirety and replaced with the provisions set out in the Schedule 1 to this Deed.

5 New Mortgagee's consent

The New Mortgagee agrees to its interest in the Land being subject to the obligations contained within the Section 106 Agreement (as varied by this Deed) PROVIDED THAT the New Mortgagee shall not be liable pursuant to the Section 106 Agreement (as varied by this Deed) unless and until it enters into possession of the Land (or any part of it).

6 Third party rights

A person who is not party to this Deed may not enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

7 Jurisdiction

The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed. Each party agrees to waive any objection to the English courts, whether on the grounds of venue or that the forum is not appropriate.

8 Governing law

English law governs this Deed and its interpretation and any non-contractual obligations arising from or connected with this Deed.

9 Counterparts

The parties may execute this Deed in any number of counterparts, each of which is an original. A set of counterparts, executed by all the parties, together forms one and the same instrument.

Schedule 1

The Second Schedule to the Section 106 Agreement shall be deleted in its entirety and replaced with the following:

1 GENERAL

Reporting

- 1.1 An Annual Report shall be presented to the ACC which shall include (without limitation) a report on each of the following matters:
- (a) the effectiveness of the implementation of the ASAS and associated Green Travel Plan;
 - (b) details of local employment initiatives and the effectiveness of the local employment policy set out in Paragraph 2 of this Second Schedule;
 - (c) the effectiveness of the Quiet Operations Policy and performance of noise monitoring procedures (including any breaches thereof with the date, time, nature of the breach and the identity of the Ground Operator and/ or Operating Airline);
 - (d) a summary of any noise complaints received within the preceding twelve (12) months from the public associated with the Airport and any action taken to mitigate any adverse effects identified;
 - (e) a summary of any air quality monitoring results pursuant to the approved Air Quality Monitoring Programme;
 - (f) a summary of the Carbon and Environmental Management Plan and the progress of all resulting initiatives;
 - (g) a summary of how the Sustainable Procurement Policy has been implemented in the preceding twelve (12) months;
 - (h) the performance of the Preferred Runway Procedures (including any review or refinement of them in accordance with the terms of this Second Schedule);
 - (i) a summary of any monies received from aircraft operators pursuant to Paragraph 3.56 of this Second Schedule and an outline of any project on which those monies have been spent;
 - (j) details of each Breach (including the date, time, nature of the Breach and the identity of the Ground Operator) and any action taken by the Operator (including date and time) pursuant to Paragraphs 3.30 and 3.46 of this Second Schedule;
 - (k) the total number of:
 - (i) ATMs; -
 - (ii) Cargo ATMs;
 - (iii) ATMs undertaken by Boeing 737-300 aircraft;

- (iv) ATMs within the Quota Night Period;
- (v) Diverted ATMs (including detail as to those Diverted ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be a Diverted ATM);
- (vi) Delayed ATMs (including detail as to those Delayed ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be a Delayed ATM); and
- (vii) Exempt ATMs (including detail as to those Exempt ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be an Exempt ATM)

itemised by reference to each class of Quota Count

1.2 The first Annual Report shall be presented to the ACC no later than one (1) year after the Opening Date and each subsequent Annual Report shall be submitted to the ACC no later than each subsequent anniversary of the Opening Date.

1.3 To use reasonable endeavours to implement at its own expense all reasonable requirements of the ACC made to ensure the effectiveness of the measures referred to in Paragraph 1.1 of this Second Schedule and to report in respect of the action undertaken at the request of the ACC in the next Annual Report.

1.4 Within 28 working days of the last day of each Quota Month the Operator shall provide to Southend a report setting out the total number of:

- (i) ATMs;
- (ii) Cargo ATMs;
- (iii) ATMs undertaken by Boeing 737-300 aircraft;
- (iv) ATMs within the Quota Night Period;
- (v) Diverted ATMs (including detail as to those Diverted ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be a Diverted ATM);
- (vi) Delayed ATMs (including detail as to those Delayed ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be a Delayed ATM); and
- (vii) Exempt ATMs (including detail as to those Exempt ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be an Exempt ATM)

that occurred at the Airport during that Quota Month itemised by reference to each class of Quota Count

1.5 Within 28 working days of the last day of every three Quota Months the Operator shall provide to the ACC and Southend a report setting out the total number of:

- (i) ATMs;
- (ii) Cargo ATMs;
- (iii) ATMs undertaken by Boeing 737-300 aircraft;
- (iv) ATMs within the Quota Night Period;
- (v) Diverted ATMs (including detail as to those Diverted ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be a Diverted ATM);
- (vi) Delayed ATMs (including detail as to those Delayed ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be a Delayed ATM); and
- (vii) Exempt ATMs (including detail as to those Exempt ATMs within the Quota Night Period and the Operator's reasons for why it considers each ATM to be an Exempt ATM)

that occurred at the Airport during the three preceding Quota Months itemised by reference to each class of Quota Count and shall publish such report on the Operator's website

Trigger Dates

- 1.6 To provide the Councils with no less than twenty eight (28) days' prior notice of the Commencement of the Development, the Commencement of the Runway Extension and the Opening Date.

Passenger Throughput

- 1.7 At all times to record and maintain data showing the total number of passengers using the Terminal.
- 1.8 Within twenty one (21) days of receipt of a request in writing, to provide the Councils with data showing the total number of passengers using the Terminal for the three (3) month period preceding such a request PROVIDED THAT the first such request shall not be made before the Relevant Date PROVIDED FURTHER THAT the Southend or the Operator (as the case may be) shall not be required to respond to more than four (4) such requests in each Quota Year.

2 ECONOMIC IMPACT

- 2.1 To use reasonable endeavours to ensure that contractors engaged in the construction of the Development make known and publicise locally all new employment opportunities arising out of the construction of the Development and work with local employment and regeneration agencies in order to make known and publicise such employment opportunities.
- 2.2 To make known and publicise locally all new employment opportunities arising out of the operation of the Development and to work with local employment and regeneration agencies to make known and publicise such opportunities.

- 2.3 To maintain and keep under review a Site Employment Strategy which shall recognise the importance of the Airport as a major employment site in the administrative areas of the Councils.
- 2.4 To consult the Councils and other parties including the Learning and Skills Council (or such other successor body as the case may be), education facilities based in the administrative areas of the Councils, Job Centre Plus and other employers at the Airport in maintaining and developing the Site Employment Strategy.
- 2.5 To consult Job Centre regarding the coordination of employment vacancies at the Airport and candidate referencing and training.
- 2.6 To consult major employers in the administrative areas of the Councils and in so far as is allowed by law use reasonable endeavours to ensure appropriate employment opportunities for residents of the administrative areas of the Councils.
- 2.7 To maintain and promote a programme of on-site training and to provide and encourage apprenticeship, graduate student placement and work experience schemes across the Airport where reasonably practicable.

3 QUIET OPERATIONS POLICY

General

- 3.1 Not to operate the Airport otherwise than in accordance with the Quiet Operations Policy.

Accountability and Promulgation

- 3.2 Not to Commence the Development unless and until a senior manager within its employ has been appointed as the Noise Manager who shall have responsibility for co-ordinating and progressing delivery of the Quiet Operations Policy and to ensure the appointment of a Noise Manager at all times thereafter.
- 3.3 Not to Open the Extended Runway unless and until (acting through the Noise Manager) it has notified in writing all those whose activities at the Airport have noise implications (including operations staff, airlines, air traffic control, tenants/users and other operators) that they are required to adopt and observe the Quiet Operations Policy and publish noise abatement procedures in line with the recommendations of the ICAO and the UK AIP for the Airport PROVIDED THAT safety requirements shall be paramount in all circumstances.
- 3.4 As soon as reasonably practicable and in any event no later than three (3) months after providing notification pursuant to Paragraph 3.3 of this Second Schedule, to use reasonable endeavours to ensure that Ground Operators have adopted the Quiet Operations Policy and published noise abatement procedures in line with the recommendations of the ICAO and the UK AIP including but not limited to ensuring that these requirements are incorporated into all relevant contracts and protocols associated with the operation of the Airport such as those related to property interests, employment, the provision of goods and services and the provision of transport services PROVIDED THAT safety requirements shall be paramount in all circumstances.

Public Noise Complaints Handling Service

- 3.5 Not to Open the Extended Runway until it has established a public noise complaints handling service in respect of the Airport which shall provide for the following:-
- (a) an investigation into each complaint (or series of complaints by an individual) received;
 - (b) that a report of the outcome of the investigation is included in a response to each complainant;
 - (c) that a summary both of the complaint, and the response to the complainant, is included in each Annual Report; and
 - (d) that a full record of the complaint, and a copy of the response to the complainant, is available for review by the Chairman of the ACC.
- 3.6 To maintain the public noise complaints handling service at all times following the Opening Date.

Noise Monitoring System

- 3.7 To prepare:-
- (a) a Noise Monitoring System;
 - (b) the Contours; and
 - (c) the extent of the boundary within which properties will qualify for acquisition or inclusion within the Sound and Thermal Insulation Grants Scheme (as the case may be)

in consultation with Rochford and Southend.

- 3.8 The Noise Monitoring System shall provide for the following measures:-
- (a) subject to obtaining all necessary consents, two (2) fixed Noise Monitoring Terminals at locations to be approved by Rochford and Southend to be used to check actual noise levels from departing and arriving aircraft;
 - (b) from time to time, and as required, one (1) mobile Noise Monitoring Terminal to be used to assist in verifying ground noise and reviewing noise complaints;
 - (c) a programme for providing Rochford and Southend with the output from the Noise Monitoring Terminals;
 - (d) a report on the tracks flown by aircraft; and
 - (e) it shall have the functionality to report on the number of ATMs that have operated over defined areas including the South West Area within given periods, as shall be agreed between the Operator and Rochford and Southend (each party acting reasonably)

PROVIDED THAT the Noise Monitoring Terminals shall be purpose designed for aircraft noise monitoring and shall be maintained and calibrated by the Operator in accordance with the manufacturers' instructions.

- 3.9 Not to Commence the Runway Extension until the Noise Monitoring System prepared in accordance with Paragraphs 3.7 and 3.8 of this Second Schedule has been submitted to Rochford and Southend for their approval.
- 3.10 Unless otherwise approved in writing by the Councils, not to Open the Extended Runway unless and until the Noise Monitoring System has been approved and implemented and the apparatus required to operate the approved Noise Monitoring System has been installed and made operational.
- 3.11 To ensure that:-
- (a) Rochford and Southend are informed (every three (3) months) as to the outputs from the Noise Monitoring Terminals in accordance with the approved Noise Monitoring System; and
 - (b) the outputs include sufficient detail of ATMs so that each noise event(s) can be correlated to a specific flight so far as is reasonably practicable.

Property Acquisition and the Sound and Thermal Insulation Grants Scheme

- 3.12 As soon as reasonably practicable and in any event no later than two (2) months after the expiration of the ninety two (92) day summer period immediately preceding the Opening Date, to:
- 3.12.1 prepare, or procure the preparation by an independent firm of aviation noise specialists of, the Contours taking account of aircraft type, flight patterns, average actual runway split (in terms of ATMs) and destinations subsisting using a Model and displayed in map form; and
 - 3.12.2 if the Operator has prepared the Contours itself (as distinct from having procured the preparation of the Contours by an independent firm of aviation noise specialists), submit the Contours prepared pursuant to sub-paragraph 3.12.1 to an independent firm of aviation noise specialists for verification; and
 - 3.12.3 submit Contours prepared pursuant to sub-paragraph 3.12.1 (accompanied by the certificate of verification from the independent firm of aviation noise specialists given pursuant to sub-paragraph 3.12.2, if applicable) to Rochford and Southend
- 3.13 No later than eighteen (18) months after the Opening Date to submit to Rochford and Southend for their approval the extent of the boundary within which properties will qualify for acquisition or inclusion within the Sound and Thermal Insulation Grants Scheme (as the case may be). The boundary shall be based upon the Contours and (subject to the following Paragraphs of this Second Schedule) where residential properties are assessed as:-
- (a) falling within the 69 dB LAeq 16 hour day time noise contour, to offer to purchase the property at open market value; or
 - (b) falling within the 63 dB LAeq 16 hour day time noise contour, then Habitable Rooms in those properties shall qualify for inclusion in the Sound and Thermal Insulation Grants Scheme.

- 3.14 Only properties which:-
- (a) are in residential use; or
 - (b) have the benefit of an extant planning permission for use as a dwelling; or
 - (c) are in education or hospital use; or
 - (d) have the benefit of an extant planning permission for education or hospital use
- as at the Opening Date shall qualify for acquisition or inclusion in the Sound and Thermal Insulation Grants Scheme (as the case may be).
- 3.15 Properties or extensions to properties which are constructed or modified for use as a dwelling after the grant of the Planning Permission shall not be Qualifying Properties nor qualify for acquisition.
- 3.16 An Exempt Property cannot in any circumstances be a Qualifying Property or qualify for acquisition.
- 3.17 The Sound and Thermal Insulation Grants Scheme shall come into operation immediately following its approval by Rochford and Southend.
- 3.18 Subject to Paragraph 3.19 of this Second Schedule the financial contribution payable in respect of each Qualifying Property shall equate to:-
- (a) either one hundred per cent (100%) of the cost of installing secondary sound insulation or secondary double glazing to the Habitable Rooms; or
 - (b) fifty per cent (50%) of the cost of installing primary double glazing to the Habitable Rooms; and
 - (c) one hundred percent (100%) of the cost of installing loft insulation of a type to at least 270mm so as to improve the sound attenuation of the Qualifying Property.
- 3.19 The Owner or the Operator (as the case may be) shall have the right (at its absolute discretion) either to appoint or specify a nominated contractor or to carry out the work with its own contractors.
- 3.20 Qualifying Properties shall only be entitled to one (1) grant and once installed the secondary sound and thermal insulation or double glazing (as the case may be) shall become the responsibility of the owner and/or occupier of the Qualifying Property.
- 3.21 Where a kitchen and living area are in the same room or where an external door opens immediately into a Habitable Room then they will be eligible under the Sound and Thermal Insulation Grants Scheme.
- 3.22 Where required mechanical ventilators shall be fitted in accordance with the performance standards included in the Building Regulations 2000 (Approved Document F: Means of Ventilation 2006 Edition) and once fitted the ventilators shall become the responsibility of the owner and/or occupier of the Qualifying Property.
- 3.23 Where secondary sound insulation or double glazing (as the case may be) is fitted to a window facing south and this gives rise to solar gain an additional sum of up to one hundred

and fifty pounds (£150) Index Linked (including VAT) shall be paid for solar shading measures.

- 3.24 All work carried out under the Sound and Thermal Insulation Grants Scheme shall be guaranteed for a minimum of five (5) years against defective workmanship or materials.
- 3.25 The Owner or the Operator (as the case may be) and/or its contractors shall be responsible for obtaining any necessary planning permissions, building regulations approvals or any other consent(s) in respect of work carried out pursuant to the Sound and Thermal Insulation Grants Scheme save that the Owner or the Operator (as the case may be) shall not be responsible for obtaining any listed building consent for such work which shall in all cases be the responsibility of the owner and/or the occupier of the Qualifying Property.
- 3.26 To review the Contours in consultation with Rochford and Southend no later than six (6) months after each two (2) year anniversary of the Opening Date using the Model and having regard to:-
- (a) the anticipated aircraft operations for the forthcoming year; and
 - (b) any adjustments or validation which shall be deemed appropriate based on a comparison of the actual noise levels measured by the Noise Monitoring Terminals during the preceding year compared to the values predicted by the Model at the locations of the Noise Monitoring Terminals.
- 3.27 Having consulted Rochford and Southend, and in any event no later than three (3) months after concluding the review pursuant to Paragraph 3.26 of this Second Schedule, to submit a revised contour map to Rochford and Southend. Where any additional property is assessed as:-
- (a) falling within the 69 dB LAeq 16 hour day time noise contour, to offer to purchase the property at open market value; or
 - (b) falling with the 63 dB LAeq 16 hour day time noise contour, then Habitable Rooms in that property shall qualify for inclusion in the Sound and Thermal Insulation Grants Scheme,

the boundaries of the Sound and Thermal Insulation Grants Scheme shall be amended accordingly.

- 3.28 Each Qualifying Property shall qualify for sound and thermal insulation under the Sound and Thermal Insulation Grants Scheme for a period of ten (10) years from the date of its first inclusion in the Sound and Thermal Insulation Grants Scheme.

Ground Noise

- 3.29 Not to Commence the Runway Extension until it has submitted to Rochford and Southend a scheme to promote quiet ground operations at the Airport PROVIDED THAT the scheme as submitted shall contain:-
- (a) a timetable for its implementation;
 - (b) a mechanism for its review after five (5) years; and

- (c) a mechanism for enforcement and using reasonable endeavours to make sure that Ground Operators are bound by the terms of the scheme.

3.30 Not to operate the Airport otherwise than in accordance with the scheme approved pursuant to Paragraph 3.29 of this Second Schedule and in the event of any Breach:-

- (a) the Operator shall use best endeavours (in consultation with Rochford and Southend) to:-
 - (i) immediately stop the Breach (to the extent that it is still subsisting);
 - (ii) remedy the Breach and/or mitigate any harm arising out of the Breach (within such timeframe and in such manner as shall be approved by Rochford and/or Southend);
 - (iii) prevent such Breach from recurring; and
 - (iv) assist Rochford and/or Southend in taking any enforcement action in respect of the Breach, if requested to do so;
- (b) the details of each Breach (including the date, time, identity of the Ground Operator and nature of the Breach) shall be notified in writing to the said Ground Operator and included within each Annual Report; and
- (c) the details of any action taken by the Operator (including the date and time) pursuant to (a) and (b) of this Paragraph 3.30 shall be notified in writing to Rochford and/or Southend and included within each Annual Report.

Night Noise Provisions including the Quota Count System

3.31 In Paragraphs 3.31 – 3.45 of this Second Schedule:-

- (a) the noise classification of any aircraft shall be that set out in the schedule to the Notice; and
- (b) the Quota Count of any aircraft on take-off or landing shall be calculated on the basis of the noise classification for that aircraft on take-off or landing (as appropriate), as follows:-

Noise Classification (EPNDB)	Quota Count
0 – 86.9	0.25
87 – 89.9	0.5
90 - 92.9	1
93 - 95.9	2
96 - 98.9	4
99 - 101.9	8
Greater than 101.9	16

- (c) an aircraft shall be deemed to have taken off or landed at the local time recorded by the air traffic control unit of the Airport;
- (d) in the event the ACC agrees that each Delayed ATM or Diverted ATM or Exempt ATM comprised in the reports submitted by the Operator pursuant to Paragraph 1 of this Second Schedule constitutes a Delayed ATM or Diverted ATM or Exempt ATM then each such ATM shall be excluded from the Quota provided the aircraft concerned has a Quota Count of less than or equal to one (1); and
- (e) in the event the ACC decides that any Delayed ATM or Diverted ATM or Exempt ATM comprised in the reports submitted by the Operator pursuant to Paragraph 1 of this Second Schedule did not constitute an Delayed ATM or Diverted ATM or Exempt ATM then such ATM shall be included in the Quota.

3.32 Not Used.

3.33 Subject to Paragraphs 3.31 and 3.34 – 3.38 (inclusive) of this Second Schedule, from the Opening Date:

- (a) the number of ATMs during the Quota Night Period shall not exceed the Quota PROVIDED THAT compliance with the Quota shall be assessed against the total number of such ATMs in the relevant Quota Year; and
- (b) no aircraft with a Quota Count of more than one (1) nor any helicopter shall be permitted to take off from, and/or land at, the Airport during the Quota Night Period unless it is a Delayed ATM or a Diverted ATM or an Exempt ATM; and
- (c) a Delayed ATM or a Diverted ATM or an Exempt ATM undertaken by an aircraft with a Quota Count of more than one (1) shall be included in the Quota, but shall not be included in the Quota if it is less than or equal to one (1).

3.34 No Passenger Flight shall take off from or land at the Airport during the Quota Night Period unless it is a Delayed ATM or a Diverted ATM PROVIDED THAT up to ninety (90) such flights in any one (1) Quota Month may be scheduled to land at (but not take off from) the Airport between 2300 and 2330 hours, subject to:

3.34.1 all such scheduled landings only being of aircraft with a Quota Count of less than or equal to one (1); and

3.34.2 all such scheduled landings being included within the Quota.

3.35 The following penalty provisions shall apply:

- (i) if the number of ATMs during the Quota Night Period in a Quota Month exceeds the Quota by ten percent (10%) or less (rounded down to the nearest whole movement) the Quota for the following Quota Month shall be reduced by the same number of ATMs as exceeded the previous Quota Month; and
- (ii) if the number of ATMs during the Quota Night Period in a Quota Month exceeds the Quota by more than ten percent (10%) (rounded down to the nearest whole movement) the Quota for the following Quota Month shall be reduced by:
 - (a) the same number of ATMs as exceeded the previous Quota Month up to ten percent (10%); and

- (b) by twice the same number of ATMs as exceeded the previous Quota Month for the number of ATMs over ten percent (10%); and

for the avoidance of doubt the following shall serve as a hypothetical example of how these penalty provisions shall be applied:

Example 1: Quota for a given Quota Month exceeded by less than 10%

- (i) Quota in Month 1 = 120 ATMs;
- (ii) 10% Limit = $120 \times 10\% = 12$ ATMs;
- (iii) Actual number of qualifying ATMs recorded = 125 ATMs;
- (iv) Quota exceeded by 5 ATMs which is less than 10% of the Quota;
- (v) Quota in Month 2 = $120 \text{ ATMs} - 5 \text{ ATMs} = 115$ ATMs; and
- (vi) The 10% limit for Month 2 = $115 \times 10\% = 11.5$ ATMs rounded to 11.

Example 2: Quota for a given Quota Month exceeded by more than 10%

- (i) Quota in Month 1 = 120 ATMs;
- (ii) 10% Limit = $120 \times 10\% = 12$ ATMs;
- (iii) Actual number of qualifying ATMs recorded = 136 ATMs;
- (iv) Quota exceeded by 16 ATMs which is more than 10% of the Quota;
- (v) Of the 16 excessive ATMs, 12 ATMs equate to 10% and 4 ATMs over the 10% limit which therefore incurs a reduction of twice the number of ATMs, i.e. 8 ATMs;
- (vi) Quota in Month 2 = $120 \text{ ATMs} - 20 \text{ ATMs} = 100$ ATMs; and
- (vii) The 10% limit for Month 2 = $100 \times 10\% = 10$ ATMs.

Aircraft Restrictions

- 3.36 Subject to Paragraph 3.37 of this Second Schedule, from the Opening Date no aircraft with a Quota Count of more than two (2) shall be permitted to take off from, and/or land at, the Airport unless it is a Diverted ATM or an Exempt ATM.
- 3.37 From the Opening Date, aircraft with a Quota Count of up to (and including) four (4) may use the Airport for maintenance purposes, subject to:
 - 3.37.1 such aircraft being permitted to only take off from, or land at, the Airport during the Daytime; and
 - 3.37.2 the total number of ATMs carried out by such aircraft with a Quota Count of more than two (2) but up to (and including) four (4) shall not exceed sixty (60) in each Quota Year; and
 - 3.37.3 the following penalty provisions shall apply:

- (i) if the number of ATMs by aircraft with a Quota Count of more than 2 (two) but up to (and including) 4 (four) exceeds sixty (60) in a Quota Year by ten percent (10%) or less (rounded down to the nearest whole movement) the maximum number of ATMs for such aircraft in the following Quota Year shall be reduced by the same number of ATMs as exceeded the maximum number of ATMs in the previous Quota Year; and
- (ii) if the number of ATMs by aircraft with a Quota Count of more than 2 (two) but up to (and including) 4 (four) exceeds sixty (60) in a Quota Year by greater than ten percent (10%) (rounded down to the nearest whole movement) the maximum number of ATMs for such aircraft in the following Quota Year shall be reduced by:
 - (a) the same number of ATMs as exceeded the maximum number of ATMs in the previous Quota Year up to ten percent (10%); and
 - (b) by twice the same number of ATMs as exceeded the maximum number of ATMs in the previous Quota Year over ten percent (10%)

3.38 To use reasonable endeavours to ensure that no ATMs occur between 1055 hours and 1105 hours on 11 November each and every Quota Year.

Runway Take Off & Landing Procedures during the Quota Night Period

3.39 From the Opening Date, all aircraft will only take off to the north east of the Airport (using runway 06) and land from the north east of the Airport (using runway 24), during the Quota Night Period PROVIDED THAT:-

- (a) any revisions to the UK AIP which are relevant to the provisions in this Paragraph 3.39 shall be deemed to be incorporated into this Paragraph 3.39; and
- (b) the requirements in this Paragraph 3.39 may at any time be departed from to the extent that it is necessary having regard to:-
 - (i) safety;
 - (ii) any reasonable requirements of the air traffic control of the Airport to ensure the safe operation of the Airport and aircraft using it;
 - (iii) the standard separation requirements of National Air Traffic Services;
 - (iv) the weather conditions prevailing at the time of the relevant ATM making it unsafe for an aircraft to take off to the north east of the Airport or land from the north east of the Airport;
 - (v) the performance capabilities of the aircraft to take off from or land at the Airport in the prevailing conditions at the time of the relevant ATM; and/or
 - (vi) the limitations of the approach aid facilities at the Airport; and
- (c) the requirements in this Paragraph 3.39 shall not apply to any Circuit; and
- (d) the Operator shall maintain records of all occasions when an ATM does not use the Preferred Runway Procedures together with the reason(s) why it did not do so and include this information in the Annual Report

Preferred Runway Take Off & Landing Procedures during the Daytime

- 3.40 From the Opening Date, the Airport will operate a Preferential Runway Usage Scheme during the Daytime, pursuant to which all aircraft will land from the north east (using runway 24) and take-off to the north east (using runway 06), where movement volumes allow and PROVIDED THAT:-
- (a) any revisions to the UK AIP which are relevant to the provisions in this Paragraph 3.40 shall be deemed to be incorporated into this Paragraph 3.40; and
 - (b) the requirements in this Paragraph 3.40 may at any time be departed from (subject to Paragraph 3.40 of this Second Schedule) to the extent that it is necessary having regard to:-
 - (i) safety;
 - (ii) any reasonable requirements of the air traffic control of the Airport to ensure the safe operation of the Airport and aircraft using it;
 - (iii) the standard separation requirements of National Air Traffic Services;
 - (iv) the weather conditions prevailing at the time of the relevant ATM making it unsafe for an aircraft to take off to the north east of the Airport or land from the north east of the Airport;
 - (v) the performance capabilities of the aircraft to take off from or land at the Airport in the prevailing conditions at the time of the relevant ATM; and/or
 - (vi) the limitations of the approach aid facilities at the Airport.
- 3.41 From the Opening Date, in total fewer than 50% of all Daytime landings of all aircraft will be from the south west (using runway 06), and less than 50% of all ATMs will be over the South West Area when assessed cumulatively throughout each entire Quota Year (this will reduce the impact of ATMs over the densely populated area of Leigh on Sea and Eastwood), and the following penalty provisions shall apply:
- 3.41.1 If the percentage of Daytime landings of all aircraft approaching the Airport from the south west in a Quota Year exceeds 50%, but is less than or equal to 60%, the equivalent limit for the following Quota Year will be reduced by the same amount;
 - 3.41.2 If the percentage of Daytime landings approaching the Airport from the south west in a Quota Year exceeds 60% the equivalent limit for the following Quota Year will be reduced by 10% plus twice the amount of landings in excess of 60%;
 - 3.41.3 If the percentage of all ATMs operating over the South West Area in a Quota Year exceeds 50%, but is less than or equal to 60%, the equivalent limit for the following Quota Year will be reduced by the same amount;
 - 3.41.4 If the percentage of all ATMs operating over the South West Area in a Quota Year exceeds 60% the equivalent limit for the following Quota Year will be reduced by 10% plus twice the amount of ATMs in excess of 60%

Additional Restrictions on ATMs

3.42 From the Opening Date:-

- (a) the total ATMs at the Airport shall not exceed fifty three thousand, three hundred (53,300) in each Quota Year; and
- (b) the total ATMs at the Airport undertaken by Boeing 737-300 aircraft shall not exceed two thousand, one hundred and fifty (2,150) in each Quota Year.

3.43 Not to operate the Airport otherwise than in accordance with the restrictions set out at Paragraph 3.42 of this Second Schedule PROVIDED THAT the total number of Exempt ATMs as approved by the ACC shall not count towards the total ATMs permitted at the Airport in each Quota Year.

3.44 From the Opening Date, the total Cargo ATMs at the Airport shall not exceed the lesser of five thousand, three hundred and thirty (5,330) in each Quota Year or ten per cent (10%) of the total number of ATMs at the Airport in each Quota Year and the Operator shall not operate the Airport otherwise than in accordance with this restriction.

3.45 The following penalty provisions shall apply:

3.45.1 if the total ATMs in a Quota Year at the Airport exceeds the annual ATM limit in paragraph 3.42 of this Schedule by 10% or less (rounded down to the nearest whole movement) the equivalent limit for the following Quota Year will be reduced by the same amount;

3.45.2 if the total ATMs in a Quota Year at the Airport exceeds the annual ATM limit in paragraph 3.42 of this Schedule by greater than 10% (rounded down to the nearest whole movement) the equivalent limit for the following Quota Year will be reduced by the same number of movements up to 10% and by twice for the number of movements over 10%;

- (a) the same number of ATMs as exceeded the maximum number of ATMs in the previous Quota Year up to ten percent (10%); and

- (b) by twice the same number of ATMs as exceeded the maximum number of ATMs in the previous Quota Year over ten percent (10%);

3.45.3 if the total ATMs in a Quota Year at the Airport undertaken by Boeing 737-300 aircraft exceeds the annual ATM limit in paragraph 3.42 of this Schedule by 10% or less (rounded down to the nearest whole movement) the equivalent limit for the following Quota Year will be reduced by the same amount;

3.45.4 if the total ATMs in a Quota Year at the Airport undertaken by Boeing 737-300 aircraft exceeds the annual ATM limit in paragraph 3.42 of this Schedule by greater than 10% (rounded down to the nearest whole movement) the equivalent limit for the following Quota Year will be reduced by:

- (a) the same number of ATMs undertaken by Boeing 737-300 aircraft as exceeded the maximum number of ATMs for Boeing 737-300 aircraft in the previous Quota Year up to ten percent (10%); and

- (b) by twice the same number of ATMs undertaken by Boeing 737-300 aircraft as exceeded the maximum number of ATMs for Boeing 737-300 aircraft in the previous Quota Year over ten percent (10%);

- 3.45.5 if the total Cargo ATMs in a Quota Year at the Airport exceeds the annual Cargo ATMs limit in paragraph 3.44 of this Schedule by 10% or less (rounded down to the nearest whole movement) the equivalent limit for the following Quota Year will be reduced by the same amount;
- 3.45.6 if the total Cargo ATMs in a Quota Year at the Airport exceeds the annual Cargo ATMs limit in paragraph 3.44 of this Schedule by greater than 10% (rounded down to the nearest whole movement) the equivalent limit for the following Quota Year will be reduced by:
- (a) the same number of Cargo ATMs as exceeded the maximum number of Cargo ATMs in the previous Quota Year up to ten percent (10%); and
 - (b) by twice the same number of Cargo ATMs as exceeded the maximum number of Cargo ATMs in the previous Quota Year over ten percent (10%);

Engine Testing

- 3.46 Subject to Paragraph 3.47 of this Second Schedule, not to:
- (a) commence the Runway Extension until it has submitted to Rochford and Southend for their approval a best practice plan for aircraft engine testing that shall include the method, duration, location, programme for implementation and timing of such engine testing; and
 - (b) operate the Airport otherwise than in accordance with the engine testing best practice plan approved pursuant to either clause 3.3 of the Original Agreement or Paragraph 3.46 (a) of this Second Schedule and in the event of any Breach:-
 - (i) the Operator shall use best endeavours (in consultation with Rochford and Southend) to:-
 - (A) immediately stop the Breach (to the extent that it is still subsisting);
 - (B) remedy the Breach and/or mitigate any harm arising out of the Breach (within such timeframe and in such manner as shall be approved by Rochford and/or Southend);
 - (C) prevent such Breach from recurring; and
 - (D) assist Rochford and/or Southend in taking any enforcement action in respect of the Breach, if requested to do so;
 - (ii) the details of each Breach (including the date, time, identity of the Ground Operator and nature of the Breach) shall be notified in writing to the said Ground Operator and included within each Annual Report; and
 - (iii) the details of any action taken by the Operator (including the date and time) pursuant to (i) and (ii) of this Paragraph 3.46(b) shall be notified in writing to Rochford and/or Southend and included within each Annual Report.
- 3.47 Paragraph 3.46 (a) of this Second Schedule shall lapse and cease and determine if and only if:

- (a) a best practice plan for engine testing at the Airport is submitted to and approved by Rochford pursuant to clause 3.3 of the Original Agreement prior to the submission of such a plan pursuant to Paragraph 3.46(a) of this Second Schedule; and
- (b) the best practice plan approved pursuant to clause 3.3 of the Original Agreement complies with Paragraph 3.46(a) of this Second Schedule.

3.48 To ensure that aircraft engine testing will not occur at the Airport:

- (a) between 2000 hours and 0800 hours on Monday to Saturday;
- (b) between 1800 hours on Saturday and 0900 hours on Sunday;
- (c) between 1800 hours on Sunday and 0800 hours on Monday;
- (d) between 1055 and 1105 hours on 11 November each and every Quota Year.

Noise Preferential Routes

3.49 To use reasonable endeavours to ensure that from the Opening Date all departing aircraft with a Maximum Certificated Weight of more than 5.7 (five point seven) tonnes shall follow the Preferential Routes PROVIDED THAT any revisions to the UK AIP which are relevant to the provisions in this Paragraph 3.49 shall be deemed to be incorporated into this Paragraph 3.49 PROVIDED FURTHER THAT the requirements in this Paragraph 3.98 may at any time be departed from to the extent that it is necessary having regard to the safety, air traffic control, weather and aircraft performance factors and approach aid limitations.

3.50 From the Opening Date to notify all airlines and aircraft operators using the Airport that the Preferential Routes are in operation at the Airport.

3.51 From the Opening Date to use reasonable endeavours to ensure that all airlines and aircraft operators using the Airport have adopted and comply with the Preferential Routes including but not limited to ensuring that these requirements are incorporated into all relevant contracts and protocols associated with the operation of the Airport such as those related to property interests, employment, the provision of goods and services and the provision of transport services.

3.52 To ensure that the Preferential Routes are published on the official web-site of the Airport and in the UK AIP.

3.53 If the Appropriate Air Traffic Service Authorities request the Preferential Routes to be locally refined or reviewed the following criteria shall apply:

- (a) any noise preferential route shall seek to minimise so far as is practicable the overflying of built up areas within the vicinity of the Airport;
- (b) any noise preferential route shall be designed so as to be capable of being flown safely by all aircraft types including those which are normally associated with a standard instrument departure route;
- (c) any noise preferential route shall take account of the location of any hazardous installations;

- (d) changes to the Preferential Routes shall only be made upon the written authorisation of the Operator unless mandated by a higher authority;
- (e) any noise preferential route shall meet all the requirements of the CAA; and
- (f) Rochford and Southend shall be consulted about any noise preferential route and the Operator shall have regard to any reasonable representations that are subsequently received from Rochford and/or Southend in response to such consultation.

Conditions of Use

- 3.54 Not to Commence the Runway Extension until it has submitted to the ACC for its approval a scheme showing how it will levy fines and surcharges on any Operating Airline which consistently fails to comply with the terms of Paragraph 3.31 – 3.53 of this Second Schedule without good reason and such scheme will:
 - 3.54.1 include a reporting procedure for monitoring breaches of the obligations set out in those paragraphs, the fines and surcharges levied and collected, and the expenditure of the fines and surcharges that are collected; and
 - 3.54.2 set out how the fines and surcharges are to be imposed by reference to the Quota Count of aircraft so that the fines and surcharges levied on noisier aircraft are greater than those levied on quieter aircraft; and
 - 3.54.3 prescribe a scale of fines and surcharges to be imposed depending on the severity of the breach of the relevant obligation(s);
 - 3.54.4 set out how surcharges will be structured to incentivise quieter aircraft by reference to their Quota Count; and
 - 3.54.5 a procedure for the periodic review of the scheme by the ACC and the Operator and for obtaining the approval of the ACC to any revisions required to ensure the approved scheme is effective in preventing breaches of the terms in Paragraph 3.31 – 3.53 of this Second Schedule
- 3.55 Not to Open the Extended Runway until the scheme submitted pursuant to Paragraph 3.53 of this Second Schedule has been approved by the ACC
- 3.56 To implement the scheme approved by the ACC pursuant to Paragraph 3.55 of this Second Schedule as part of the Conditions of Use imposed on Operating Airlines and enforce the Conditions of Use including collecting any fines and surcharges and not to spend any monies received pursuant to the fines and surcharges imposed under the approved scheme otherwise than towards such community and/or environmental projects within the locality of the Airport that have been approved by the ACC
- 3.57 Not to amend the Conditions of Use in so far as they relate to the scheme approved by the ACC pursuant to Paragraph 3.55 of this Second Schedule without obtaining the prior written consent of the ACC

4 AIR QUALITY MONITORING

- 4.1 Not to Commence the Development until the Air Quality Monitoring Programme has been submitted to Rochford and Southend for their approval which shall include the following details:-
- (a) proposals for the periodic monitoring of nitrogen oxides (including nitrogen dioxide) by means of up to four (4) passive diffusion tubes; and
 - (b) a timetable both for its implementation and the submission of monitoring results and any mitigation proposals to Rochford and Southend.
- 4.2 Not to operate the Airport otherwise than in accordance with the approved Air Quality Monitoring Programme.
- 4.3 To provide the results of the Air Quality Monitoring Programme to Rochford and Southend and to mitigate any significant adverse effects revealed by the results which are associated with the operation of the Airport so far as is reasonably practicable within such timeframe as shall be approved by Rochford and Southend.
- 4.4 To review the approved Air Quality Monitoring Programme at least once in each five (5) year period starting on the Opening Date PROVIDED THAT if any review:-
- (a) identifies possible enhancements to the Air Quality Monitoring Programme to use reasonable endeavours to implement those enhancements as soon as reasonably practicable PROVIDED THAT such enhancements have been approved by Rochford and Southend; or
 - (b) demonstrates that the Air Quality Monitoring Programme is no longer necessary, the obligations set out in Paragraph 4 of this Second Schedule shall absolutely cease and determine PROVIDED THAT the cessation of the Air Quality Monitoring Programme has been approved by Rochford and Southend.

5 INSTRUMENT LANDING SYSTEM & SECONDARY SURVEILLANCE RADAR

- 5.1 Not to Open the Extended Runway until an Instrument Landing System for use in connection with runway 06 at the Airport is in place and operational.
- 5.2 To maintain the Instrument Landing System at all times for use in connection with runway 06 at the Airport unless otherwise approved in writing by Rochford and Southend.
- 5.3 Not to Open the Extended Runway until a Secondary Surveillance Radar has been installed at the Airport and made operational.
- 5.4 To maintain and operate the Secondary Surveillance Radar at all times unless otherwise approved in writing by Rochford and Southend

6 WAKE VORTEX SCHEME

- 6.1 Not to Commence the Runway Extension until it has submitted a scheme to Rochford and Southend for their approval to provide for the payment of compensation and/or the carrying out of repair to properties arising out of damage from wake vortices caused by ATMs at the Airport

6.2 Not to operate the Airport otherwise than in accordance with the scheme approved pursuant to Paragraph 6.1 of this Second Schedule.

7 REPLACEMENT OF LAND AND FACILITIES

7.1 As soon as reasonably practicable following the completion of this Deed to submit to Southend for its approval:-

- (a) details of the Replacement Play Facilities;
- (b) proposals for laying out the Replacement Land as open land; and
- (c) proposals to provide the Replacement Habitat (including a programme for its implementation).

7.2 Not to Commence the Development until the details submitted pursuant to Paragraph 7.1 of this Second Schedule have been approved by Southend.

7.3 To use reasonable endeavours to Substantially Complete the Replacement Play Facilities and the Replacement Land as approved by Southend as soon as practicable and in any event not to Commence the Runway Extension until the Replacement Play Facilities and the Replacement Land have been Substantially Completed.

7.4 To Substantially Complete the Replacement Habitat in accordance with the programme approved by Southend pursuant to Paragraph 7.1 of this Second Schedule.

7.5 To provide Southend with no less than twenty eight (28) days' written notice of:-

- (a) the Replacement Play Facilities having been Substantially Completed;
- (b) the Replacement Land having been Substantially Completed; and
- (c) the Replacement Habitat having been Substantially Completed.

7.6 Not to Open the Extended Runway until the Replacement Habitat Contribution has been paid to Southend.

7.7 Not to Open the Extended Runway until the Open Space Contribution has been paid to Southend.

8 CARBON AND ENVIRONMENTAL MANAGEMENT PLAN

8.1 Not to Open the Extended Runway until the Carbon and Environmental Management Plan has been submitted to and approved by Rochford and Southend.

8.2 The Carbon and Environmental Management Plan shall identify appropriate, proportionate and reasonable initiatives in order to:

8.2.1 reduce carbon emissions and associated green house gases from its own operations at the Airport; and

8.2.2 reduce its overall impact upon the environment as a result of an increase in Airport activities resulting from the Development.

- 8.3 The Carbon and Environmental Management Plan shall include a programme and timetable for the introduction of the initiatives that are designed to address the issues raised in Paragraph 8.2 of this Second Schedule and the programme and timetable shall be reviewed with Rochford and Southend every three (3) years following its approval.
- 8.4 To include within each Annual Report a summary of the Carbon and Environmental Management Plan and the progress of all resulting initiatives.
- 8.5 Not to operate the Airport otherwise than in accordance with the Carbon and Environmental Management Plan.

9 SUSTAINABLE PROCUREMENT POLICY

- 9.1 Not to Commence the Development until it has submitted to Rochford and Southend for their approval a Sustainable Procurement Policy.
- 9.2 The Sustainable Procurement Policy shall include measures to reduce the environmental impacts of the Development through the procurement of sustainable goods and services at the Airport by Southend or the Operator (as the case may be) and its contractors.
- 9.3 To implement the approved Sustainable Procurement Policy and, where practicable and viable, to use suppliers with environmental accreditation.
- 9.4 To include within each Annual Report a summary of how the Sustainable Procurement Policy has been implemented in the preceding twelve (12) months.

10 ATF

- 10.1 Not to Commence the Runway Extension until it has submitted to the Councils for their approval the proposed membership of the ATF which shall contain at least one (1) representative of each of the following organisations (or any successor organisation) or groups or individuals (as the case may be):-

- (a) the Operator;
- (b) Essex;
- (c) Rochford;
- (d) Southend;
- (e) the Highways Agency;
- (f) a public transport operating company serving the Airport;
- (g) an employee working at the Airport;
- (h) a user of the Airport;
- (i) a disabled persons group;
- (j) a walking group;
- (k) a cycling group;

- (l) a business located at the Airport;
- (m) a local community representative from Eastwood Parish; and
- (n) Southend

PROVIDED FURTHER THAT for the avoidance of doubt this Paragraph 10.1 shall only require a representative from each of the above organisations to be invited to join the ATF before submitting proposed membership of the ATF to the Councils for their approval.

- 10.2 No later than one (1) month after the Councils' approval pursuant to Paragraph 10.1 of this Second Schedule to form the ATF at its own cost and to convene it regularly in accordance with the ATF/ASAS Guidance provided that the ATF shall be responsible for (among other things) reviewing and monitoring the effectiveness of the ASAS and the Green Travel Plan no less frequently than once per year.

11 ASAS

- 11.1 Not to Open the Extended Runway unless the ASAS has been submitted to and approved in writing by the Councils.
- 11.2 The ASAS, as submitted pursuant to Paragraph 11.1 of this Second Schedule, shall be substantially in the form of that which is attached at the Fourth Schedule to this Deed PROVIDED THAT it shall also contain proposals as to how the design of the New Terminal and the Railway Station (and any associated forecourt and vehicular facilities) shall:-
- (a) include real-time, web-based onward travel information and smart ticketing facilities;
 - (b) be compliant with the Disability Discrimination Act 1995 in respect of routes wayfinding and signage including links to public transport services and other onward travel services;
 - (c) include bus shelters or other forms of weather protected areas for passengers awaiting onward travel services;
 - (d) include secure cycle facilities; and
 - (e) include any other public transport measures as may have been agreed between the Operator and the Councils.
- 11.3 The ASAS, as approved pursuant to Paragraph 11.2 of this Second Schedule, shall be implemented upon the Opening Date.
- 11.4 Not to operate the Airport otherwise than in accordance with the ASAS (and associated Green Travel Plan) and any changes to it that have been approved by the Councils pursuant to this Deed.
- 11.5 No later than six (6) months after the passenger throughput of the Airport exceeds:-
- (a) one (1) million passengers per annum; and
 - (b) each subsequent Threshold

the ASAS shall be reviewed between the Operator and the Councils and if any such review identifies possible enhancements to the ASAS the Operator shall use reasonable endeavours to implement those enhancements as soon as reasonably practicable PROVIDED THAT such enhancements have been approved by the Councils and the data recorded by the Operator pursuant to Paragraph 1.5 of this Second Schedule shall be determinative for the purposes of assessing passenger throughput at the Airport.

12 RAILWAY STATION

- 12.1 To use reasonable endeavours to Substantially Complete the Railway Station at its own expense as soon as reasonably practicable.
- 12.2 Not to Occupy the New Terminal or Open the Extended Runway unless the Railway Station has been Substantially Completed and opened to the public.
- 12.3 To use reasonable endeavours to ensure that all rail services operating on the line between London Liverpool Street and Southend Victoria Stations (whether or not they commence or terminate at another station on this line) stop at the Railway Station.

13 PUBLIC TRANSPORT CONTRIBUTIONS

- 13.1 If, at the end of the First Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty per cent (20%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend the First Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the end of the First Threshold Year (whichever is the later).
- 13.2 Unless otherwise approved in writing by the Councils if, upon each anniversary of the end of the First Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty per cent (20%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend an Additional Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the said anniversary of the end of the First Threshold Year (whichever is the later).
- 13.3 If, at the end of the Second Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty five per cent (25%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend the Second Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the end of the Second Threshold Year (whichever is the later).
- 13.4 Unless otherwise approved in writing by the Councils if, upon each anniversary of the end of the Second Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty five per cent (25%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend an Additional Public Transport Contribution prior to the date that is three (3) months after either publication of the said data

by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the said anniversary of the end of the Second Threshold Year (whichever is the later).

14 NEW TERMINAL

- 14.1 No later than six (6) months after the opening to the public of the New Terminal any existing terminal (as at the date of this Deed) shall cease to be used for Passenger Flights and it shall thereafter only be used for alternative airport related uses and for no other purpose without the prior written consent of the Councils.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

The common seal of
Rochford District Council
was affixed in the presence of:

)
)
)



MIN NO	132/11
SEAL NO	6430



Head of Legal, Estates and Member Services
Rochford District Council

Authorised Officer

The common seal of
Southend-on-Sea Borough Council
(as the Owner) was affixed
in the presence of:

)
)
)
)


118/12

Authorised Officer



The common seal of
Southend-on-Sea Borough Council
(as Southend) was affixed
in the presence of:

)
)
)
)


118/12

Authorised Officer



The common seal of
Essex County Council
was affixed in the presence of:

)
)
)
)
[Signature]
CHAIRMAN



Executed as a deed by London)
Southend Airport Company Limited)
acting by a director)
in the presence of:)

Director *- Allin*

Signature of witness: *[Signature]*

Name of witness: RICK JACKSON

Address: SOUTHEND AIRPORT
SOUTHEND ON SEA
ESSEX SS2 6YF

Executed as a deed by)
Prudential Trustee Company Limited)
acting by a director)
in the presence of:)

Director *[Signature]*
Sedley Office

Signature of witness: _____

Name of witness: _____

Address: _____

Appendix 1 – Section 106 Agreement

DATED

30th April

2010

- (1) ROCHFORD DISTRICT COUNCIL
 - (2) SOUTHEND-ON-SEA BOROUGH COUNCIL
 - (3) ESSEX COUNTY COUNCIL
 - (4) LONDON SOUTHEND AIRPORT COMPANY LIMITED
 - (5) BANK OF LONDON AND THE MIDDLE EAST PLC
-

PLANNING OBLIGATION BY AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 and
Section 111 of the Local Government Act 1972
in relation to land at
London Southend Airport, Aviation Way, Rochford, Essex

MACFARLANES

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DATED **30th April** 2010

THIS DEED OF AGREEMENT IS MADE BETWEEN

(1) **ROCHFORD DISTRICT COUNCIL** of Council Offices South Street Rochford Essex SS4 1BW;

AND

(2) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre Victoria Avenue Southend-on-Sea Essex SS2 6ER;

AND

(3) **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford Essex CM1 1LX;

AND

(4) **LONDON SOUTHEND AIRPORT COMPANY LIMITED** (Company registration number 02881745) whose registered office is situate at Stretton Green Distribution Park Langford Way Appleton Warrington Cheshire WA4 4TZ

AND

(5) **BANK OF LONDON AND THE MIDDLE EAST PLC** (Company registration number 5897786) whose registered office is situate at Sherbourne House 119 Cannon Street London EC4N 5AT

RECITALS

(A) Words and phrases used in this Deed are defined in Clause 1.1

(B) The Owner is the freehold owner of part of the Land registered at HM Land Registry under title numbers EX503626 and EX718082

(C) The Operator has the benefit of leasehold interests in part of the Land registered at HM Land Registry under title numbers EX515913 and EX817808 and demised under a lease dated 12 December 2007 between the Owner and the Operator and a freehold interest in part of the Land registered under title number EX3937

- (D) The Mortgagee has the benefit of a legal charge over part of the Land (being land registered at HM Land Registry under title numbers EX 515913 and EX3937) which was registered at HM Land Registry on 30 March 2010
- (E) Rochford is the local planning authority for the purposes of Part I of the 1990 Act for the administrative area within which the Rochford Land is situated
- (F) Essex is the local highway authority for the purposes of the 1980 Act for the administrative area within which the Rochford Land is situated
- (G) Southend is both the local planning authority for the purposes of Part I of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the administrative area within which the Southend Land is situated
- (H) On 19 July 1999 the Original Agreement was completed
- (I) Having undertaken a review of the conditions and covenants contained within the Original Agreement and having regard to the obligations set out in this Deed the Parties have agreed that the Original Agreement should be discharged upon the terms set out in this Deed
- (J) On 13 October 2009 the Operator submitted the Planning Application to Southend
- (K) On 20 January 2010 Southend resolved (acting by its Planning Committee) to grant the Planning Permission subject to the imposition of conditions and the prior completion of a planning obligation in the form of this Deed
- (L) The Parties have agreed to enter into this Deed pursuant to the resolution set out at Recital (K) above

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Deed where the context so admits the following expressions shall have the following meanings:-

"the 1980 Act" means the Highways Act 1980;

"the 1990 Act" means the Town and Country Planning Act 1990;

"the ACC" means the Southend Airport Consultative Committee established under Section 35 of the Civil Aviation Act 1982 for consultation between the Operator users of the Airport neighbouring local authorities and representatives of the local community with respect to matters concerning the management and administration of the Airport which affect their interests;

"Additional Public Transport Contribution" means a financial contribution in the sum of fifty thousand pounds (£50,000) Index-Linked towards measures to facilitate improvements to public transport serving the Airport;

"the Airport" means London Southend Airport the boundary of which comprises the Land;

"the Air Quality Monitoring Programme" means the air quality monitoring programme in respect of the Airport to be prepared pursuant to Paragraph 4 of the Second Schedule to this Deed;

"Annual Report" means an annual report to the ACC on the matters referred to in Paragraph 1 of the Second Schedule to this Deed;

"Appropriate Air Traffic Service Authorities" means each of (1) the Directorate of Airspace Policy (2) the CAA (3) National Air Traffic Services (4) the Air Navigation Services Provider at the Airport and (5) the Department for Transport (including in each case any successor body or organisation);

"the ASAS" means the airport surface access strategy in respect of the Airport which shall include the Green Travel Plan;

"the ATF" means the airport transport forum to be established pursuant to Paragraph 10 of the Second Schedule to this Deed in accordance with and for the purposes set out in the ATF/ASAS Guidance;

"the ATF/ASAS Guidance" means the "Guidance on Airport Transport Forums and Airport Surface Access Strategies" published by the then Department of the Environment Transport and the Regions in July 1999;

"ATM" means any rotary or fixed wing aircraft carrying out air traffic movements comprised of taking off from or landing at the Airport and for the avoidance of any doubt one arrival and one departure are to be counted as two (2) separate air traffic movements;

"Breach" means any act or omission by a Ground Operator resulting in a breach of:-

- (a) the scheme approved by Rochford and Southend pursuant to Paragraph 3.29 of the Second Schedule to this Deed; and/or
- (b) the engine testing best practice plan approved pursuant to either clause 3.3 of the Original Agreement or Paragraph 3.45 of the Second Schedule to this Deed (as the case may be);

"CAA" means the Civil Aviation Authority and any successor body regulating the use of the Airport;

"Carbon and Environmental Management Plan" means the carbon and environmental management plan required pursuant to Paragraph 8 of the Second Schedule to this Deed;

"Circuit" means an ATM where any aircraft takes off from the Airport and lands at the Airport without having landed elsewhere;

"Commencement" means the date that a material operation is carried out in respect of the Development and/or the Runway Extension (as the case may be) in accordance with Section 56 of the 1990 Act and **"Commence"** **"Commenced"** and **"Commencing"** shall be construed accordingly provided that the following shall be excluded from this definition:-

- (a) site clearance;
- (b) demolition;
- (c) archaeological or ground condition investigations;
- (d) remedial works in respect of any contamination;
- (e) diversion and laying of services;

(f) erection of any temporary means of enclosure; and

(g) temporary display of site notices or advertisements;

"the Contours" means noise contours (LAeq) based upon the typical aircraft operations at the Terminal;

"the Contributions" means each of the Open Space Contribution the Replacement Habitat Contribution the First Public Transport Contribution the Second Public Transport Contribution and all Additional Public Transport Contributions;

"the Councils" means each of Essex Rochford and Southend;

"Daytime" means between the hours of 0630 and 2300;

"the Development" means the development described in Part 2 of the First Schedule to this Deed;

"Distance Measuring Equipment" means the apparatus and unit of measuring employed at the Airport under CAA regulations for measuring the distance of an aircraft from the Airport and "DME" shall be construed accordingly;

"Essex" means Essex County Council as above;

"Exempt Property" means a property in respect of which either the Habitable Rooms have the benefit of secondary sound insulation or double glazing or which otherwise qualifies for grant assistance for works akin to the provision of secondary sound insulation or double glazing;

"Existing Clauses" means clauses 3.2 – 3.6 (inclusive) 4.1 and 4.4 of the Original Agreement (including any other provisions within the Original Agreement that are required to give legal effect to those clauses);

"Extended Runway" means each and every part of the Runway as extended and altered pursuant to the Planning Permission;

"First Public Transport Contribution" means a financial contribution in the sum of one hundred thousand pounds (£100,000) Index-Linked towards measures to facilitate improvements to public transport serving the Airport;

"First Threshold Year" means the first Quota Year in respect of which the passenger throughput of the Airport exceeds one million five hundred thousand per annum (1,500,000) when measured in accordance with the data maintained by the Operator pursuant to Paragraph 1.5 of the Second Schedule to this Deed;

"the Green Travel Plan" means the green travel plan in respect of the Airport which forms part of the ASAS;

"Ground Operators" means those whose activities at the Airport have noise implications including (but not limited to) operations staff airlines air traffic control tenants/users and other operators;

"Habitable Rooms" means up to two (2) living rooms and all bedrooms up to a maximum of five (5) rooms in total but a landing may be included instead of another room;

"Highway Works" means all works to existing or proposed highway that are required to be carried out pursuant to the Planning Permission;

"ICAO" means the International Civil Aviation Organisation;

"Index Linked" means an increase for inflation which shall be calculated annually between the date of this Deed and the date of payment in accordance with the All Items Index of Retail Prices as published by the Office for National Statistics;

"Instrument Landing System" means the navigation system which directs aircraft to a runway;

"Interest" means interest at four per cent (4%) above the base lending rate of Barclays Bank Plc from time to time;

"the Land" means the land described in Part 1 of the First Schedule to this Deed;

"Maximum Certificated Weight" means the maximum landing weight or the maximum take-off weight (as the context may require) authorised in the certificate of airworthiness of an aircraft;

"the Model" means a recognised purpose designed model for calculating aircraft noise contours such as INM or CAA-ANCON;

"Monitoring Contribution" means the financial contribution in the sum of ten thousand pounds (£10,000) to be paid by the Operator to Southend towards the monitoring of compliance with the terms of this Deed;

"Mortgagee" means Bank of London and the Middle East Plc as above;

"the New Terminal" means the new passenger terminal that is proposed to be constructed at the Airport pursuant to the Original Consents as granted by Rochford;

"Noise Manager" means the person appointed as noise manager under Paragraph 3.2 of the Second Schedule to this Deed and any person to whom his powers and responsibilities are delegated in his absence;

"the Noise Monitoring System" means a system of monitoring the level of aircraft noise comprising Noise Monitoring Terminals and associated data processing and presentation hardware and software;

"Noise Monitoring Terminal" means a noise analyser sound level meter optimised for continuous data capture for aircraft and background noise;

"the Notice" means "The London Heathrow London Gatwick and London Stansted Airports Noise Restrictions (No.2) Notice 2006" (S35/2006) as amended from time to time or any subsequent notice made under Section 78 of the Civil Aviation Act 1982 or any re-enactment with or without modification of that Section;

"Occupation" means the first beneficial occupation of a building or any part thereof for the purposes for which it was built and the terms **"Occupy"** and **"Occupied"** and cognate expressions shall be interpreted in accordance with this definition;

"the Opening Date" means the date when the Extended Runway is first open for the purposes of airport operations involving all ATMs and **"Open the Extended Runway"** shall be construed accordingly;

"Open Space Contribution" means the commuted sum of fourteen thousand pounds (£14,000) Index-Linked payable by the Operator to Southend pursuant to Paragraph 7.7 of the Second Schedule to this Deed for the purpose of maintaining the existing orchard and other open space on the Land;

"the Original Agreement" means the agreement dated 19 July 1999 entered into by the Parties pursuant to Section 106 of the 1990 Act in respect of part of the Land;

"the Original Consents" means the outline planning permission dated 19 July 1999 under reference number 97/00526/OUT (as varied by planning permission dated 24 January 2008 under reference number 07/01056/FUL) and reserved matters approval dated 25 November 2004 under reference number 04/00639/REM;

"the Original Contributions" means 'the First Contribution' and 'the Second Contribution' as defined in the Original Agreement to be used towards improving safety and/or capacity at the Anne Boleyn roundabout the Harp House roundabout and/or on the highway network within the vicinity of the Airport;

"the Operator" means London Southend Airport Company Limited as above;

"the Owner" means Southend-on-Sea Borough Council as above (in its capacity as the freehold owner of the Land);

"Parties" means the parties to this Deed and their respective successors in title (which shall not include the Mortgagee unless the context so permits);

"Plan(s) 1 – 5" means the plans attached at the Sixth Schedule to this Deed marked individually 'Plan 1 – 5';

"the Planning Application" means the application for planning permission in respect of the Development which has been allocated reference number 09/01960/FULM by Southend;

"Planning Permission" means the planning permission which is proposed to be granted by Southend pursuant to the Planning Application in the form set out in the Third Schedule to this Deed;

"the Preferential Routes" means following take-off from the Airport an aircraft shall be required to maintain a runway heading and climb to at least one thousand five hundred (1,500) feet and:-

- (i) in the case of a departure on runway 24 the aircraft may turn at 2.5 miles DME within the route shown hatched and coloured green on Plan 3; or
- (ii) in the case of a departure on runway 06 the aircraft may turn at 1 mile DME within the route shown hatched and coloured blue on Plan 3

as amended from time to time in accordance with the terms of this Deed;

"the Preferred Runway Procedures" means the preferred runway arrivals and departures procedures set out in Paragraphs 3.38 – 3.40 of the Second Schedule to this Deed;

"Preferential Runway Usage Scheme" means a scheme pursuant to which all aircraft using the Airport will be requested by the air traffic control of the Airport to:-

- (i) depart on runway 06 so that such aircraft will take off to the north east of the Airport; and
- (ii) arrive on runway 24 so that such aircraft will land from the north east of the Airport

subject to (in each and every case) the conditions and provisos set out in sub-Paragraphs 3.39(a) and 3.39(b) of the Second Schedule to this Deed;

"the PSZ" means the public safety zone in respect of the Airport as shown edged blue on Plan 4 and as amended from time to time;

"Qualifying Property" means a property qualifying for inclusion in the Sound and Thermal Insulation Grants Scheme;

"the Quiet Operations Policy" means the quiet operations policy which is set out in Paragraph 3 of the Second Schedule to this Deed;

"Quota" means a total of one hundred and twenty (120) ATMs at the Airport in any Quota Month subject to the conditions and exclusions set out in the Second Schedule to this Deed;

"Quota Count" means the quota count assigned to one (1) ATM by the relevant aircraft and which is related to its noise classification as specified in Paragraph 3.31 of the Second Schedule to this Deed;

"Quota Month" means each calendar month immediately following the Opening Date;

"Quota Night Period" means between the hours of 2300 and 0630;

"Quota Year" means a consecutive twelve (12) month period following the Opening Date;

"the Railway Station" means the railway station to be provided by the Operator at the Airport pursuant to the Original Consents as granted by Rochford;

"the Relevant Date" means the date which is three (3) calendar months after the Opening Date;

"the Replacement Habitat" means the replacement open land and enhanced ecological habitat which are proposed to be provided by the Operator (and maintained by Southend) on that part of the Land which is shown coloured blue on Plan 2 in accordance with the terms of this Deed;

"Replacement Habitat Contribution" means the commuted sum of four thousand pounds (£4,000) Index-Linked payable by the Operator to Southend pursuant to Paragraph 7.6 of the Second Schedule to this Deed for the purpose of maintaining the Replacement Habitat;

"the Replacement Land" means the replacement open land which is proposed to be laid out by the Operator (and maintained by Southend) on that part of the Land which is shown coloured green on Plan 2 in accordance with the terms of this Deed;

"the Replacement Play Area" means that part of the Land which is shown coloured yellow on Plan 2;

“the Replacement Play Facilities” means the replacement play facilities (including a children’s play area and a basketball area) which are proposed to be provided by the Operator (and maintained by Southend) on the Replacement Play Area in accordance with the terms of this Deed;

“Rochford” means Rochford District Council as above;

“Rochford Land” means that part of the Airport which is shown coloured green on Plan 5;

“the Runway” means the existing main runway 06/24 at the Airport shown on Plan 1;

“the Runway Extension” means that part of the Development which comprises an extension to the Runway or any part of it;

“Second Public Transport Contribution” means a financial contribution in the sum of fifty thousand pounds (£50,000) Index-Linked towards measures to facilitate improvements to public transport serving the Airport;

“Second Threshold Year” means the first Quota Year in respect of which the passenger throughput of the Airport exceeds two million per annum (2,000,000) when measured in accordance with the data maintained by the Operator pursuant to Paragraph 1.5 of the Second Schedule to this Deed;

“Site Employment Strategy” means a strategy prepared by the Operator to act as a framework to create an integrated approach to address current and future employment and human resources issues in terms of staff recruitment and staff retention across the Airport whilst also underpinning the role of the Airport in terms of the economic development of the administrative areas of the Councils;

“Sound and Thermal Insulation Grants Scheme” means the sound and thermal insulation grants scheme which forms part of the Quiet Operations Policy and which is referred to at Paragraphs 3.12 – 3.28 of the Second Schedule to this Deed;

“Southend” means Southend-on-Sea Borough Council as above (in its capacity as a local planning authority and the local highway authority in respect of the Southend Land);

"Southend Land" means that part of the Airport which is shown coloured yellow on Plan 5;

"Substantially Complete" means unless the context otherwise so admits the proper issue of a certificate of practical completion by the Operator's appointed architect engineer or other certifying professional as the case may be in respect of any works authorised by the Planning Permission or the Original Consents (as the case may be) such that those works are fit for their intended purpose and the terms **"Substantial Completion"** and **"Substantially Completed"** shall be construed accordingly;

"Sustainable Procurement Policy" means the sustainable procurement policy required pursuant to Paragraph 9 of the Second Schedule to this Deed;

"Terminal" means the terminal (from time to time) at the Airport which is used for the processing of air transport passengers;

"Threshold" means five hundred thousand (500,000) passengers per annum; and

"UK AIP" means the information published from time to time by the CAA known as the UK AIP

- 1.2 Covenants by any party which comprise more than one person shall be deemed to be joint and several and words importing persons will include firms companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of masculine gender will include the feminine and neuter gender and vice versa
- 1.3 An obligation in this Deed not to perform or carry out an action shall include an obligation not to procure allow or permit the performance or carrying out of that action;
- 1.4 References in this Deed to any Recital Clause Schedule or Paragraph (or any part of them) shall unless the context otherwise requires be references to a recital clause schedule or paragraph (or any part of them) of this Deed
- 1.5 References in this Deed to any enactment regulation order or circular includes any statutory modification or re-enactment or replacement thereof (as the case may be) for the time being in force

1.6 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed

1.7 References in this Deed to the Owner, the Operator and the Mortgagee shall where the context so admits or requires include the successor in title to their respective interests in the Land

1.8 References in this Deed to the Councils shall include any successor to their respective functions as the local planning authority and/or the local highway authority (as the case may be) in relation to the Rochford Land and the Southend Land respectively and any body to which all or part of their respective functions may lawfully have been transferred.

2. STATUTORY PROVISIONS

2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act with intent to bind the Land (and each and every part of it) and all interests in it subject to the provisions of Clause 3 (as to conditionality) Clause 9.1 (release upon parting with interest) and Clause 9.2 (circumstances in which this Deed shall fall away)

2.2 This Deed is intended to be enforceable by (and against) the Councils on the terms set out in this Deed

3. CONDITION PRECEDENT

3.1 Save for Clauses 1, 2, 3, 4, 6, 7, 8, and 9 (which shall take effect upon completion of this Deed) and Paragraphs 1.4, 3.2, 3.7, 3.8, 3.9, 4.1, 6.1, 7.1, 7.2, 9.1, and 10.1 of the Second Schedule to this Deed (which shall take effect upon the grant of the Planning Permission) this Deed shall not take effect until the Commencement of the Development

4. THE ORIGINAL AGREEMENT

4.1 The Parties agree that as from the date of this Deed save for the Existing Clauses the Original Agreement shall be discharged and all the obligations and covenants contained within it shall absolutely cease and determine PROVIDED THAT the Existing Clauses shall continue in force and effect until they are discharged in accordance with the terms of this Deed

4.2 The Parties further agree that each Existing Clauses as set out in column 1 of the table in the Fifth Schedule to this Deed shall be discharged and shall absolutely cease and determine upon the corresponding trigger as identified in column 2 of the table in the said Fifth Schedule

4.3 The Parties further agree that in the event of any inconsistency or ambiguity in respect of the intentions and obligations of the parties arising under this Deed and/or the Original Agreement then the provisions of this Deed shall prevail

4.4 The Councils covenant with the Operator that upon the discharge of the final Existing Clause they shall:-

4.4.1 effect the cancellation of any entry made in the Register of Local Land Charges in respect of the Original Agreement; and

4.4.2 issue written confirmation to the Owner and the Operator that any such entry has been so cancelled

5. THE OWNER AND THE OPERATOR'S OBLIGATIONS

5.1 The Obligations

5.1.1 The Operator covenants with Southend and the Owner and the Operator jointly and severally covenant with Rochford and Essex to observe and perform the obligations set out in the Second Schedule to this Deed

5.2 Replacement Land

5.2.1 Subject to the approval of the details of the Replacement Land (pursuant to Paragraph 7.1 of the Second Schedule to this Deed) the Owner covenants with the Operator Rochford and Essex to allow the Operator (at nil cost) to enter and remain upon the Replacement Land (with or without workmen) and to grant such licence as may be required for all purposes connected with laying out the Replacement Land in accordance with the approved details

5.2.2 Once the Replacement Land has been laid out (as evidenced by the notice submitted pursuant to Paragraph 7.5 of the Second Schedule to this Deed) the Owner covenants with the Operator Rochford and Essex to maintain the Replacement Land in accordance with the approved details

5.3 Replacement Habitat

5.3.1 Subject to the approval of the details of the Replacement Habitat (pursuant to Paragraph 7.1 of the Second Schedule to this Deed) the Owner covenants with the Operator Rochford and Essex to allow the Operator (at nil cost) to enter and remain upon the Replacement Habitat (with or without workmen) and to grant such licence as may be required for all purposes connected with providing the Replacement Habitat in accordance with the approved details

5.3.2 Once the Replacement Habitat has been Substantially Completed (as evidenced by the notice submitted pursuant to Paragraph 7.5 of the Second Schedule to this Deed) the Owner covenants with the Operator Rochford and Essex to maintain the Replacement Habitat in accordance with the approved details subject to the Operator's payment of the Replacement Habitat Contribution

5.4 Replacement Play Facilities

5.4.1 Subject to the approval of the details of the Replacement Play Facilities (pursuant to Paragraph 7.1 of the Second Schedule to this Deed) the Owner covenants with the Operator Rochford and Essex to allow the Operator (at nil cost) to enter and remain upon the Replacement Play Area (with or without workmen) and to grant such licence as may be required for all purposes connected with constructing the Replacement Play Facilities in accordance with the approved details

5.4.2 Once the Replacement Play Facilities have been Substantially Completed (as evidenced by the notice submitted pursuant to Paragraph 7.5 of the Second Schedule to this Deed) the Owner covenants with the Operator Rochford and Essex to maintain the Replacement Play Facilities

6. SOUTHEND'S OBLIGATIONS

Southend covenants with the Operator as follows:-

6.1 The Planning Permission

To issue the Planning Permission as soon as reasonably practicable and in any event no later than three (3) days after the date of this Deed

6.2 Contributions

- 6.2.1 Immediately upon receipt to pay the Contributions and the Monitoring Contribution into an interest bearing account
- 6.2.2 Not to use the Contributions (or any of them) and the Monitoring Contribution otherwise than for the purpose for which they are expressed to have been paid pursuant to this Deed
- 6.2.3 If requested by the Operator to provide to the Operator details as to how the Contributions (or any of them) and the Monitoring Contribution have been spent
- 6.2.4 To repay to the person who paid it (or who is otherwise entitled to reimbursement) any part of the Contributions (together with accrued interest) which remains unspent on the date which is five (5) years after it was received by Southend

7. ESSEX'S OBLIGATIONS

In consideration for payment of the Original Contributions (receipt of which is acknowledged by Essex) Essex covenants with the Operator as follows:-

7.1 Highway Works

- 7.1.1 Not to use the Original Contributions (or any of them) otherwise than for the purpose for which they are expressed to have been paid pursuant to the Original Agreement
- 7.1.2 If requested by the Operator to provide to the Operator details as to how the Original Contributions (or any of them) have been spent
- 7.1.3 To repay to the person who paid the Original Contributions (or who is otherwise entitled to reimbursement) any part of the Original Contributions (together with accrued interest) which remain unspent (or have not been committed to be spent) on the date which is ten (10) years after each of the said contributions was received by Essex

8. THE COUNCILS' OBLIGATIONS

The Councils covenant with the Operator as follows:-

8.1 The PSZ

To observe the PSZ so as to ensure that unacceptable development does not take place within it in accordance with Circular 01/2002

8.2 Consents and Approvals

8.2.1 Where any consent approval or expression of satisfaction is required to be given by the Councils (or any one of them) under the terms of this Deed it shall not be unreasonably withheld or delayed

8.2.2 Where any request for a consent approval or expression of satisfaction is submitted to the Councils (or any one of them) under the terms of this Deed it shall be determined as soon as reasonably practicable and in any event no later than eight (8) weeks following receipt of the request

9. AGREEMENTS AND DECLARATIONS

9.1 Release

9.1.1 Any person shall upon parting:-

(a) with its interest in any part of the Land be released from all obligations and duties under the terms of this Deed insofar as they relate to or are binding on that part of the Land; and

(b) with the entirety of its interest in the Land be released from all liabilities whatsoever under the terms of this Deed

9.1.2 The releases provided for in sub-Clause 9.1.1 shall not apply to any prior or existing breach of this Deed as at the date of disposal

9.2 Lapse

9.2.1 This Deed shall lapse and its obligations shall cease to have effect if:-

(a) the Planning Permission lapses before the Commencement of the Development; or

- (b) the Planning Permission is quashed revoked or modified other than at the request of the Operator; or
- (c) the Operator shall before Commencing the Development pursuant to the Planning Permission implement any subsequent planning permission for the permanent development of all of the Land which is inconsistent with the Planning Permission; or
- (d) the Land permanently ceases to be used for the purposes authorised by the Planning Permission

9.3 Future Development

Subject to obtaining all necessary consents nothing in this Deed shall prohibit or limit the right to develop any part of the Land (other than by the Development) after the date of this Deed

9.4 Miscellaneous

9.4.1 Insofar as any clause of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

9.4.2 The Owner and the Operator further agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Deed are hereby waived

9.5 Waiver

No waiver (whether expressed or implied) by the Councils or the Owner or the Operator of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils or the Owner or the Operator from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

9.6 **Change In Ownership**

The Operator agrees with the Councils to give the Councils immediate written notice of any change in ownership of its freehold and long leasehold interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan

9.7 **Interest**

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment

9.8 **VAT**

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

9.9 **Notices**

9.9.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered either personally by first class post recorded delivery or fax

9.9.2 The address for service of any such notice consent or approval shall be as specified below:-

In respect of Rochford

Rochford District Council
Council Offices
South Street
Rochford
Essex SS4 1BW
(marked for the attention of the Head of Planning and Transportation)

In respect of Southend

Section 106 Monitoring Officer
Southend Borough Council
Development Control
10th floor Civic Centre
Victoria Avenue
Southend-On-Sea
Essex SS2 6ZQ

In respect of Essex

Environmental Law and Property Manager
Essex County Council
New Bridge House
60-68 New London Road
Chelmsford
Essex CM2 0PD

In respect of the Owner

Head of Legal and Democratic Services
Southend Borough Council
Development Control
10th floor Civic Centre
Victoria Avenue
Southend-on-Sea
Essex SS2 6ZQ

In respect of the Operator

London Southend Airport
Southend-on-Sea
ESSEX
SS2 6YF
(marked for the attention of the Managing Director)

In respect of the Mortgagee

Bank of London and the Middle East Plc
Sherbourne House
119 Canon Street
London
EC4N 5AT

or such other address as shall have been previously notified to each of the Parties

9.9.3 Any notice consent or approval required to be given under this Deed shall be deemed to have been served as follows:

- (a) if personally delivered at the time of delivery; or
- (b) if posted at the expiration of forty eight (48) hours after the envelope containing the same was given into the custody of the postal authority; or
- (c) if sent by fax at the time of successful transmission

and in proving 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 or recorded delivery envelope (as appropriate) or that the telex or facsimile was successfully transmitted on a tested line (as the case may be)

9.10 Payment Regime

9.10.1 On receipt of an invoice any financial payment that is required to be made to Southend in accordance with the terms of this Deed can be made on-line via Southend's website, over the phone, at the Customer Service Centre or by sending a cheque (made payable to "Southend Borough Council" and marked for the attention of the Section 106 Monitoring Officer, Development Control, 10th floor Civic Centre, Victoria Avenue, Southend-on-Sea SS2 6ZQ) and when making a payment in respect of an invoice it is essential that the invoice number be quoted and if payments are made in advance of an invoice being received this should be by cheque only, and contact should first be made with the S106 Monitoring Officer to confirm any inflation payment due and cheques must be accompanied by a written statement detailing the following:

- (a) The date of this Deed;
- (b) Planning Application reference number;
- (c) The address of the Land;
- (d) What the payment relates to and the relevant clause in this Deed to which it relates
- (e) The account reference number which for this Deed is CT0060

9.10.2 Compliance with the requirements of this Deed is the responsibility of the Operator and it is not therefore reliant upon invoicing by Southend

9.11 Resolution of Disputes

9.11.1 If agreement cannot be reached on any matters (including the giving of any consent approval or expression of satisfaction) contained in or referred to in this Deed that matter shall be referred and settled by a single expert to be nominated by the President of the Law Society on the application of any party after giving notice in writing to the other

9.11.2 The person to be appointed pursuant to sub-Clause 9.11.1 of this Deed shall be a person having five (5) years or more post qualification experience of developments of the scale and nature of the Development under the terms of an agreement similar in nature to this Deed

9.11.3 Reference to the expert shall be on terms that determination shall take place within ten (10) days of the expert accepting his instructions

9.11.4 The expert shall have the power to award the costs of the determination in favour of either party at the expense of the other

9.11.5 The expert shall be limited in his findings to the proposal put by either party or a proposal falling between both of them and shall provide written reasons for his decision

9.11.6 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the Parties

9.12 Legal Costs & Monitoring Contribution

9.12.1 Upon completion of this Deed the Operator shall pay the Councils' reasonable legal costs properly incurred in the negotiation and completion of this Deed; and

9.12.2 Prior to the Commencement of Development the Operator shall pay the Monitoring Contribution

9.13 Registration as Local Land Charge

9.13.1 This Deed shall be registered as a local land charge in the respective Register of Local Land Charges maintained by the Councils

9.13.2 Upon the written request of the Owner or the Operator at any time after:-

(a) the obligations of the Owner and the Operator have been wholly performed or otherwise discharged; or

(b) the Planning Permission is revoked quashed modified or expires (within the meaning of the 1990 Act)

the Councils shall each issue written confirmation thereof and shall effect the cancellation of any entry so made in the Register of Local Land Charges in respect of this Deed

9.14 Discharge by Performance

Upon the performance discharge or other fulfilment of the covenants or obligations (or any of them) under the terms of this Deed such covenant or obligation shall absolutely cease and determine save in respect of any antecedent breach

9.15 Contracts (Rights of Third Parties) Act 1999

9.15.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999

9.15.2 This Deed may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided

9.16 Consents and Approvals

9.16.1 Where any consent approval or expression of satisfaction is required to be given under the terms of this Deed then it shall not be unreasonably withheld or delayed

9.17 Land Ownership

9.17.1 Save for those obligations within this Deed that relate to the Replacement Habitat the Replacement Land the Replacement Play Area (or any of them) and the Railway Station nothing in this Deed shall require the performance by the Operator of any obligation on over or under land which is not within the ownership or control of the Operator unless the said land shall comprise public highway PROVIDED THAT the Operator shall in any event use reasonable endeavours to comply with any such obligation

9.18 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and Wales

9.19 Indemnity

The Operator shall indemnify and keep indemnified the Owner against all losses costs charges damages claims demands expenses and liabilities arising directly from a breach by the Operator of the Operator's obligations set out in this Deed

9.20 Mortgagee's Consent

The Mortgagee agrees to its interest in the Land being subject to the obligations contained within this Deed PROVIDED THAT the Mortgagee shall not be liable pursuant to this Deed unless and until it enters into possession of the Land (or any part of it)

EXECUTED by the Parties as a deed and delivered on the date of this Deed

FIRST SCHEDULE

PART 1

The Land

Land at and adjacent to the Airport which is shown edged red and green on Plan 1 and registered at HM Land Registry under title numbers EX503626, EX718082, EX515913, EX817808, EX3937 and demised under a lease dated 12 December 2007 between the Owner and the Operator.

PART 2

The Development

South westerly extension of the runway, diversion of Eastwoodbury Lane with provision of a new cycleway and footpath; re-provision and increase of public open space, children's play area and provision of ecological habitat in St Laurence Park, provision of replacement parking within St Laurence Park and to Royal Bank of Scotland, removal and reinstatement of section of boundary wall to St Laurence and All Saints Church and alterations to church access and car park, together with other associated works.

SECOND SCHEDULE

OBLIGATIONS

1. GENERAL

Annual Report

- 1.1 An Annual Report shall be presented to the ACC which shall include (without limitation) a report on each of the following matters:
- (a) the effectiveness of the implementation of the ASAS and associated Green Travel Plan;
 - (b) details of local employment initiatives and the effectiveness of the local employment policy set out in Paragraph 2 of this Second Schedule;
 - (c) the effectiveness of the Quiet Operations Policy and performance of noise monitoring procedures;
 - (d) a summary of any noise complaints received within the preceding twelve (12) months from the public associated with the Airport and any action taken to mitigate any adverse effects identified;
 - (e) a summary of any air quality monitoring results pursuant to the approved Air Quality Monitoring Programme;
 - (f) a summary of the Carbon and Environmental Management Plan and the progress of all resulting initiatives;
 - (g) a summary of how the Sustainable Procurement Policy has been implemented in the preceding twelve (12) months;
 - (h) the approximate number of ATMs falling within the exceptions set out in Paragraphs 3.33 and 3.35 of this Second Schedule and the reason(s) why such ATMs are considered to fall within those exceptions;
 - (i) the performance of the Preferred Runway Procedures (including any review or refinement of them in accordance with the terms of this Second Schedule);

(j) a summary of any monies received from aircraft operators pursuant to Paragraph 3.53 of this Second Schedule and an outline of any project on which those monies have been spent; and

(k) details of each Breach (including the date, time, nature of the Breach and the identity of the Ground Operator) and any action taken by the Operator (including date and time) pursuant to Paragraphs 3.30 and 3.46 of this Second Schedule

1.2 The first Annual Report shall be presented to the ACC no later than one (1) year after the Opening Date and each subsequent Annual Report shall be submitted to the ACC no later than each subsequent anniversary of the Opening Date.

1.3 To use reasonable endeavours to implement at its own expense all reasonable requirements of the ACC made to ensure the effectiveness of the measures referred to in Paragraph 1.1 of this Second Schedule and to report in respect of the action undertaken at the request of the ACC in the next Annual Report.

Trigger Dates

1.4 To provide the Councils with no less than twenty eight (28) days' prior notice of the Commencement of the Development, the Commencement of the Runway Extension and the Opening Date.

Passenger Throughput

1.5 At all times to record and maintain data showing the total number of passengers using the Terminal.

1.6 Within twenty one (21) days of receipt of a request in writing, to provide the Councils with data showing the total number of passengers using the Terminal for the three (3) month period preceding such a request PROVIDED THAT the first such request shall not be made before the Relevant Date PROVIDED FURTHER THAT the Owner or the Operator (as the case may be) shall not be required to respond to more than four (4) such requests in each Quota Year.

2. ECONOMIC IMPACT

2.1 To use reasonable endeavours to ensure that contractors engaged in the construction of the Development make known and publicise locally all new employment opportunities arising out of the construction of the Development and work with local employment and

regeneration agencies in order to make known and publicise such employment opportunities.

- 2.2 To make known and publicise locally all new employment opportunities arising out of the operation of the Development and to work with local employment and regeneration agencies to make known and publicise such opportunities.
- 2.3 To maintain and keep under review a Site Employment Strategy which shall recognise the importance of the Airport as a major employment site in the administrative areas of the Councils.
- 2.4 To consult the Councils and other parties including the Learning and Skills Council (or such other successor body as the case may be), education facilities based in the administrative areas of the Councils, Job Centre Plus and other employers at the Airport in maintaining and developing the Site Employment Strategy.
- 2.5 To consult Job Centre regarding the coordination of employment vacancies at the Airport and candidate referencing and training.
- 2.6 To consult major employers in the administrative areas of the Councils and in so far as is allowed by law use reasonable endeavours to ensure appropriate employment opportunities for residents of the administrative areas of the Councils.
- 2.7 To maintain and promote a programme of on-site training and to provide and encourage apprenticeship, graduate student placement and work experience schemes across the Airport where reasonably practicable.

3. **QUIET OPERATIONS POLICY**

General

- 3.1 Not to operate the Airport otherwise than in accordance with the Quiet Operations Policy.

Accountability and Promulgation

- 3.2 Not to Commence the Development unless and until a senior manager within its employ has been appointed as the Noise Manager who shall have responsibility for co-ordinating and progressing delivery of the Quiet Operations Policy and to ensure the appointment of a Noise Manager at all times thereafter.

3.3 Not to Open the Extended Runway unless and until (acting through the Noise Manager) it has notified in writing all those whose activities at the Airport have noise implications (including operations staff, airlines, air traffic control, tenants/users and other operators) that they are required to adopt and observe the Quiet Operations Policy and publish noise abatement procedures in line with the recommendations of the ICAO and the UK AIP for the Airport PROVIDED THAT safety requirements shall be paramount in all circumstances.

3.4 As soon as reasonably practicable and in any event no later than three (3) months after providing notification pursuant to Paragraph 3.3 of this Second Schedule, to use reasonable endeavours to ensure that Ground Operators have adopted the Quiet Operations Policy and published noise abatement procedures in line with the recommendations of the ICAO and the UK AIP including but not limited to ensuring that these requirements are incorporated into all relevant contracts and protocols associated with the operation of the Airport such as those related to property interests, employment, the provision of goods and services and the provision of transport services PROVIDED THAT safety requirements shall be paramount in all circumstances.

Public Noise Complaints Handling Service

3.5 Not to Open the Extended Runway until it has established a public noise complaints handling service in respect of the Airport which shall provide for the following:-

- (a) an investigation into each complaint (or series of complaints by an individual) received;
- (b) that a report of the outcome of the investigation is included in a response to each complainant;
- (c) that a summary both of the complaint, and the response to the complainant, is included in each Annual Report; and
- (d) that a full record of the complaint, and a copy of the response to the complainant, is available for review by the Chairman of the ACC.

3.6 To maintain the public noise complaints handling service at all times following the Opening Date.

Noise Monitoring System

3.7 To prepare:-

- (a) a Noise Monitoring System;
- (b) the Contours; and
- (c) the extent of the boundary within which properties will qualify for acquisition or inclusion within the Sound and Thermal Insulation Grants Scheme (as the case may be)

in consultation with Rochford and Southend.

3.8 The Noise Monitoring System shall provide for the following measures:-

- (a) subject to obtaining all necessary consents, two (2) fixed Noise Monitoring Terminals at locations to be approved by Rochford and Southend to be used to check actual noise levels from departing and arriving aircraft;
- (b) from time to time, and as required, one (1) mobile Noise Monitoring Terminal to be used to assist in verifying ground noise and reviewing noise complaints; and
- (c) a programme for providing Rochford and Southend with the output from the Noise Monitoring Terminals

PROVIDED THAT the Noise Monitoring Terminals shall be purpose designed for aircraft noise monitoring and shall be maintained and calibrated by the Operator in accordance with the manufacturers' instructions.

3.9 Not to Commence the Runway Extension until the Noise Monitoring System prepared in accordance with Paragraphs 3.7 and 3.8 of this Second Schedule has been submitted to Rochford and Southend for their approval.

3.10 Unless otherwise approved in writing by the Councils, not to Open the Extended Runway unless and until the Noise Monitoring System has been approved and implemented and the apparatus required to operate the approved Noise Monitoring System has been installed and made operational.

3.11 To ensure that:-

- (a) Rochford and Southend are informed (every three (3) months) as to the outputs from the Noise Monitoring Terminals in accordance with the approved Noise Monitoring System; and
- (b) the outputs include sufficient detail of ATMs so that each noise event(s) can be correlated to a specific flight so far as is reasonably practicable.

Property Acquisition and the Sound and Thermal Insulation Grants Scheme

3.12 As soon as reasonably practicable and in any event no later than two (2) months after the expiration of the ninety two (92) day summer period immediately preceding the Opening Date, to submit to Rochford and Southend for their approval the Contours taking account of aircraft type, flight patterns, average actual runway split (in terms of ATMs) and destinations subsisting using a Model and displayed in map form.

3.13 No later than eighteen (18) months after the Opening Date to submit to Rochford and Southend for their approval the extent of the boundary within which properties will qualify for acquisition or inclusion within the Sound and Thermal Insulation Grants Scheme (as the case may be). The boundary shall be based upon the Contours and (subject to the following Paragraphs of this Second Schedule) where residential properties are assessed as:-

- (a) falling within the 69 dB L_{Aeq} 16 hour day time noise contour, to offer to purchase the property at open market value; or
- (b) falling within the 63 dB L_{Aeq} 16 hour day time noise contour, then Habitable Rooms in those properties shall qualify for inclusion in the Sound and Thermal Insulation Grants Scheme.

3.14 Only properties which:-

- (a) are in residential use; or
- (b) have the benefit of an extant planning permission for use as a dwelling; or
- (c) are in education or hospital use; or
- (d) have the benefit of an extant planning permission for education or hospital use

as at the Opening Date shall qualify for acquisition or inclusion in the Sound and Thermal Insulation Grants Scheme (as the case may be).

- 3.15 Properties or extensions to properties which are constructed or modified for use as a dwelling after the grant of the Planning Permission shall not be Qualifying Properties nor qualify for acquisition.
- 3.16 An Exempt Property cannot in any circumstances be a Qualifying Property or qualify for acquisition.
- 3.17 The Sound and Thermal Insulation Grants Scheme shall come into operation immediately following its approval by Rochford and Southend.
- 3.18 Subject to Paragraph 3.19 of this Second Schedule the financial contribution payable in respect of each Qualifying Property shall equate to:-
- (a) either one hundred per cent (100%) of the cost of installing secondary sound insulation or secondary double glazing to the Habitable Rooms; or
 - (b) fifty per cent (50%) of the cost of installing primary double glazing to the Habitable Rooms; and
 - (c) one hundred percent (100%) of the cost of installing loft insulation of a type to at least 270mm so as to improve the sound attenuation of the Qualifying Property.
- 3.19 The Owner or the Operator (as the case may be) shall have the right (at its absolute discretion) either to appoint or specify a nominated contractor or to carry out the work with its own contractors.
- 3.20 Qualifying Properties shall only be entitled to one (1) grant and once installed the secondary sound and thermal insulation or double glazing (as the case may be) shall become the responsibility of the owner and/or occupier of the Qualifying Property.
- 3.21 Where a kitchen and living area are in the same room or where an external door opens immediately into a Habitable Room then they will be eligible under the Sound and Thermal Insulation Grants Scheme.
- 3.22 Where required mechanical ventilators shall be fitted in accordance with the performance standards included in the Building Regulations 2000 (Approved Document F: Means of

Ventilation 2006 Edition) and once fitted the ventilators shall become the responsibility of the owner and/or occupier of the Qualifying Property.

3.23 Where secondary sound insulation or double glazing (as the case may be) is fitted to a window facing south and this gives rise to solar gain an additional sum of up to one hundred and fifty pounds (£150) Index Linked (including VAT) shall be paid for solar shading measures.

3.24 All work carried out under the Sound and Thermal Insulation Grants Scheme shall be guaranteed for a minimum of five (5) years against defective workmanship or materials.

3.25 The Owner or the Operator (as the case may be) and/or its contractors shall be responsible for obtaining any necessary planning permissions, building regulations approvals or any other consent(s) in respect of work carried out pursuant to the Sound and Thermal Insulation Grants Scheme save that the Owner or the Operator (as the case may be) shall not be responsible for obtaining any listed building consent for such work which shall in all cases be the responsibility of the owner and/or the occupier of the Qualifying Property.

3.26 To review the Contours in consultation with Rochford and Southend no later than six (6) months after each two (2) year anniversary of the Opening Date using the Model and having regard to:-

- (a) the anticipated aircraft operations for the forthcoming year; and
- (b) any adjustments or validation which shall be deemed appropriate based on a comparison of the actual noise levels measured by the Noise Monitoring Terminals during the preceding year compared to the values predicted by the Model at the locations of the Noise Monitoring Terminals.

3.27 Having consulted Rochford and Southend, and in any event no later than three (3) months after concluding the review pursuant to Paragraph 3.26 of this Second Schedule, to submit a revised contour map to Rochford and Southend. Where any additional property is assessed as:-

- (a) falling within the 69 dB L_{Aeq} 16 hour day time noise contour, to offer to purchase the property at open market value; or
- (b) falling with the 63 dB L_{Aeq} 16 hour day time noise contour, then Habitable Rooms in that property shall qualify for inclusion in the Sound and Thermal Insulation Grants Scheme,

the boundaries of the Sound and Thermal Insulation Grants Scheme shall be amended accordingly.

- 3.28 Each Qualifying Property shall qualify for sound and thermal insulation under the Sound and Thermal Insulation Grants Scheme for a period of ten (10) years from the date of its first inclusion in the Sound and Thermal Insulation Grants Scheme.

Ground Noise

- 3.29 Not to Commence the Runway Extension until it has submitted to Rochford and Southend a scheme to promote quiet ground operations at the Airport PROVIDED THAT the scheme as submitted shall contain:-

- (a) a timetable for its implementation;
- (b) a mechanism for its review after five (5) years; and
- (c) a mechanism for enforcement and using reasonable endeavours to make sure that Ground Operators are bound by the terms of the scheme.

- 3.30 Not to operate the Airport otherwise than in accordance with the scheme approved pursuant to Paragraph 3.29 of this Second Schedule and in the event of any Breach:-

- (a) the Operator shall use best endeavours (in consultation with Rochford and Southend) to:-
 - (i) immediately stop the Breach (to the extent that it is still subsisting);
 - (ii) remedy the Breach and/or mitigate any harm arising out of the Breach (within such timeframe and in such manner as shall be approved by Rochford and/or Southend);
 - (iii) prevent such Breach from recurring; and
 - (iv) assist Rochford and/or Southend in taking any enforcement action in respect of the Breach, if requested to do so;

- (b) the details of each Breach (including the date, time, identity of the Ground Operator and nature of the Breach) shall be notified in writing to the said Ground Operator and included within each Annual Report; and
- (c) the details of any action taken by the Operator (including the date and time) pursuant to (a) and (b) of this Paragraph 3.30 shall be notified in writing to Rochford and/or Southend and included within each Annual Report.

Night Noise Provisions including the Quota Count System

3.31 In Paragraphs 3.31 – 3.44 of this Second Schedule:-

- (a) the noise classification of any aircraft shall be that set out in the schedule to the Notice; and
- (b) subject to sub-Paragraph (c) below the Quota Count of any aircraft on take-off or landing shall be calculated on the basis of the noise classification for that aircraft on take-off or landing (as appropriate), as follows:-

Noise Classification (EPNDB)	Quota Count
84 – 86.9	0.25
87 – 89.9	0.5
90 - 92.9	1
93 - 95.9	2
96 - 98.9	4
99 - 101.9	8
Greater than 101.9	16

- (c) the following aircraft shall be exempt:-
 - (i) those aircraft which on the basis of their noise data are classified at less than 84 EPNdB and which are indicated as exempt in part 2 of the schedule to the Notice; and
 - (ii) those aircraft which are engaged in flights by, or on behalf of, the military;

(d) an aircraft shall be deemed to have taken off or landed at the local time recorded by the air traffic control unit of the Airport.

3.32 Subject to Paragraph 3.33 of this Second Schedule, from the Opening Date the number of ATMs during the Quota Night Period shall not exceed the Quota PROVIDED THAT compliance with the Quota shall be assessed against the total number of such ATMs in the relevant Quota Year.

3.33 Subject to Paragraphs 3.34 – 3.37 of this Second Schedule, from the Opening Date no aircraft with a Quota Count of more than one (1) nor any helicopter shall be permitted to take off from, and/or land at, the Airport during the Quota Night Period except in the following circumstances:-

(a) where the aircraft was scheduled to take off or land prior to 2300 hours and the take off or landing (as the case may be) was delayed due to unforeseen weather conditions, industrial action, temporary runway closure/repairs at the Airport or air traffic control delays or clearances beyond the control of the aircraft operator and/or the Owner or the Operator (as the case may be); or

(b) ATMs by the police and/or HM Customs and/or the Coastguard/Royal Navy and/or the Air Ambulance Service and/or flights collecting or delivering human blood and/or organ transplants and/or ATMs carrying or meeting officials on Government business and/or any ATM which is made in an emergency consisting of an immediate danger to the life or health of humans or animals; or

(c) unforeseen diversions from other airports due to weather conditions, industrial action, temporary runway closure/repairs.

PROVIDED THAT any such aircraft movement shall be excluded from the Quota.

3.34 No passenger flights shall be scheduled to land at the Airport during the Quota Night Period PROVIDED THAT up to ninety (90) such flights in any one (1) Quota Month may be scheduled to land at the Airport between 2300 and 2330 hours PROVIDED FURTHER THAT all movements carried out by such flights shall be included within the Quota.

Aircraft Restrictions

3.35 Subject to Paragraph 3.36 of this Second Schedule, from the Opening Date no aircraft with a Quota Count of more than two (2) shall be permitted to take off from, and/or land at, the Airport except in the following circumstances:-

- (a) ATMs by the police and/or HM Customs and/or the Coastguard/Royal Navy and/or the Air Ambulance Service and/or flights collecting or delivering human blood and/or organ transplants and/or ATMs carrying or meeting officials on Government business and/or any ATM which is made in an emergency consisting of an immediate danger to the life or health of humans or animals; and
- (b) unforeseen diversions from other airports due to weather conditions, industrial action, temporary runway closure/repairs.

3.36 From the Opening Date, aircraft with a Quota Count of up to (and including) four (4) may use the Airport for maintenance purposes PROVIDED THAT such aircraft may only take off from, or land at, the Airport during the Daytime and PROVIDED FURTHER THAT in any event all ATMs carried out by such aircraft with a Quota Count of more than two (2) but up to (and including) four (4) shall not exceed sixty (60) in each Quota Year.

3.37 To use reasonable endeavours to ensure that no ATMs occur between 1055 hours and 1105 hours on 11 November each and every Quota Year.

Runway Take Off & Landing Procedures during the Quota Night Period

3.38 From the Opening Date, all aircraft will only take off to the north east of the Airport (using runway 06) and land from the north east of the Airport (using runway 24), during the Quota Night Period PROVIDED THAT:-

- a) any revisions to the UK AIP which are relevant to the provisions in this Paragraph 3.38 shall be deemed to be incorporated into this Paragraph 3.38; and
- b) the requirements in this Paragraph 3.38 may at any time be departed from to the extent that it is necessary having regard to:-
 - (i) safety;
 - (ii) any reasonable requirements of the air traffic control of the Airport to ensure the safe operation of the Airport and aircraft using it;
 - (iii) the standard separation requirements of National Air Traffic Services;
 - (iv) the weather conditions prevailing at the time of the relevant ATM making it unsafe for an aircraft to take off to the north east of the Airport or land from the north east of the Airport;

- (v) the performance capabilities of the aircraft to take off from or land at the Airport in the prevailing conditions at the time of the relevant ATM; and/or
 - (vi) the limitations of the approach aid facilities at the Airport; and
- c) the requirements in this Paragraph 3.38 shall not apply to any Circuit.

Preferred Runway Take Off & Landing Procedures during the Daytime

3.39 From the Opening Date, the Airport will operate a Preferential Runway Usage Scheme during the Daytime, pursuant to which all aircraft will land from the north east (using runway 24) and take-off to the north east (using runway 06), where movement volumes allow and PROVIDED THAT:-

- a) any revisions to the UK AIP which are relevant to the provisions in this Paragraph 3.39 shall be deemed to be incorporated into this Paragraph 3.39; and
- b) the requirements in this Paragraph 3.39 may at any time be departed from (subject to Paragraph 3.40 of this Second Schedule) to the extent that it is necessary having regard to:-
 - (i) safety;
 - (ii) any reasonable requirements of the air traffic control of the Airport to ensure the safe operation of the Airport and aircraft using it;
 - (iii) the standard separation requirements of National Air Traffic Services;
 - (iv) the weather conditions prevailing at the time of the relevant ATM making it unsafe for an aircraft to take off to the north east of the Airport or land from the north east of the Airport;
 - (v) the performance capabilities of the aircraft to take off from or land at the Airport in the prevailing conditions at the time of the relevant ATM; and/or
 - (vi) the limitations of the approach aid facilities at the Airport.

3.40 From the Opening Date, in total fewer than 50% of all Daytime landings of all aircraft will be from the south west (using runway 06), and less than 50% of all ATMs will be over the area to the south west of the Airport when assessed cumulatively throughout each entire Quota Year (this will reduce the impact of ATMs over the densely populated area of Leigh on Sea and Eastwood).

Additional Restrictions on ATMs

3.41 From the Opening Date:-

- (a) the total ATMs at the Airport shall not exceed fifty three thousand, three hundred (53,300) in each Quota Year; and
- (b) the total ATMs at the Airport undertaken by Boeing 737-300 aircraft shall not exceed two thousand, one hundred and fifty (2,150) in each Quota Year.

3.42 Not to operate the Airport otherwise than in accordance with the restrictions set out at Paragraph 3.41 of this Second Schedule PROVIDED THAT ATMs by the police and/or HM Customs and/or by the Air Ambulance Service and/or flights collecting or delivering human blood and/or organ transplants and/or ATMs carrying or meeting officials on Government business and/or any ATM which is made in an emergency consisting of an immediate danger to life or health, whether human or animal shall be excepted.

3.43 From the Opening Date, the total cargo related ATMs at the Airport shall not exceed the lesser of five thousand, three hundred and thirty (5,330) in each Quota Year or ten per cent (10%) of the total number of ATMs at the Airport in each Quota Year.

3.44 Not to operate the Airport otherwise than in accordance with the restriction set out in Paragraph 3.43 of this Second Schedule.

Engine Testing

3.45 Subject to Paragraph 3.46 of this Second Schedule, not to:

- (a) commence the Runway Extension until it has submitted to Rochford and Southend for their approval a best practice plan for aircraft engine testing that shall include the method, duration, location, programme for implementation and timing of such engine testing; and

(b) operate the Airport otherwise than in accordance with the engine testing best practice plan approved pursuant to either clause 3.3 of the Original Agreement or Paragraph 3.45 (a) of this Second Schedule and in the event of any Breach:-

(i) the Operator shall use best endeavours (in consultation with Rochford and Southend) to:-

(A) immediately stop the Breach (to the extent that it is still subsisting);

(B) remedy the Breach and/or mitigate any harm arising out of the Breach (within such timeframe and in such manner as shall be approved by Rochford and/or Southend);

(C) prevent such Breach from recurring; and

(D) assist Rochford and/or Southend in taking any enforcement action in respect of the Breach, if requested to do so;

(ii) the details of each Breach (including the date, time, identity of the Ground Operator and nature of the Breach) shall be notified in writing to the said Ground Operator and included within each Annual Report; and

(iii) the details of any action taken by the Operator (including the date and time) pursuant to (i) and (ii) of this Paragraph 3.45(b) shall be notified in writing to Rochford and/or Southend and included within each Annual Report.

3.46 Paragraph 3.45 (a) of this Second Schedule shall lapse and cease to determine if and only if:

(a) a best practice plan for engine testing at the Airport is submitted to and approved by Rochford pursuant to clause 3.3 of the Original Agreement prior to the submission of such a plan pursuant to Paragraph 3.45(a) of this Second Schedule; and

(b) the best practice plan approved pursuant to clause 3.3 of the Original Agreement complies with Paragraph 3.45(a) of this Second Schedule.

3.47 To ensure that aircraft engine testing will not occur at the Airport:

- (a) between 2000 hours and 0800 hours on Monday to Saturday;
- (b) between 1800 hours on Saturday and 0900 hours on Sunday;
- (c) between 1800 hours on Sunday and 0800 hours on Monday;
- (d) between 1055 and 1105 hours on 11 November each and every Quota Year.

Noise Preferential Routes

3.48 To use reasonable endeavours to ensure that from the Opening Date all departing aircraft with a Maximum Certificated Weight of more than 5.7 tonnes shall follow the Preferential Routes PROVIDED THAT any revisions to the UK AIP which are relevant to the provisions in this Paragraph 3.48 shall be deemed to be incorporated into this Paragraph 3.48 PROVIDED FURTHER THAT the requirements in this Paragraph 3.48 may at any time be departed from to the extent that it is necessary having regard to the safety, air traffic control, weather and aircraft performance factors and approach aid limitations.

3.49 From the Opening Date to notify all airlines and aircraft operators using the Airport that the Preferential Routes are in operation at the Airport.

3.50 From the Opening Date to use reasonable endeavours to ensure that all airlines and aircraft operators using the Airport have adopted and comply with the Preferential Routes including but not limited to ensuring that these requirements are incorporated into all relevant contracts and protocols associated with the operation of the Airport such as those related to property interests, employment, the provision of goods and services and the provision of transport services.

3.51 Not to Commence the Runway Extension until it has submitted to the ACC for its approval a scheme showing how it will levy fines on any airline or aircraft operator which consistently fails to comply with the terms of Paragraph 3.48 of this Second Schedule without good reason and such scheme will include a reporting procedure for monitoring breaches of the Preferential Routes, the fines levied and collected, and the expenditure of the fines that are collected.

- 3.52 Not to Open the Extended Runway until the scheme submitted pursuant to Paragraph 3.51 of this Second Schedule has been approved by the ACC.
- 3.53 Once approved by the ACC, to implement the scheme and not to spend any monies received pursuant to the fines imposed under the approved scheme otherwise than towards such community and/or environmental projects within the locality of the Airport that have been approved by the ACC.
- 3.54 To ensure that the Preferential Routes are published on the official web-site of the Airport and in the UK AIP.
- 3.55 If the Appropriate Air Traffic Service Authorities request the Preferential Routes to be locally refined or reviewed the following criteria shall apply:
- (a) any noise preferential route shall seek to minimise so far as is practicable the overflying of built up areas within the vicinity of the Airport;
 - (b) any noise preferential route shall be designed so as to be capable of being flown safely by all aircraft types including those which are normally associated with a standard instrument departure route;
 - (c) any noise preferential route shall take account of the location of any hazardous installations;
 - (d) changes to the Preferential Routes shall only be made upon the written authorisation of the Operator unless mandated by a higher authority;
 - (e) any noise preferential route shall meet all the requirements of the CAA; and
 - (f) Rochford and Southend shall be consulted about any noise preferential route and the Operator shall have regard to any reasonable representations that are subsequently received from Rochford and/or Southend in response to such consultation.

4. AIR QUALITY MONITORING

4.1 Not to Commence the Development until the Air Quality Monitoring Programme has been submitted to Rochford and Southend for their approval which shall include the following details:-

- (a) proposals for the periodic monitoring of nitrogen oxides (including nitrogen dioxide) by means of up to four (4) passive diffusion tubes; and
- (b) a timetable both for its implementation and the submission of monitoring results and any mitigation proposals to Rochford and Southend.

4.2 Not to operate the Airport otherwise than in accordance with the approved Air Quality Monitoring Programme.

4.3 To provide the results of the Air Quality Monitoring Programme to Rochford and Southend and to mitigate any significant adverse effects revealed by the results which are associated with the operation of the Airport so far as is reasonably practicable within such timeframe as shall be approved by Rochford and Southend.

4.4 To review the approved Air Quality Monitoring Programme at least once in each five (5) year period starting on the Opening Date PROVIDED THAT if any review:-

- (a) identifies possible enhancements to the Air Quality Monitoring Programme to use reasonable endeavours to implement those enhancements as soon as reasonably practicable PROVIDED THAT such enhancements have been approved by Rochford and Southend; or
- (b) demonstrates that the Air Quality Monitoring Programme is no longer necessary, the obligations set out in Paragraph 4 of this Second Schedule shall absolutely cease and determine PROVIDED THAT the cessation of the Air Quality Monitoring Programme has been approved by Rochford and Southend.

5. INSTRUMENT LANDING SYSTEM

5.1 Not to Open the Extended Runway until an Instrument Landing System for use in connection with runway 06 at the Airport is in place and operational.

5.2 To maintain the Instrument Landing System at all times for use in connection with runway 06 at the Airport unless otherwise approved in writing by Rochford and Southend.

6. **WAKE VORTEX SCHEME**

- 6.1 Not to Commence the Runway Extension until it has submitted a scheme to Rochford and Southend for their approval to provide for the payment of compensation and/or the carrying out of repair to properties arising out of damage from wake vortices caused by ATMs at the Airport
- 6.2 Not to operate the Airport otherwise than in accordance with the scheme approved pursuant to Paragraph 6.1 of this Second Schedule.

7. **REPLACEMENT OF LAND AND FACILITIES**

- 7.1 As soon as reasonably practicable following the completion of this Deed to submit to Southend for its approval:-
- (a) details of the Replacement Play Facilities;
 - (b) proposals for laying out the Replacement Land as open land; and
 - (c) proposals to provide the Replacement Habitat (including a programme for its implementation).
- 7.2 Not to Commence the Development until the details submitted pursuant to Paragraph 7.1 of this Second Schedule have been approved by Southend.
- 7.3 To use reasonable endeavours to Substantially Complete the Replacement Play Facilities and the Replacement Land as approved by Southend as soon as practicable and in any event not to Commence the Runway Extension until the Replacement Play Facilities and the Replacement Land have been Substantially Completed.
- 7.4 To Substantially Complete the Replacement Habitat in accordance with the programme approved by Southend pursuant to Paragraph 7.1 of this Second Schedule.
- 7.5 To provide Southend with no less than twenty eight (28) days' written notice of:-
- (a) the Replacement Play Facilities having been Substantially Completed;
 - (b) the Replacement Land having been Substantially Completed; and

(c) the Replacement Habitat having been Substantially Completed.

7.6 Not to Open the Extended Runway until the Replacement Habitat Contribution has been paid to Southend.

7.7 Not to Open the Extended Runway until the Open Space Contribution has been paid to Southend.

8. **CARBON AND ENVIRONMENTAL MANAGEMENT PLAN**

8.1 Not to Open the Extended Runway until the Carbon and Environmental Management Plan has been submitted to and approved by Rochford and Southend.

8.2 The Carbon and Environmental Management Plan shall identify appropriate, proportionate and reasonable initiatives in order to:

8.2.1 reduce carbon emissions and associated green house gases from its own operations at the Airport; and

8.2.2 reduce its overall impact upon the environment as a result of an increase in Airport activities resulting from the Development.

8.3 The Carbon and Environmental Management Plan shall include a programme and timetable for the introduction of the initiatives that are designed to address the issues raised in Paragraph 8.2 of this Second Schedule and the programme and timetable shall be reviewed with Rochford and Southend every three (3) years following its approval.

8.4 To include within each Annual Report a summary of the Carbon and Environmental Management Plan and the progress of all resulting initiatives.

8.5 Not to operate the Airport otherwise than in accordance with the Carbon and Environmental Management Plan.

9. **SUSTAINABLE PROCUREMENT POLICY**

9.1 Not to Commence the Development until it has submitted to Rochford and Southend for their approval a Sustainable Procurement Policy.

9.2 The Sustainable Procurement Policy shall include measures to reduce the environmental impacts of the Development through the procurement of sustainable goods and services at the Airport by the Owner or the Operator (as the case may be) and its contractors.

9.3 To implement the approved Sustainable Procurement Policy and, where practicable and viable, to use suppliers with environmental accreditation.

9.4 To include within each Annual Report a summary of how the Sustainable Procurement Policy has been implemented in the preceding twelve (12) months.

10. ATF

10.1 Not to Commence the Runway Extension until it has submitted to the Councils for their approval the proposed membership of the ATF which shall contain at least one (1) representative of each of the following organisations (or any successor organisation) or groups or individuals (as the case may be):-

- (a) the Operator;
- (b) Essex;
- (c) Rochford;
- (d) Southend;
- (e) the Highways Agency;
- (f) a public transport operating company serving the Airport;
- (g) an employee working at the Airport;
- (h) a user of the Airport;
- (i) a disabled persons group;
- (j) a walking group;

- (k) a cycling group;
- (l) a business located at the Airport;
- (m) a local community representative from Eastwood Parish; and
- (n) the Owner

PROVIDED FURTHER THAT for the avoidance of doubt this Paragraph 10.1 shall only require a representative from each of the above organisations to be invited to join the ATF before submitting proposed membership of the ATF to the Councils for their approval.

10.2 No later than one (1) month after the Councils' approval pursuant to Paragraph 10.1 of this Second Schedule to form the ATF at its own cost and to convene it regularly in accordance with the ATF/ASAS Guidance provided that the ATF shall be responsible for (among other things) reviewing and monitoring the effectiveness of the ASAS and the Green Travel Plan no less frequently than once per year.

11. ASAS

11.1 Not to Open the Extended Runway unless the ASAS has been submitted to and approved in writing by the Councils.

11.2 The ASAS, as submitted pursuant to Paragraph 11.1 of this Second Schedule, shall be substantially in the form of that which is attached at the Fourth Schedule to this Deed PROVIDED THAT it shall also contain proposals as to how the design of the New Terminal and the Railway Station (and any associated forecourt and vehicular facilities) shall:-

- (a) include real-time, web-based onward travel information and smart ticketing facilities;
- (b) be compliant with the Disability Discrimination Act 1995 in respect of routes wayfinding and signage including links to public transport services and other onward travel services;
- (c) include bus shelters or other forms of weather protected areas for passengers awaiting onward travel services;

(d) include secure cycle facilities; and

(e) include any other public transport measures as may have been agreed between the Operator and the Councils.

11.3 The ASAS, as approved pursuant to Paragraph 11.2 of this Second Schedule, shall be implemented upon the Opening Date.

11.4 Not to operate the Airport otherwise than in accordance with the ASAS (and associated Green Travel Plan) and any changes to it that have been approved by the Councils pursuant to this Deed.

11.5 No later than six (6) months after the passenger throughput of the Airport exceeds:-

(a) one (1) million passengers per annum; and

(b) each subsequent Threshold

the ASAS shall be reviewed between the Operator and the Councils and if any such review identifies possible enhancements to the ASAS the Operator shall use reasonable endeavours to implement those enhancements as soon as reasonably practicable PROVIDED THAT such enhancements have been approved by the Councils and the data recorded by the Operator pursuant to Paragraph 1.5 of this Second Schedule shall be determinative for the purposes of assessing passenger throughput at the Airport.

12. RAILWAY STATION

12.1 To use reasonable endeavours to Substantially Complete the Railway Station at its own expense as soon as reasonably practicable.

12.2 Not to Occupy the New Terminal or Open the Extended Runway unless the Railway Station has been Substantially Completed and opened to the public.

12.3 To use reasonable endeavours to ensure that all rail services operating on the line between London Liverpool Street and Southend Victoria Stations (whether or not they commence or terminate at another station on this line) stop at the Railway Station.

13. **PUBLIC TRANSPORT CONTRIBUTIONS**

13.1 If, at the end of the First Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty per cent (20%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend the First Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the end of the First Threshold Year (whichever is the later).

13.2 Unless otherwise approved in writing by the Councils if, upon each anniversary of the end of the First Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty per cent (20%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend an Additional Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the said anniversary of the end of the First Threshold Year (whichever is the later).

13.3 If, at the end of the Second Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty five per cent (25%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend the Second Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) or the end of the Second Threshold Year (whichever is the later).

13.4 Unless otherwise approved in writing by the Councils if, upon each anniversary of the end of the Second Threshold Year, data published by the CAA (or such other data as may have been approved in writing between the Operator and the Councils) record that less than twenty five per cent (25%) of air passengers travelling to and from the Airport were made by public transport and other non-car modes, to pay to Southend an Additional Public Transport Contribution prior to the date that is three (3) months after either publication of the said data by the CAA (or such other data as may have been approved in writing

between the Operator and the Councils) or the said anniversary of the end of the Second Threshold Year (whichever is the later).

14. NEW TERMINAL

14.1 No later than six (6) months after the opening to the public of the New Terminal any existing terminal (as at the date of this Deed) shall cease to be used for public passenger flights and it shall thereafter only be used for alternative airport related uses and for no other purpose without the prior written consent of the Councils.

THIRD SCHEDULE

Draft Planning Permission

Southend on Sea Borough Council

TOWN AND COUNTRY PLANNING ACTS
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT
PROCEDURE) ORDERS 1995 (as amended)



Dated: Application no. SOS/09/01960/FULM

To:
Robert Matthews
Vantage Planning Ltd
The Oaks,
21 Brookfields,
Stebbing,
Great Dunmow,
Essex,
CM6 3SA

Proposal:

EXTEND RUNWAY, DIVERT EASTWOODBURY LANE WITH NEW CYCLEWAY AND FOOTPATH, RE-POSITION PLAY AREA AND RE-PROVIDE RECREATION SPACE AND ASSOCIATED PARKING TO SOUTH EAST, ALTER ACCESS, PARKING AREA AND BOUNDARY TO ST LAURENCE AND ALL SAINTS CHURCH AND VARIOUS ANCILLARY WORKS IN CONNECTION WITH RUNWAY EXTENSION, INCLUDING THE DEMOLITION OF 6 DWELLINGS

Location:

LAND AND BUILDINGS BETWEEN SOUTH WEST CORNER OF SOUTHEND AIRPORT AND EASTWOODBURY LANE EASTWOOD SOUTHEND-ON-SEA ESSEX

Applicant: London Southend Airport Company Limited

Southend on Sea Borough Council, as District Planning Authority, having considered the application described above and specified in the application received on 12th October 2009

Grant Conditional Permission
as detailed in Drawing(s)

B1199200-PA-0001 (2); B1199200-PA-0002 (2); B1199200-PA-0004 (2); B1199200-PA-0005 (1); B1199200-PA-0006 (3); B1199200-PA-0007 (1); B1199200-PA-0008 (3)

and subject to the following conditions:-

- 01 The development hereby permitted shall be begun not later than 3 years beginning with the date of this permission.

Reason: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

- 02 No development approved by this permission (including demolition) shall be commenced until a Construction Environmental Management Plan has been submitted to and approved by the local planning authority. The Plan shall include the following details:
(a) Lorry routing and traffic management (including control of delivery of materials)

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- (b) Control of noise
- (c) Control of dust
- (d) Site waste management
- (e) Working hours
- (f) Details of the local sourcing of materials
- (g) Measures to prevent pollution of ground and surface water
- (h) Measures to protect areas of vegetation and wildlife within the vicinity of the development during construction works
- (i) Compliance with legal consents relating to nature conservation specifically protected species
- (j) Details of how the Construction Environmental Management Plan will be monitored on site
- (k) A programme for the carrying out of surveys for the presence of bats within the 6 dwellings to be demolished, with appropriate recommendations for any mitigation.

Development shall thereafter be carried out in accordance with the details approved, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To minimise the environmental impact and disturbance to existing residents, vegetation and wildlife during construction of the development in accordance with PPS1, 9, 10, 23 and PPG24; East of England Plan policies SS1, ENV1, ENV3, ENV7 and WM6; DPD1 (Core Strategy) policies KP2 and CP4; and policies U2 and T8 of the Southend on Sea Borough Local Plan.

- 03 No development approved by this permission shall be commenced until Southend Borough Council (as local planning authority and highway authority) has approved in writing a full scheme specification and programme of works, and all relevant highways approvals, consents and agreements are in place, in relation to the following highways works:
- a) the permanent diversion of Eastwoodbury Lane;
 - b) the temporary diversion (during construction works) and subsequent reinstatement of public footpath 121 (through St. Laurence Park from North Crescent to Eastwoodbury Lane); and
 - c) details of the toucan crossing at the position of the existing footpath's intersection by the proposed road

The development shall thereafter be undertaken in accordance with the approved details unless otherwise agreed in writing by the local planning authority. No part of the runway extension approved by this permission shall be commenced until the highways works approved under this condition have been completed to the satisfaction of Southend Borough Council.

Reason: In the interests of highways management and safety in accordance with East of England Plan policy SS1; DPD1 (Core Strategy) policy KP2 and CP3; and policy T8 of the Southend on Sea Borough Local Plan.

- 04 No part of the runway extension approved by this permission shall be commenced until an automatic (surface) vehicle traffic counter shall be provided at the developer's

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expense, in a position to be agreed in writing by the local planning authority. The counter shall permanently be retained in situ unless otherwise agreed in writing by the local planning authority.

Reason: To monitor traffic flows within the vicinity of the airport in the interests of highways management and safety in accordance with East of England Plan policy SS1; DPD1 (Core Strategy) policy KP2 and CP3; and policy T8 of the Southend on Sea Borough Local Plan.

- 05 No development approved by this permission shall be commenced until details of the following have been submitted to and approved in writing by the local planning authority: - finished levels of the runway extension and associated runway end safety area including any associated aerodrome ground and airfield lighting, fencing and other aerodrome instruments and for the re-grading of that part of the airfield. The development shall thereafter be undertaken in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of amenity in accordance with DPD1 (Core Strategy) policy KP2 and CP4; and policy C11 and U2 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 06 No part of the works within the grounds of St Laurence and All Saints Church approved by this permission shall be commenced until details of the layout, landscaping, and boundary treatment of the following have been submitted to and approved in writing by the local planning authority:
- a) the reconfigured car park and landscaping to the frontage of St Laurence and All Saints Church to Aviation Way
 - b) reconfigured gated and controlled set down area to the south of the church, off the existing Eastwoodbury Lane

The development shall thereafter be undertaken in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of amenity and general environmental quality in accordance with PPS1; East of England Plan policy SS1; DPD1 (Core Strategy) policy KP2, CP3, CP4 and CP6; policy C14 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 07 No part of the works within the grounds of St Laurence and All Saints Church approved by this permission shall be commenced until a method statement for the dismantling of that part of the church wall that is to be removed and thereafter reinstated along the western boundary of the St Laurence and All Saints church yard (including the making of a photographic record to be deposited in the local historical record) has been submitted to and approved in writing by the local planning authority. The works shall thereafter be undertaken in accordance with the approved method statement unless otherwise agreed in writing by the local planning authority.

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Reason: To protect the special architectural and historic interest of this listed building in accordance with East of England Plan policy ENV6; DPD1 (Core Strategy) policy KP2 and CP4; policy C2 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 08 No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping. This shall include details of all the existing trees and hedgerows on the land and details of any to be retained, together with measures for their protection in the course of development; details of the number, size and location of the trees and shrubs to be planted together with a planting specification, details of the management of the site, e.g. the un-compacting of the site prior to planting, the staking of trees and removal of the stakes once the trees are established; and details of the treatment of all hard and soft surfaces (including any earthworks to be carried out).

Reason: In the interests of amenity and general environmental quality in accordance with PPS1; East of England Plan policy SS1; DPD1 (Core Strategy) policy KP2, CP4 and CP7; policy C14 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 09 If any trees or shrubs that are planted in respect of any landscaping of any part of the proposed development die, are removed, become seriously damaged or diseased within 5 years of their planting they must be replaced on a like for like basis within the next planting season unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of amenity and general environmental quality in accordance with PPS1; East of England Plan policy SS1; DPD1 (Core Strategy) policy KP2, CP4 and CP7; policy C14 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 10 No part of the development approved by this permission shall be commenced until details have been submitted to and approved by the local planning authority of plans for surface water drainage and for surface water control measures and systems including a programme for implementation for that part of the proposed development. The development shall thereafter be undertaken in accordance with the approved details unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that the runway extension is adequately drained in the interests of sustainability and general environmental quality in accordance with PPS1 and PPS25; East of England Plan policy WAT4; DPD1 (Core Strategy) policy KP2; and SPD1 (Design and Townscape Guide) 2009.

- 11 No development approved by this permission shall be commenced until:
a) a site investigation has been undertaken to determine the nature and extent of any contamination on the site, and b) the results of the investigation, together with an assessment by a suitably qualified or otherwise competent person, and details of a scheme to contain, treat or remove any contamination, as appropriate, have been submitted to and approved by the Local Planning Authority.

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No part of the runway extension or new highway associated with the diversion of Eastwoodbury Lane shall be opened for its intended use until: c) any approved remediation scheme shall be fully implemented; and d) a Certificate shall be provided to the local planning authority by a suitably qualified or otherwise competent person stating that remediation has been completed and the site is suitable for the permitted end use. Thereafter, no works shall take place within the site such as to prejudice the effectiveness of any approved scheme of remediation.

Reason: To ensure that any contamination under the site is identified and treated so that it does not harm anyone who uses the site in the future in accordance with PPS1 and PPS23; East of England Plan policy ENV7 and WAT4; DPD1 (Core Strategy) policy KP2; and SPD1 (Design and Townscape Guide) 2009.

- 12 Prior to commencement of development an archaeological scheme of investigation providing for the strip, map and sample of the site shall be submitted to and approved by the local planning authority. Archaeological investigations shall thereafter be undertaken in accordance with the approved investigation scheme, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that there is opportunity to record any archaeological items of interest and finds in accordance with PPG16; East of England Plan policy ENV6; DPD1 (Core Strategy) policy KP2; policy C1 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 13 The developer shall afford access at all reasonable times to any archaeologist nominated by the local planning authority, to allow the observation of the strip, map and sample and the recording of any items of interest and finds.

Reason: To ensure that there is opportunity to record any archaeological items of interest and finds in accordance with PPG16; East of England Plan policy ENV6; DPD1 (Core Strategy) policy KP2; policy C1 of the Southend on Sea Borough Local Plan; and SPD1 (Design and Townscape Guide) 2009.

- 14 No development approved by this permission shall be commenced until a report detailing measures for road noise mitigation has been submitted to and approved in writing by the local planning authority. No part of the runway extension hereby permitted shall be open for its intended use unless these measures have been carried out in accordance with the details approved, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To minimise the environmental impact and disturbance to nearby residents, in accordance with PPG24; East of England Plan policies SS1 and ENV7; DPD1 (Core Strategy) policy CP4; and policies U2 and T8 of the Southend on Sea Borough Local Plan.

- 15 No part of the runway extension approved by this permission shall be commenced until an assessment of aircraft odour impacts has been submitted to and approved in writing by the Local Planning Authority. Any mitigation measures identified shall be implemented

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prior to the first use of the extended runway unless otherwise agreed in writing by the Local Planning Authority.

Reason: To minimise the environmental impact on nearby residents, in accordance with PPS23; East of England Plan policies SS1 and ENV7; DPD1 (Core Strategy) policy CP4; and policies U2 and T8 of the Southend on Sea Borough Local Plan.

REASON FOR APPROVAL:

01. This permission has been granted having regard to Policies SS1 (Achieving Sustainable Development), E1 (Job Growth), E6 (Tourism) E7 (The Region's Airports), T12 (Access to Airports), ETG4 (Southend Key Centre for Development and Change), ETG5 (Employment Generating Development), ENV1 (Green Infrastructure), ENV3 (Bio-diversity and Earth Heritage), ENV7 (Quality in the Built Environment), WAT4 (Flood Risk Management) and ETG1 (Strategy for Sub-region) of the East of England Plan 2008; policies KP1 (Spatial Strategy), KP2 (Development Principles), KP3 (Implementation and Resources) CP1 (Employment Generating Development), CP3 (Transport and Accessibility) CP4 (The Environment and Urban Renaissance), CP5 (Minerals and Soils Resources), CP6 (Community Infrastructure) and CP7 (Sport, Recreation & Green Space) of the Adopted Southend on Sea Core Strategy; and to Policies C2 (Historic Buildings), C11 (New Buildings, Extensions and Alterations), C14 (Trees and Landscaping) C15 (Retention of Open Spaces), H3 (Retention of Small Family Houses), E1 (Employment Promotion), E5 (Non-Residential uses located close to Housing), R1 (Outdoor Sports Facilities), R5 (Parks and Gardens), U2 (Pollution Control), T8 (Traffic Management and Highway Safety), T14 (Public Transport) and T17 (Southend Airport) of the Southend-on-Sea Borough Local Plan and to all other material considerations. The carrying out of the development permitted, subject to the conditions imposed, would accord with those policies and in the opinion of the Local Planning Authority there are no circumstances which otherwise would justify the refusal of permission.

PLEASE NOTE

- 01 In relation to Condition 2 you are advised that the outline Site Waste Management Plan that was submitted as part of the outline Sustainability Appraisal (October 2009) should be incorporated into the Construction Environmental Management Plan required by this condition, as this outline document deals predominantly with the environmental impacts during the construction phase of the development. The management of waste during the operational phase of the development should be addressed within the Environmental Management Plan required under the terms of the associated Section 106 agreement.
- 02 In relation to Condition 3 you are advised that the details submitted should include details of the levels, alignment, layout, configuration, finishes, lighting, fencing, bunding and landscaping of the proposed realigned Eastwoodbury Lane together with details of the proposed junctions with Nestuda Way and Eastwoodbury Lane, the associated cycleway and footpath, and the replacement parking. For the avoidance of doubt this condition does not require the stopping up order in respect of the permanent diversion of Eastwoodbury Lane. Please contact Martin Warren (Highways Engineer 01702 534328) in respect of the necessary highways approvals.

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- 03 This permission is governed by a legal agreement between the applicant, Southend Borough Council, Rochford District Council and Essex County Council under Section 106 of the Town and Country Planning Act 1990. The agreement relates to:
- Annual Report
 - Notice
 - Local Employment Opportunities
 - Quiet Operations Policy
 - Air Quality Monitoring
 - Instrument Landing System
 - Wake Vortex Scheme
 - Replacement of land and facilities
 - Replacement habitat and open space contributions
 - Carbon and Environmental Management Plan
 - Sustainable Procurement Plan
 - Airport Surface Access Strategy (ASAS)
 - Railway Station
 - Section 106 Monitoring Contribution

ADW

DRAFT

FOURTH SCHEDULE

Draft ASAS

JACOBS

London Southend Airport

Draft Airport Surface Access Strategy

August 2009

Document control sheet	BPP 04 F8
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Client: London Southend Airport Co Ltd
Project: London Southend Airport Runway Extension and Associated Infrastructure
Job No: B1199200/300TS140
Document Title: Draft Airport Surface Access Strategy

	Originator	Checked by	Reviewed by	Approved by
ORIGINAL	NAME E Dalton	NAME M Holloway	NAME	NAME
DATE August 2009	SIGNATURE	SIGNATURE	SIGNATURE	SIGNATURE
Document Status				

	NAME	NAME	NAME	NAME
REVISION				
DATE	SIGNATURE	SIGNATURE	SIGNATURE	SIGNATURE
Document Status				

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1.1 Background

London Southend Airport is a regional airport with the majority of the site located in the district of Rochford, to the north-east of Southend-on-Sea within Essex. The airport occupies a site of 125ha, and the boundary is shown on Figure 1-A.

London Southend Airport Company Limited was purchased by the Stobart Group on 2nd December 2008. Stobart intend to seek planning permission for an extension to the runway and associated works which will support and accelerate an increase in the number of passengers using the Airport.

Surface access is satisfactory to serve the current operations of the site, which consists of limited passenger flights, maintenance repair and overhaul, and private and club flying. Local users can get to the airport easily where there is convenient and free parking. There are local buses, and rail stations within the vicinity but the majority of staff drive to work. With the proposed runway extension, it is estimated that London Southend Airport could attract 1.97 million passengers by 2020. If the runway extension does not take place, passenger forecasts are estimated to reach around 0.74 million by 2020.

The Department for Transport (DfT) published "The Future of Air Transport" in December 2003 which recognises the importance of airports as key strategic components of the UK's transport infrastructure and the need to ensure that they are served by good quality, well integrated surface access. The White Paper specifies that all airports in England and Wales with more than 1,000 passenger air transport movements a year are required to set up an Air Transport Forum and prepare an Airport Surface Access Strategy (ASAS).

The DfT published "Guidance on Airport Transport Forums and Airport Surface Access Strategies" in 1999 which provides guidance on the production of an effective ASAS. The Guidance notes that an ASAS should cover the short to medium term, similar to the five year horizon for local transport plans. However, the Strategy should also take account of the longer term Master Plan.

This version of the London Southend Airport Surface Access Strategy builds on the previous Strategy published in August 2006 and takes account of the current proposals for London Southend Airport.

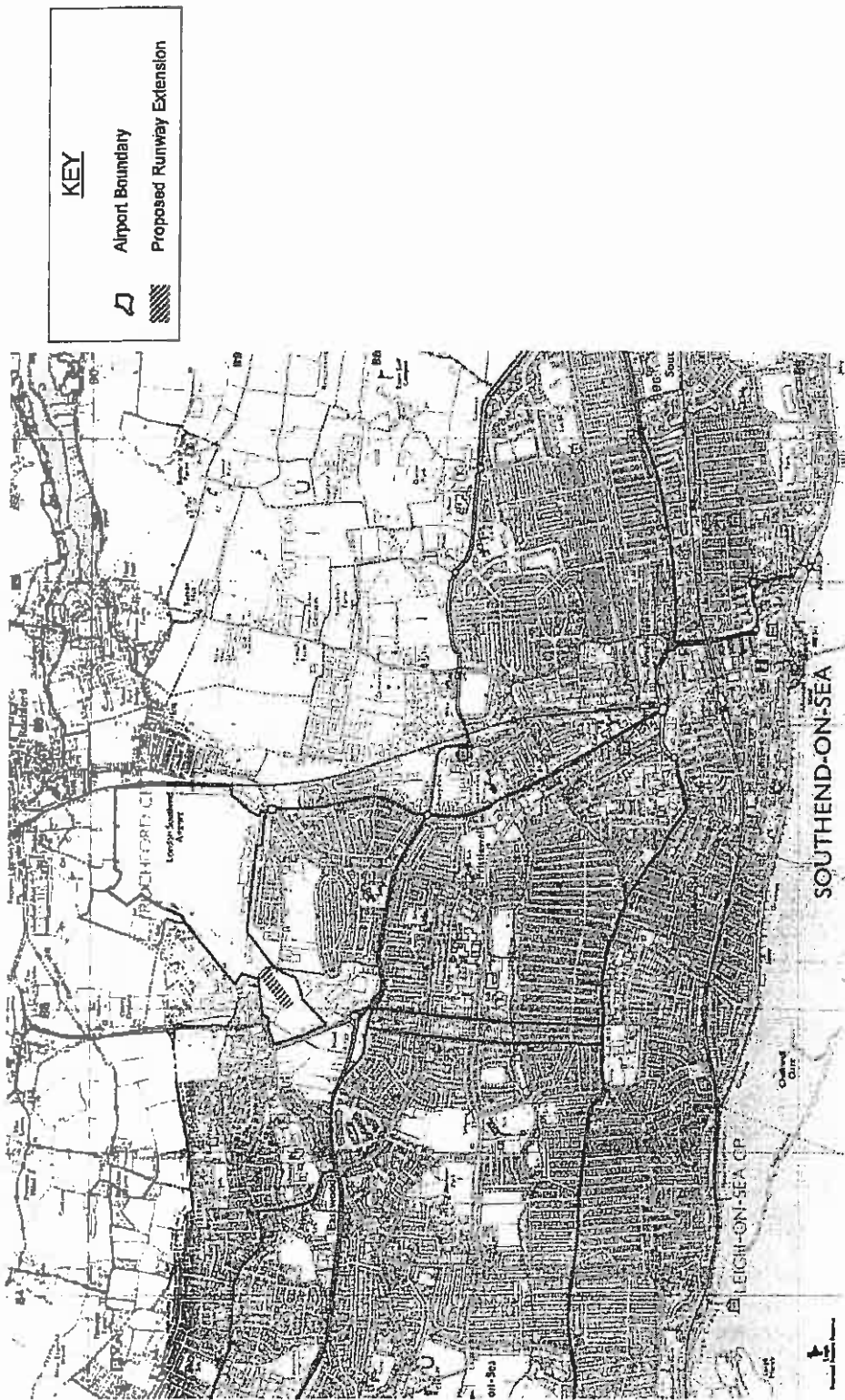


Figure 1-A Location of London Southeast Airport

2.1 Introduction

Key local, regional and national policies have been reviewed, including:

- *The 2003 Air White Paper and Progress Report*
- *East of England Plan & Implementation Plan*
- *Thames Gateway South Essex Plans*
- *Local Transport Plans*
- *Local Plans and Local Development Framework Documents*

2.2 National Policy

In the 2003 White Paper "The Future of Air Transport", the Government recognises the valuable role London Southend Airport could play in meeting local demand and contributing to regional economic development. The role in providing capacity for business aviation is also recognised as opportunities become increasingly limited at the main South East airports. Surface access is covered extensively in the White Paper and the Government expects all airports to share the objective of increasing the number of passengers using public transport.

The White Paper Progress Report was produced in December 2006, and reinforces the message for airport operators to increase the use of public transport to help reduce road congestion and air pollution. To continue the success of the White Paper, all airports are invited to produce surface access strategies setting targets for increasing public transport use.

An ASAS must consider access to and from airports and aim to minimise the number of trips carried out by the private vehicle. As a result, the travel planning process is encompassed within the Strategy. A wide range of guidance on Travel Planning and the identification of measures and initiatives are available, with some examples including:

- *The Essential Guide to Travel Planning published in October 2007 and updated in April 2008 by the National Business Travel Network for the Department for Transport*
- *A Guide on How to Set Up and Run Travel Plan Networks (September 2006)*
- *Good Practice Guidelines: Delivering Travel Plans through the Planning Process (April 2009)*

2.3 Regional Policy

Planning guidance for the region is included in the East of England Plan. Policy E7 relates to the Region's Airports and acknowledges the support in principle for expansion at Southend as expressed in the Air White Paper. Improved surface access to the Airport is considered necessary and covered in Policy T12 (Access to Airports) and Policy ETG4 for the Essex Thames Gateway.

The East of England Implementation Plan identifies sustainable surface access requirements and 'voluntary' travel planning as short to medium term (up to 2015), with longer term initiatives focusing on the implementation of sustainable access infrastructure.

Thames Gateway South Essex produced a "Business Plan for Transport" in November 2005 identifying that the expansion of the airport (along with other developments) will play a strategic role for the local economy and tourism with good transport connections being essential to support passenger growth and generate extra employment opportunities. Efficient links to and within Southend are also critical in achieving this vision and unlocking potential development areas.

2.4 Local Policy

Strategic Objective 11 of the Southend-on-Sea Borough Council Core Strategy focuses on securing the regeneration of London Southend to enable it to "*reach its potential to function as a local regional airport providing for significant new employment opportunities and improved surface access subject to environmental safeguards*". Policy Reference 1b of Core Policy 3: Transport and Accessibility identifies the need for improved surface access to London Southend Airport.

A Joint Area Action Plan (JAAP) for London Southend Airport and its Environs has been prepared by Rochford District Council and Southend-on-Sea Borough Council as part of the LDF process. The JAAP is currently emerging and is not expected to be adopted until 2010.

The JAAP considers the transport and environmental issues arising from the planned development and proposals which support the development of the airport facilities and the runway extension. These, however, are subject to controls on airport operations and provision of an ASAS.

A JAAP evidence report (June 2008) considers forecast information from a York Aviation report. It is considered that in the medium to longer term the airport could grow to become similar to Southampton and London City Airports in terms of aircraft movements and passenger numbers. There is uncertainty attached to future passenger numbers as there is no recent record of commercial air services, and therefore demand is difficult to estimate.

The White Paper indicates that all airports in England with scheduled services should establish Airport Transport Forums (ATFs) to encourage partnership between interested parties. This will include airport operators, local authorities, Passenger Transport Authorities, transport operators, local people and businesses. The ATF has three specific objectives:

- *To agree challenging and long term targets to increase the proportion of journeys to the airport made by sustainable modes*
- *To devise a strategy to achieve the targets set*
- *To oversee the implementation of the study*

An ATF for London Southend Airport was established in 2005 and met twice, the second time to discuss the draft ASAS. However, the ATF did not continue for a number of reasons. First, the anticipated increase in passengers and staff that would have resulted from new airline services did not occur. Secondly, uncertainty about the ownership of the Airport meant that resources could not be allocated to an activity which was not felt to be of immediate concern. Third, the introduction of the proposals in the JAAP, in particular the option of a runway extension and associated road diversion and the provision of significant new employment zones next to the Airport, meant that a new Surface Access Strategy would be required in due course.

Now that this draft ASAS has been prepared, it is appropriate to revive the ATF and seek its views before finalising the Strategy.

Whilst the ATF has not continued, the Airport has remained a member of the Southend Business Travelwise and continues to promote its benefits among its own staff. In addition, the Airport has been associated with a group of travel planning experts in the area known as the Move Easy Network. This group includes representatives from the Hospital, Keymed, RBS, Tesco, Southend United Football Club and Southend on Sea Borough Council. It sought to co-ordinate a number of travel planning activities and promotions and, in particular, sponsored a business award for travel planning.

4 Existing Airport Activity

4.1 Introduction

London Southend Airport plays an important role in the local economy and currently supports around 50 local businesses and employs over 1,000 people. The Airport currently services local passengers, locally based businesses, aircraft maintenance, flying clubs and private and corporate jets.

There are limited passenger flights, with Maintenance Repair and Overhaul and private and club flying as the main activities. A single scheduled commercial service operates between London Southend Airport and Jersey on a weekly basis from May to September.

4.2 Aircraft Movements

The Civil Aviation Authority (CAA) collects data on airport activity. Annual aircraft movements for 2008 are detailed in Table 4-A. Figure 4-A displays total aircraft movements from 1990 – 2008.

Private and club	27847
Business Aviation	1477
Other Non-Commercial Movements	4493
Air transport movements	2207
Other Commercial movements	1203
Total Aircraft Movements	37227

Table 4-A Annual Aircraft Movements 2008

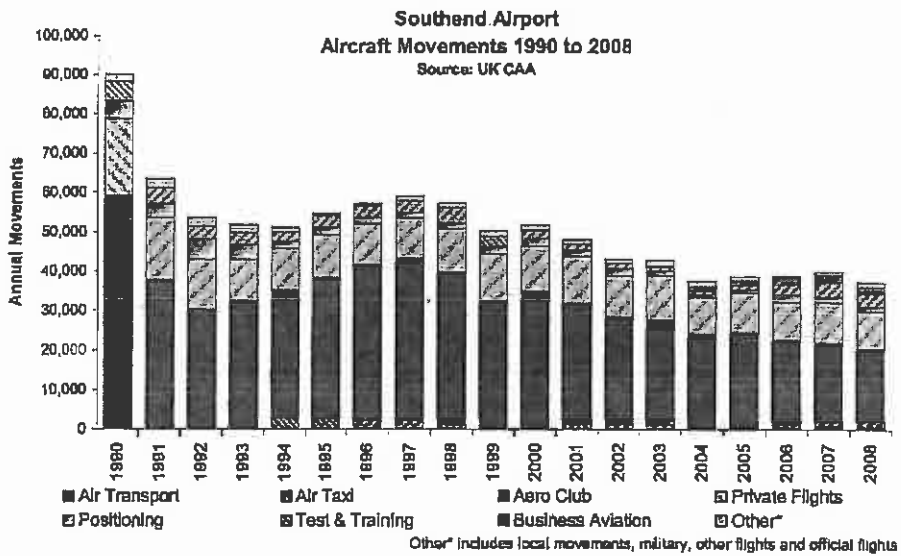


Figure 4-A Aircraft Movements 1990 – 2008 (graph taken from AviaSolutions report 2009)

4.3 Passenger Numbers

The Airport do not record the number of passengers on private and club, helicopter and business aviation aircraft movements.

There are statistics available from the CAA on the number of terminal and transit passengers at London Southend Airport and these are summarised in Table 4-C for recent years. Figure 4-B shows the change in annual passengers from 1986 to 2008.

Year	Terminal Passengers	Transit Passengers
2005	5133	0
2006	30222	129
2007	49311	0
2008	44075	0

Table 4-B Summary Passenger Statistics 2005 – 2008 (source: CAA)

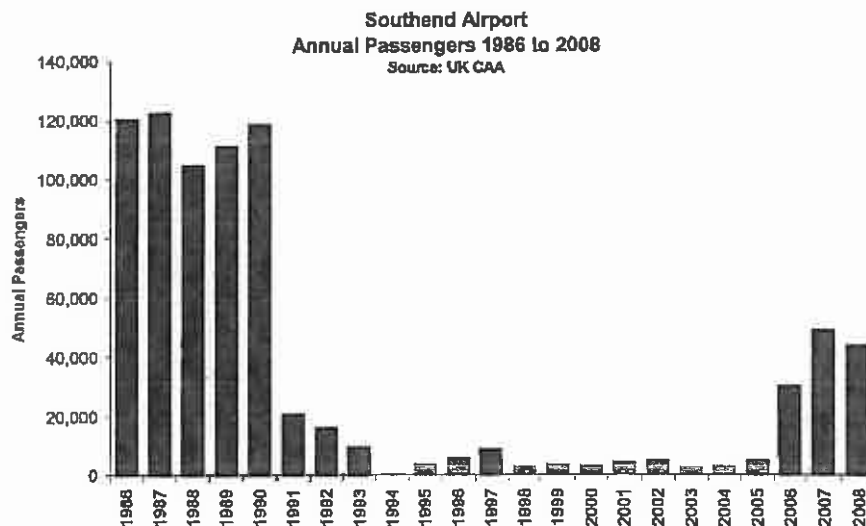


Figure 4-B Annual Passenger Numbers 1986 – 2008 (graph taken from AviaSolutions report 2009)

4.4 Staff

The York Aviation Report in 2006 collected information regarding staff numbers at London Southend Airport. The report indicated that there were 930 full time equivalent jobs on site.

In June 2006, a Staff Travel Survey was completed to identify employee travel behaviour to and from the site. The airport activities are not considered to have altered too much from this time, and so the results are still considered to be valid. There was only a 15.7% response rate to the staff survey and so there should be some caution with interpreting the results. A further survey should be undertaken when airport activity increases.

Headline results from the previous study include:

- 94% live in the SS postcode, with 18% in SS9 (Eastwood) and 17% in SS2 (encompassing the Airport)
- 91% of employees worked full time and 9% part time
- 19% of workers were on shift patterns
- 47% have a journey of less than 15 minutes and 81% travel less than 30 minutes
- 74% of car users said they had no problems with parking, but there were some concerns with security and the availability of spaces
- 38% would consider car sharing, but 39% would not
- 36% would not consider using public transport
- 46% would not consider cycling, mainly due to distance and safety
- 76% would not walk, due to distance

One key statistic obtained from the staff survey is the modal split to the site. Of those surveyed, 70% drive to work alone, 7% car share, 11% cycle, 4% travel by powered two wheelers, 3% catch the bus and 5% walk. This is displayed in Figure 4-C.

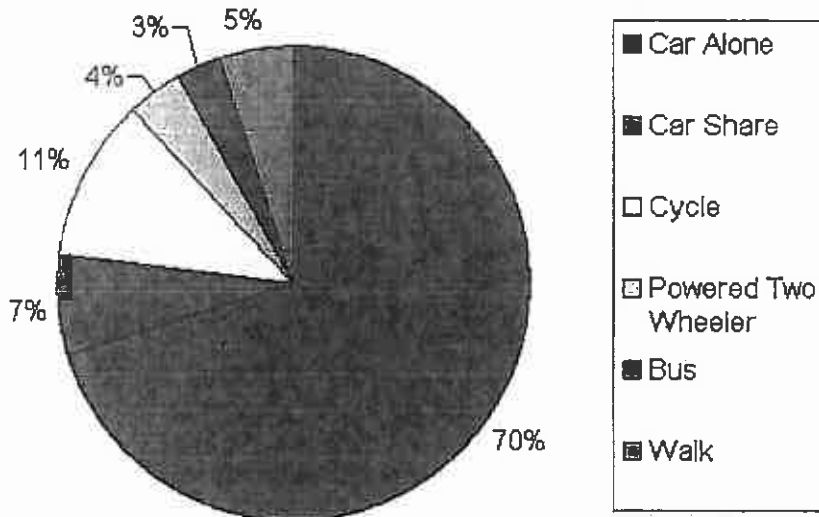


Figure 4-C Staff Modal Split (from the Staff Travel Survey 2006)

4.5 New Operations and Alterations

Regular charter operations carrying Ford employees between Southend and Cologne ceased at the end of 2008. This service had previously flown between 25,000 and 43,000 passengers per year between 2006 and 2008. When the Ford flights were operating, coaches were provided to take the inbound passengers from the airport to and from local Ford sites. Currently, no firm decisions have been made by airlines to begin operations at London Southend Airport.

Improvements to the existing terminal building have recently been completed including an extension to the departure lounge, the addition of a café and an increase in the number of check-in desks. Other projects that were completed in

2008 include the installation of replacement fuelling infrastructure such as fuel tanks and dispensing systems, the re-surfacing of a major part of a taxiway and the provision of a new car park.

In 2004 Southend Airport gained detailed planning consents for a new on-site airport railway station, a replacement terminal building and a new car park. Outline planning permission for an airport hotel was also granted in 2007 and the development is expected to open in 2010. Proposals for a new airport control tower are also underway which will consist of a new building in a location with a better view of the site.

4.6 Property

The previous ASAS identified two main areas of property on site, in the Southern Maintenance Area (totalling about 20,000m²) and the Northern Maintenance Area (15,000m²). Most of the floorspace is hangar but there are also workshops, offices and storage areas. There has been little major development on site since 2006. There is also the possibility that some areas have been refurbished or demolition has taken place.

The amount of travel within the airport between sites is currently unknown. This may be an area to investigate in due course to identify the use of more sustainable modes where possible.

4.7 Adjacent Activity

There are a number of areas adjacent to the airport which may be necessary to include when considering transport needs in the area. The Aviation Way Industrial Estate borders the Northern Maintenance Zone and contains a number of businesses, some of which are aviation related. A hotel and sports club are other land uses on Aviation Way.

Southwest of the airport is a major office for The Royal Bank of Scotland (RBS), which was completed in 2004. RBS has a travel plan and is represented at the ATF. Adjacent to this office is a supermarket and hotel development with restaurant.

To the southeast of the airport is a retail park which shares an access with the airport. The retail park consists of nine units featuring furnishing stores, electronic retailers and others. A McDonalds drive-through restaurant is also located on site. Representatives of the agents for the retail park and from McDonalds are part of the ATF.

To the north of the airport lies Rochford Hundred Golf Club, whilst the area to the south is predominately residential.

5.1 Introduction

The ASAS aims to improve access to the site by more sustainable modes and to reduce the reliance on the private vehicle. Details of the existing walking, cycling, public transport and vehicular access to the site are assessed in this section to form a baseline and identify improvements that could be made.

5.2 Walking

There are substantial residential areas around the airport site and the terrain is relatively flat. This suggests a large catchment area for those able to walk to the site. The majority of roads to the south and east are lit and have footways. However, Aviation Way does have poor pedestrian facilities with a lack of carriageway facilities and poor lighting.

A public footpath links Eastwoodbury Lane to North Crescent providing access to the airport from the southern residential areas.

5.3 Cycling

There are cycle routes in Southend. To the west of the Airport, an off-road cycle lane exists along Cherry Orchard Way and Nestuda Way. This links into Aviation Way, therefore providing access to the airport. An off-road cycle route extends west along the A127.

In 2008, Southend was designated as a Cycle Demonstration Town and granted funding of £3.2 million over 3 years to be matched by the Council. As a result, there are ambitious plans for the town. Infrastructure will be improved, particularly around the hospital, Civic Centre and access to Fossett's Farm development. Other initiatives also include developing links to key employment sites and developing business and commuter travel initiatives.

Whilst air passengers are unlikely to favour travel by cycle, staff would be able to utilise the mode, particularly those considered to be in a reasonable cycling distance, i.e. 5km.

5.4 Bus Services

The airport is served by three bus routes operated by Arriva Southend (Routes 7, 8 and 9). Routes 7 and 8 stop on Southend Road at Warners Bridge, whilst route 9 stops on Eastwoodbury Crescent. Table 5-A summarises the services.

Route No	Route	Airport Stop	Frequency
7	Shoeburyness – Rayleigh	Warners Bridge	Mon – Sat approx 0600 – 2300 with at least 4 per hour Sun 0730 – 2300 with 1 an hour
8	Shoeburyness – Rayleigh	Warners Bridge	Mon – Sat approx 0630 – 1830 with 1 an hour Sun 0830 – 1830 with 1 an hour
9	Shoeburyness – Rayleigh	Eastwoodbury Crescent	Mon – Sat approx 0600 – 2300 up to 5 per hour Sun 1000 – 2000 with 2 an hour

Table 5-A Bus Services near London Southend Airport

All routes pass by rail stations, with Routes 7 and 8 stopping at Rochford and Southend Central stations, and Route 9 enabling access to Southend Victoria and Southend Central stations.

Ideally, bus stops should be located within 400m of the origin or destination (IHT, 1999 "Planning for Public Transport in Developments") to offer a realistic alternative to the private car. The stops on Eastwoodbury Crescent are opposite the existing terminal building. However, the Warners Bridge stop is further away, at approximately 750m. Whilst this is outside the preferred 400m, it does lie within the preferred maximum for walking (taken as 2km).

5.5 Rail Services

Rail stations in the vicinity of the airport include Southend Central, Southend Victoria and Rochford. Southend Central lies on the Shoeburyness to London Fenchurch Street route. Southend Victoria provides routes to London Liverpool Street (calling at Rochford). Rochford station is the closest to the airport at a distance of approximately 2km. Prittlewell Station, on the same line as Rochford, is also close to the airport at a distance of approximately 3km. The routes are detailed in the Table below.

Station	Line	Operator	Frequency	Journey time
Rochford / Prittlewell	Southend Victoria – London Liverpool Street	National Express East Anglia	Mon – Sat typically 3 an hour from approx 0400 – 2300 (6/7 trains at peak time) Sun – 2 an hour from approx 0615 – 2250	Typically 50-55 minutes
Southend Victoria	Southend Victoria – London Liverpool Street	National Express East Anglia	Mon – Sat typically 3 an hour from approx 0400 – 2300 (6/7 trains in AM peak) Sun – 2 an hour from approx 0615 – 2250	Typically 1 hour from Southend to London
Southend Central	Shoeburyness – London Fenchurch Street	c2c	Mon – Sat approx 6 an hour (up to 10 in AM peak) from 0430 – 2315 Sun – approx 4 an hour between 0545 and 2245	1 hour from Southend to London

Table 5-B Train Services at Nearby Stations

5.6 Taxis

Local licensed taxis can drop off or, if pre-booked, pick up passengers and this arrangement will continue. The Airport has a concession with a local taxi firm to provide a taxi service on demand.

5.7 Car Hire

There is currently no designated car hire facility on site. However, arrangements can be made with car hire companies to deliver a car to the Airport within twenty minutes of booking.

5.8 Highway Access

London Southend Airport can be accessed from the A1159 Manners Way roundabout junction, or via Eastwoodbury Crescent. Parking is available to the front of the existing terminal, on the south side.

The B1013 Cherry Orchard Way lies to the west of the Airport, with the A1169 to the east. The A127 Prince Avenue is to the south of the Airport. This route joins the M25 approximately 30km to the west at Junction 29. Alternatively, the A127 can provide a route to the A13 and into Central London.

The JAAP evidence report identified the A127 and A13 to suffer from significant congestion. Junction assessments in the area have determined capacity problems to exist during peak hours at certain locations, particularly the Anne Boleyn Roundabout (Sutton Road/Southend Road), the Prince Avenue/Rochford Road/Hobleythick Lane signalised junction and the Cuckoo Corner Roundabout (Prince Avenue/Priory Crescent/Manners Way/Victoria Avenue).

5.9 Parking

There is parking on site for approximately 500 cars free of charge. The parking is located to the south of the terminal building.

Around 300 spaces were available prior to 2008. However, since then a new secure car park has been built for a further 200 cars. Parking for staff and visitors at the various premises in the maintenance areas are accommodated within the 500 space allocation. Detailed planning permission was granted in 2004 for car parking between the station and new terminal for 345 cars.

There are parking restrictions on roads adjacent to the airport. However, most residential roads surrounding the airport are free of restriction.

5.10 Issues and Constraints / Summary

The Airport has relatively good passenger transport links, with buses and taxis available from the terminal building providing a link to rail stations for connection with regular trains to London. However, the ample free parking available at the airport is likely to encourage those departing from the airport to drive in the first instance.

Those arriving at the airport with no access to a private vehicle can benefit from the public transport links. Whilst car hire can be arranged, it is not readily available on site which may be a barrier to use.

6.1 Airport Development Plans

Development and growth of the airport is expected to occur regardless of the runway extension. Passenger forecasts are estimated to increase to around 740,000 passengers per year by 2020 if the runway extension does not take place. With the runway extension, passenger numbers are estimated to reach 1.97 million.

The proposed development consists of the following essential infrastructure:

- *Runway extension by about 300 metres to the west and repositioning of the landing lights*
- *The diversion of Eastwoodbury Lane – potentially to skirt around the north side of the Royal Bank of Scotland building*
- *Drainage/attenuation for the extended runway and road diversion*
- *Demolition of four cottages on the south side of the runway extension area and the demolition of an additional two on the north side*
- *Possible demolition of part of the churchyard wall at St Laurence and All Saints Church*

Required supporting infrastructure has also been identified although it is not expected for these elements to be needed for some years, e.g.

- *Further phased development of the terminal to expand capacity from 4,500 m² to 9,000 m²*
- *Additional apron space for aircraft parking*
- *Additional car parking to support passenger and employee growth*
- *New taxiways*
- *Physical environmental mitigation works, which are anticipated to include drainage infrastructure and localised road access/junction improvements*
- *Relocation of flying clubs from the site of the new parking area to the north side of the airport*

6.2 Other Development Plans

Transport

The development of a rail station at London Southend Airport will provide fast and frequent train services direct to Stratford and London Liverpool Street. The last stages of technical approval are underway with Network Rail and it is planned for the Station to be operational in late 2009. The development is likely to include:

- *12 car platforms with weather protection and waiting facilities*
- *Ticket and information office, plus ticket machines*
- *Covered overbridge served by lifts and stairs*
- *Covered walkway to and from the passenger terminal*
- *Access from Southend Road*
- *All trains to call at the new station*

The new terminal, to be built adjacent to the station, will be built after the opening of the station and therefore consideration will need to be given to an interim shuttle bus service to enable passengers to transfer from the existing terminal to the station.

A bus rapid transit system is currently proposed for three areas in South Essex, including Southend-on-Sea. South Essex Rapid Transit (SERT) will be an innovative, high-quality form of public transit that delivers much of the features of a tram at much lower cost. Two potential routes have identified and consulted on. A west corridor will link the Progress Road Area to Southend Victoria Station, with an eastern corridor running between London Southend Airport and Shoeburyness Railway Station. At this stage, there are no fixed ideas as to how the route would operate, and modelling of the scheme is currently taking place. Therefore, it is not possible to determine likely patronage of the service or proportion of airport passengers that will utilise the mode.

Extending the runway by the proposed 300m will require the diversion of Eastwoodbury Lane which runs along the west of the airfield. Current plans indicate Eastwoodbury Lane to be diverted to run south and west to link up with B1013 Nestuda Way approximately 80m north of the junction with the A127 Prince Avenue.

A new airport control tower is due to start construction in late 2009. The new building will have a different location to the current control tower to provide an improved view of the whole airport and operating facilities.

Hotels

Outline planning permission was granted in 2007 for a 4-star 130 bed hotel including restaurant, bar and café. The development was initially planned for opening in mid 2010. Associated parking for the development will be available on site. This development is proposed for land adjacent to the Harp House Roundabout, at the airport entrance.

There is also planning permission for a hotel to the west of the airport, on the eastern side of Cherry Orchard Way opposite the Rochford Retail Park site. Development plans are for a 163 bed hotel and two office blocks creating a combined floorspace of 4,570m².

Employment

The JAAP Preferred Option proposes that land adjacent to the airport be allocated to accommodate up to 109,000m² of additional employment space, with 99,000m² in the new Saxon Business Park and the balance on a small business park at Nestuda Way, which will accommodate up to 5,450 additional jobs in the area over the planning period to 2021 and beyond. It is also anticipated that 15,000 m² will become available for redevelopment within the Aviation Way Industrial Estate. Together these will deliver 6,200 additional jobs (excluding direct airport related employment).

7 Future Transport Demand**7.1 Introduction**

Future transport demand for the Airport has been estimated in a number of documents, predominately the Master Plan and the JAAP. Passenger and aircraft forecasts are subject to economic decisions made both by the Airport and any Airline Operators and associated companies.

7.2 The Master Plan

The Master Plan was produced in 2005 and suggested that Southend Airport could attract up to 1 million passengers a year in 2015, rising to 2 million by 2030. One million passengers a year would equate to approximately 1500 arriving and 1500 departing passengers per day, and up to 150 passengers in each direction per hour. In the medium term (2015) up to 40 passenger flights per day may run, with an additional 2 or 3 MRO aircraft movements and 5 or 6 business and corporate flights.

7.3 The JAAP

The Joint Area Action Plan Preferred Options report was produced in February 2009 by Southend-on-Sea Borough Council and Rochford District Council. This reinforced the Master Plan vision of transporting between 1 and 2 million passengers per annum. The proposed runway extension would allow medium sized passenger planes to be accommodated carrying between 100 and 150 passengers e.g. the Airbus A319 and Embraer E195.

Employment figures were also quoted in the JAAP, with some 125,000 sq.m of additional floorspace quoted. This is estimated to create 6,200 additional jobs on site excluding direct airport jobs. The airport expansion and jobs directly associated with airport operations could be expected to reach 1180. Therefore, the vision for the JAAP area may provide an additional 7,380 jobs in total.

7.4 AviaSolutions Forecast Report

AviaSolutions provided air traffic forecasts in April 2009 in support of London Southend Airport's forthcoming planning application to lengthen the existing runway. Two cases were presented – a 'with development case' and a 'base case' without the runway extension.

With the runway extension, growth to 1.97 million passengers is forecast by 2020. A total of 53,300 aircraft movements are forecast, comprising of 26,400 commercial movements and 26,900 non-commercial movements. The base case assumes some growth with an estimated 0.74 million passengers projected for 2020. A total of 52,500 aircraft movements are forecast, with 16,700 commercial and 35,800 non commercial.

7.5 Summary

The increase in passenger and employment numbers will lead to greater surface access demand for the airport. Suitable measures will need to be put in place to limit the number of private vehicles arriving at the airport.

The existing and future projected demand for the airport is summarised in Table 7-A, taking data from the AviaSolutions Report.

	Existing	2020 Base	2020 with Dev
Air transport movements	2,207	16,790	26,280
Passengers	44,075	736,935	1,974,285
Employment Numbers	1,000	-	8,380

Table 7-A Existing and Future Demand for the Airport

8.1 Introduction

Four targets were set in the previous ASAS, relating to Travel Planning, a proposed shuttle service and studies into public transport, cycling and walking. The progress against each of these is detailed below.

8.2 Target 1

By the end of 2007, have an Airport Area Travel Plan in place sponsored by the Airport's major employers

This target was not achieved for the same reasons as set out above in the section on the Airport Transport Forum, i.e. as there was no increase in passenger and staff numbers, there was uncertainty regarding the ownership of the airport and the JAAP proposals meant a new ASAS would be required.

As previously mentioned, the Airport has remained involved in Travel Planning activities through membership to the Southend Business Travelwise group and has continued to promote benefits to the airport staff. Association with the Move Easy Network further supports travel planning aspirations.

It is recognised that, should the JAAP Preferred Option be adopted and the Airport's proposal for a runway extension approved, there will be a need for renewed travel planning activity and that this can be promoted through the revived Airport Transport Forum and in accordance with any conditions attached to a planning permission.

8.3 Target 2

By early 2007, or in time for the start of airline operations, put in place a shuttle service, if justified by demand, between the existing terminal and Rochford Station.

Airline operations have not begun at the airport and so this target has not been completed, due to the lack of demand for the shuttle service. It is considered that this should be retained as a target to provide ease of movement and access between the station and existing airport terminal. A study should take place to justify the demand and feasibility of the proposal.

8.4 Target 3

By the end of 2006, study bus service and bus stop options related to the new passenger terminal and transport interchange and publish recommendations.

This target has been completed, based on the proposed new terminal building and location, and the Parkway proposals. Conclusions from the study indicated that the current bus stops on Southend Road (Warners Bridge) would serve the new terminal and rail station appropriately. However, the terminal is no longer planned for completion in 2009, and the Parkway proposals are currently on hold. Therefore, consideration may need to be given to transfer between Warners Bridge and the existing terminal building.

Bus service route 9 stops outside of the existing terminal building and so the use of this bus service is favourable. However, this bus route utilises Eastwoodbury Lane which will be subject to diversion as part of the runway extension plans and therefore the service may be affected.

8.5 Target 4

By the end of 2006, undertake a study of the potential for cycling and walking improvements in the vicinity of Aviation Way.

This has predominately been encompassed in the JAAP preparation, although a study was completed in 2007. The conclusions raised confirm the current facilities are considered incomplete but that opportunities do exist to provide additional facilities in combination with proposed developments in the short, medium and long term.

New carriageways should provide adjacent facilities for pedestrians and cyclists to access the sites. Development in the JAAP area, particularly at Aviation Way will consider the walking and cycling provision to the site.

9.1 Introduction

An effective ASAS should include a mix of short term actions and longer term proposals as well as policy measures to tackle the problems identified and to deliver the targets and goals of the strategy.

The previous ASAS identified a number of strategies designed to manage the growth of demand for transport associated with the growth of Airport activity. These have been retained for the ASAS and are:

- *Travel Planning*
- *Travel Information*
- *Public Transport*
- *Cycling and Walking*
- *Taxis*
- *Car Parking*
- *Roads*

9.2 Travel Planning

Travel planning is "a long term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed". (DfT, 2009).

A travel plan is a site specific document that will identify a package of measures to promote modal shift away from private car use. The Strategy will rely on and is assisted greatly by the work of Essex County Council and Southend-on-Sea Borough Council.

A network travel plan should be completed for the whole airport area. Linking with numerous companies may mean more travel initiatives will be viable and provides greater scope for reducing car travel to the site.

The following measures could be included in a site wide Travel Plan and should be explored:

- *Car sharing – this could be promoted through current liftshare schemes, including those that already operate in the area (Thames Gateway South Essex Liftshare). As an area plan is suggested, the Airport could introduce its own car share database for employees*
- *Shuttle Bus – a shuttle bus providing access from local transport links (i.e. Rochford/Prittlewell/Southend stations) could be viable and encourage both staff and visitors to travel by train to the area with an available transfer to the final destination*
- *Public Transport Information – ensuring that transport information is readily available will mean that those travelling to the airport are aware of all the options available to them. This should be displayed throughout the site, on an intranet site or also distributed to each staff member in a 'Travel Pack'*
- *Available secure cycling facilities, lockers and showers to encourage cycling and remove any barriers to use of the mode*

- *Events and participation in national events such as 'Bike Week' and 'Walk to Work Week'.*
- *Employment strategies, including recruitment policy and travel remuneration policy*
- *The provision of free parking on site is likely to disincentivise people to arrive by modes other than the private car. Whilst removal of this feature would be unfavoured, it would help to encourage modal shift to more sustainable modes. A Travel Plan is less likely to be successful without parking constraint.*

Targets

1. Produce an Area Wide Airport Travel Plan sponsored by the Airport's major employers by 2010
2. Designate a Travel Plan Co-ordinator to monitor the travel plan and progress new Initiatives by 2010

9.3 Travel Information

Providing travel information to employees is expected to be covered in the Travel Plan for the site and monitored by the Travel Plan Co-ordinator. This will ensure that information is updated and readily available for new starters at the site.

It is important that those visiting and flying from the airport are provided with travel information to ensure they are aware of all travel options available to them. The Southend Airport website (www.southendairport.com) provides information on travel to and from the airport, by road, train, bus and information on car hire.

The information will need to be kept up-to-date to ensure that correct information is provided to the public. Information should also be available on site, and at other local transport links (including local rail stations and Southend Travel Centre). The possibility of providing information at London stations could help to promote London Southend Airport, particularly after expansion and with a new rail station in place.

Target

3. Ensure current public transport information is readily available to members of the public via the internet and on display in the terminal and at local transport links

9.4 Public Transport

In order to encourage travel to the airport by sustainable modes, there needs to be a realistic alternative. Public transport can achieve this with the removal of some of the commonly conceived barriers, such as high fares, lack of service and connections, unreliable and slow services.

The new rail station at the airport will improve transport links and attractiveness of the mode. It will improve journey times into central London and the link to Stratford will be invaluable with the 2012 Olympic Games. Before completion of the station, Rochford Station is also in close proximity and could provide access to the airport, particularly if a designate shuttle service was employed.

Following completion of the new station, consideration will be needed on transporting rail passengers to the existing terminal. This will be removed with the proposed new terminal.

The airport is currently served by three bus routes enabling transfer between Shoeburyness and Rayleigh, calling at rail stations and Central Southend. The existing services are considered suitable for the current operations at the airport, but may require alterations dependent upon future flights from the airport and the time that these begin. Route 9 will be affected by the proposed Eastwoodbury Lane diversion.

A possible gap in the market was previously suggested for services from the south-west e.g. to serve Canvey, Benfleet and Leigh-on-Sea. A study could be undertaken to determine future demand from the local area and to identify where improvements may be necessary to the bus services.

Targets

4. Discuss potential opportunities with public transport operators for the improvement of services to serve the increased passenger numbers generated from the increased flight operations
5. In time for the start of airline operations, put in place a shuttle service, if justified by demand, between the existing terminal and Rochford Station.

9.5 Cycling and Walking

Southend already has a network of cycle routes, as described in Section 5.3. Due to the designation of Southend-on-Sea as a Cycle Demonstration Town, there are also likely to be a number of improvements and new routes planned.

Consultation responses to the JAAP Issues and Options document highlight the perception that cycle routes in the area are virtually non-existent and those that are in place are currently not fit for purpose.

Target

6. The Airport to work with the local authorities to discuss possible routes and improvements along identified desire lines

9.6 Taxi Hire

Local licensed taxis can drop off or, if pre-booked, pick up passengers and this arrangement will continue. The airport has a concession with a local taxi firm to provide a taxi service on demand. Alternative arrangements are likely to be necessary to cater for the increased flight and passenger numbers forecast.

Previous proposals for a new terminal include designated taxi drop off facilities. Taxi waiting areas should be included in future proposals to offer an adequate service for the expected demand.

Target

7. The Airport to ensure adequate taxi facilities are included in future terminal proposals, particularly as a result of expansion of the airline operations

9.7 Car Hire

There is currently a limited amount of car rental activity taking place. The London Southend Airport website includes details of car hire companies and states that a car can be delivered to the airport within 20 minutes of booking.

As passenger numbers grow it is likely that the demand for hire cars will increase and therefore the current arrangement may not be suitable. On-site facilities and vehicles should be considered to cope with the demand and enable immediate car hire.

Car clubs are currently unavailable in Southend. Car Clubs offer a pay as you go car hire service for members. There could be scope to establish London Southend Airport as a Car Club location for use by staff and visitors to the airport. This may be particularly useful for members of staff who have travelled by other modes to work, but require a car for a short period or for car club members travelling to the airport.

Target

8. The Airport to explore opportunities for car hire and car club facilities to be made available on site following increased passenger flights.

9.8 Car Parking

The availability and cost of car parking is an important factor in travel choice. If plentiful free parking is available it may be difficult to encourage travel to the site by other more sustainable modes. Staff can currently park close to their place of work either in the general public car parks or within tenanted or leased areas.

There are approximately 500 car park spaces currently available on site. It is vital that the number of spaces provided in future plans are not too high so as to encourage travel by car, or too low and lead to overspill parking in the local area.

A Car Parking Strategy should be produced for the site to explore the management of parking facilities and determine estimates of supply and demand particularly as a result of proposals for London Southend Airport. The increase in passenger numbers is likely to show an increase in demand for spaces and this will require effective management.

Target

9. Produce a car parking strategy for management of car parking at the Airport following the proposed expansion and increased passenger flights

9.9 Potential for Modal Shift

Government policy aims to reduce the reliance on the private car and promote the use of sustainable modes of transport. In the short and medium term, the existing external roads are considered adequate to serve the growing airport. Minor changes to the internal road system are likely to be necessary at certain locations.

In the longer term, the East of England Plan and the Local Transport Plans for Essex and Southend-on-Sea envisage various strategic road improvements. These are beyond the scope of this strategy, but should be monitored to ensure that they meet the objectives of improved access to the Airport.

Southend Airport, with the proposed development, aspires to serve the same number of passengers as Southampton Airport. Southampton Airport also has a rail station, as Southend Airport will in the future.

Target modal split figures for Southampton (taken from the Southampton ASAS) include:

- 77% of staff to drive alone and 58.5% of passengers
- 4% of staff to use public transport and 18.5% of passengers
- 22% of passengers to travel by taxi
- 4% of staff to cycle and 5% of staff to walk to work

London Southend Airport already has a more sustainable modal split than Southampton Airport. Air passenger modal shares will be a key measure, although it will be difficult to set a target prior to airline operations and the completion of the rail station.

Target

10. Limit travel to the Airport by private vehicle and achieve modal shift to more sustainable forms of travel, such as walking, cycling and public transport

9.10 Action Plan

It is important to set timescales and costs to the targets made. This enables the priorities to be identified and time constraints to be met. Table 9-A shows an example Action Plan to accompany this ASAS.

Target	Indicator	Timescale	Relative Cost
1	Adoption of Area Wide Travel Plan	Short term - 2010	££
2	Travel Plan Co-ordinator In Position	Short term - 2010	££
3	Available Information	Short term	£
4	Consultation	On-going	£
5	Discussion	On-going	£
6	Provision of Information	Short term	£
7	Future taxi provision	Medium term	£
8	Study	Medium term	£
9	Production of Strategy	Medium term	££
10	Modal shift	On-going	£ - £££

Table 9-A Example Action Plan

It is important to monitor the progress of the targets listed in this Strategy to ensure that it is delivering what is required and progressing towards more sustainable travel patterns. It is also important to identify further opportunities for improved surface access to the airport.

It is proposed that the Airport Transport Forum meet approximately twice a year or when it is considered necessary as a result of emerging plans or proposals. The ATF will be instrumental in taking the Strategy forward and the document should be reviewed periodically to capture any surface access changes and ensure that targets are monitored and refreshed.

Staff surveys can provide valuable information to travel habits to and from the Airport. The production of a Travel Plan will enable a methodology to be established and results to be captured. Travel Plans are dynamic documents and this will require its own monitoring and review. A designated Travel Plan co-ordinator should take the Plan forward, and also sit on the ATF and feed into the ASAS.

Producing a Network Travel Plan and appointing a designated co-ordinator will mean that all businesses/staff are kept involved and the process retains the momentum necessary for success.

Appendix C JAAP Employment Developments

The JAAP Preferred Option is to pursue high scale employment growth, since this will make a significant contribution towards sub-regional employment aspirations. The aim is to encourage employment for both aviation-related growth (associated with airport growth) and for wider B-class sector growth within the northern expansion of the Aviation Way Industrial Estate.

It is important to identify the additional traffic that may be loaded onto the Eastwoodbury Lane diversion as a result of the employment growth. This will be necessary to ensure that the road design can cope with the expected flow along the link.

Proposed employment has been allocated to three main areas – the Saxon Business Park, Nestuda Way and Aviation Way. Table 1 shows the location, potential for employment land, and subsequent number of jobs that could be created.

In order to test the impacts of the development areas on the local highway network, the following assumptions have been made:

- *The number of jobs created equal the number of employees working on site every weekday*
- *75% of employees will travel to work by private vehicle*
- *All staff will arrive during the morning peak hour and leave in the evening peak hour*
- *Trip distribution will be calculated from the 'Do Something' models*

It is expected that the traffic volumes will provide a worst case, given that it is unlikely for all employees to work on the site every weekday and to travel during the network peak hours.

Location	Employment Area	Jobs	Total Traffic
Saxon Business Park	99,000m ²	4,950	3713
Nestuda Way	10,000m ²	500	375
Aviation Way	15,000m ²	750	563

Table D-1

Two scenarios have been modelled as part of this study. Scenario 1 assumes all traffic associated with Saxon Business Park and Aviation Way is routed from the south or west and therefore uses the Nestuda Way / Eastwoodbury Lane junction. Traffic from here will be distributed according to modelled proportions. Scenario 2

assumes that 50% of traffic will be routed south or west and 50% will be routed north (and therefore not enter the study area). Therefore, Scenario 1 will offer a worst case of traffic using the Eastwoodbury Lane diversion route, with Scenario 2 offering a more realistic amount.

There are likely to be some arrivals in the evening peak and departures in the morning peak. In order to account for this traffic, proportions have been taken from the Halcrow Transport Assessment.

Traffic flows from JAAP developments using the proposed Eastwoodbury Link have been calculated as:

		Scenario 1	Scenario 2
AM Peak	EB	257	129
	WB	1989	995
	Total	2246	1124
PM Peak	EB	1599	801
	WB	359	180
	Total	1958	981

Table D-2

These flows translate into the following turning movements at the Eastwoodbury Lane junction with Nestuda Way, where:

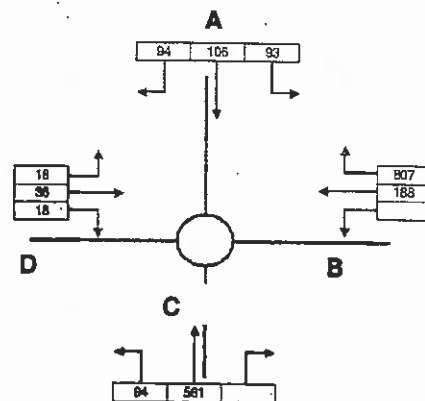
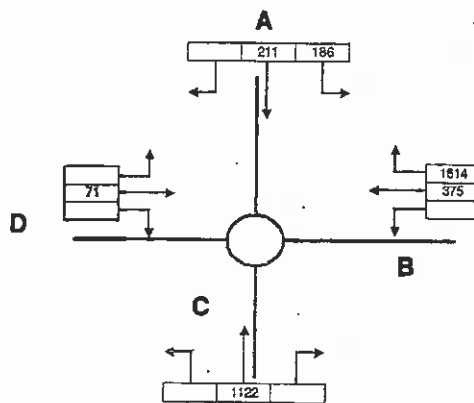
- A = Nestuda Way north
- B = Eastwoodbury Lane
- C = Nestuda Way south
- D = Nestuda Way Development/Park and Ride

AM Scenario 1

	A	B	C	D
A	-	186	211	-
B	1614	-	-	375
C	1122	-	-	0
D	0	71	0	-

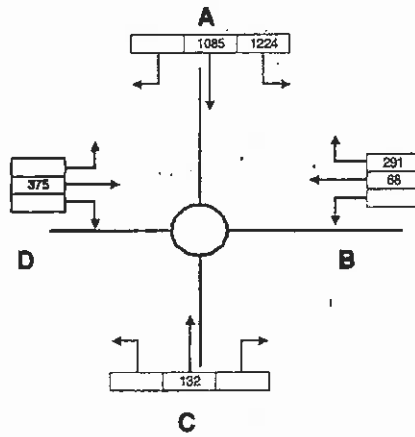
AM Scenario 2

	A	B	C	D
A	-	93	106	94
B	807	-	-	188
C	561	-	-	94
D	18	36	18	-



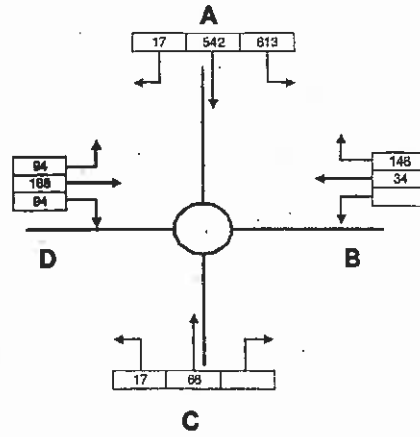
PM Scenario 1

	A	B	C	D
A	-	1224	1085	-
B	291	-	-	68
C	132	-	-	0
D	0	375	0	-



PM Scenario 2

	A	B	C	D
A	-	613	542	17
B	146	-	-	34
C	66	-	-	17
D	94	188	94	-



FIFTH SCHEDULE

Discharge of the Original Agreement

Column 1 – Relevant Existing Clause	Column 2 - Trigger within this Deed for Discharge of Existing Clause
3.2	First anniversary of the Opening Date PROVIDED THAT the first Annual Report shall have been presented to the ACC
3.3	Submission and approval of the engine testing best practice plan pursuant to either Paragraph 3.46 of the Second Schedule to this Deed or clause 3.3 of the Original Agreement (whichever is the earlier)
3.4 and 3.5	When all of the following have occurred: (1) approval of the Air Quality Monitoring Programme and (2) approval of the Noise Monitoring System and (3) submission of first Contours pursuant to Paragraph 3.12 of the Second Schedule to this Deed and (4) the approval of the Carbon and Environmental Management Plan and (5) the first anniversary of the Opening Date PROVIDED THAT the first Annual Report shall have been presented to the ACC
3.6	Implementation of the Noise Monitoring System pursuant to Paragraph 3.10 of the Second Schedule to this Deed
4.1	The Opening Date
4.4	The Opening Date

SIXTH SCHEDULE

The Plans

LEGEND

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1	ISSUE	REVISION	DATE	BY	APPROVED

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JACOBS HOLDINGS
100 WATERLOO STREET, SUITE 1000
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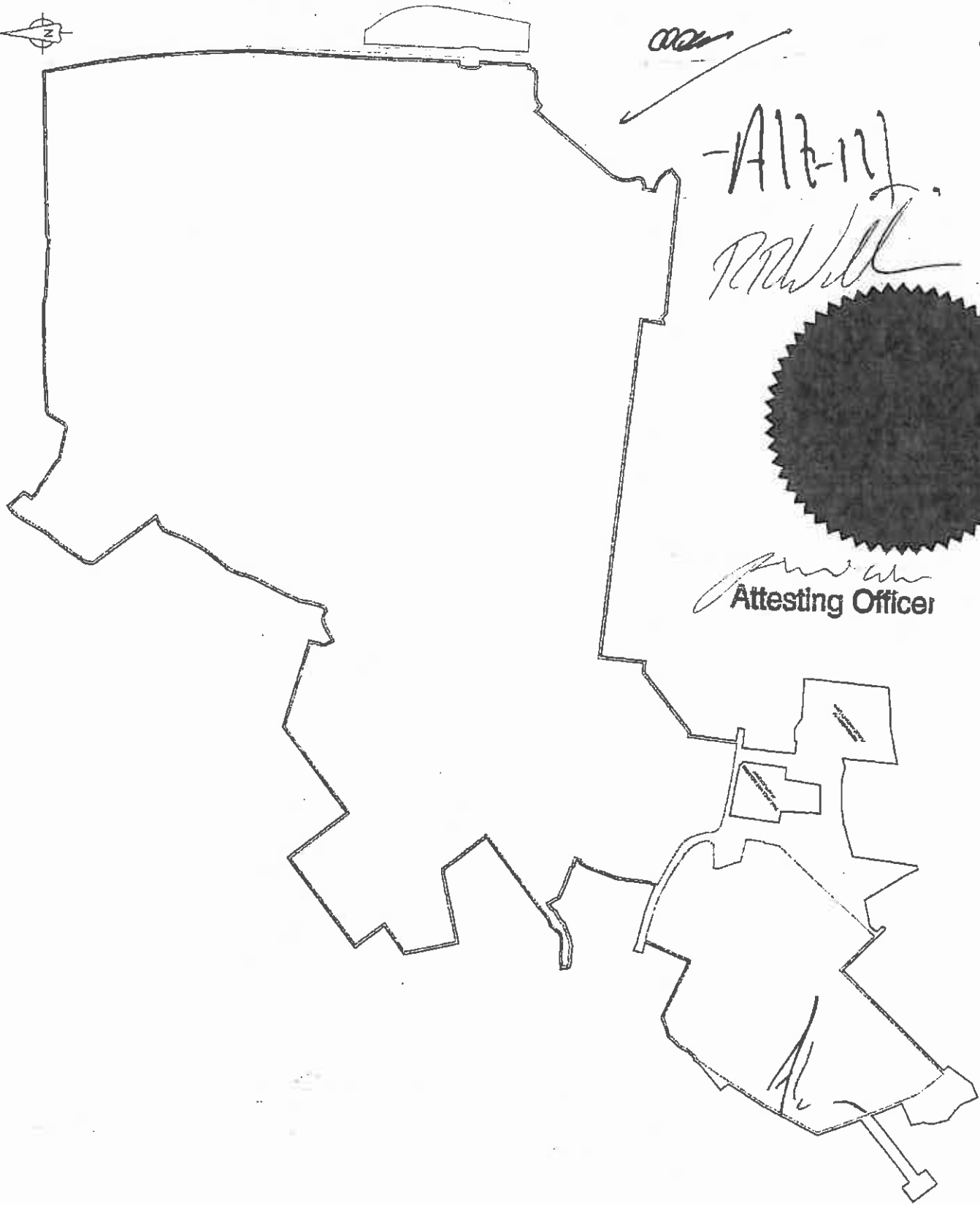
LONDON SOUTHERN AIRPORT
AIRPORT DEVELOPMENT

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S.108 PLAN 1 : TITLE PLAN

PROJECT NO.	REV.
B1199200-PA-0014	1

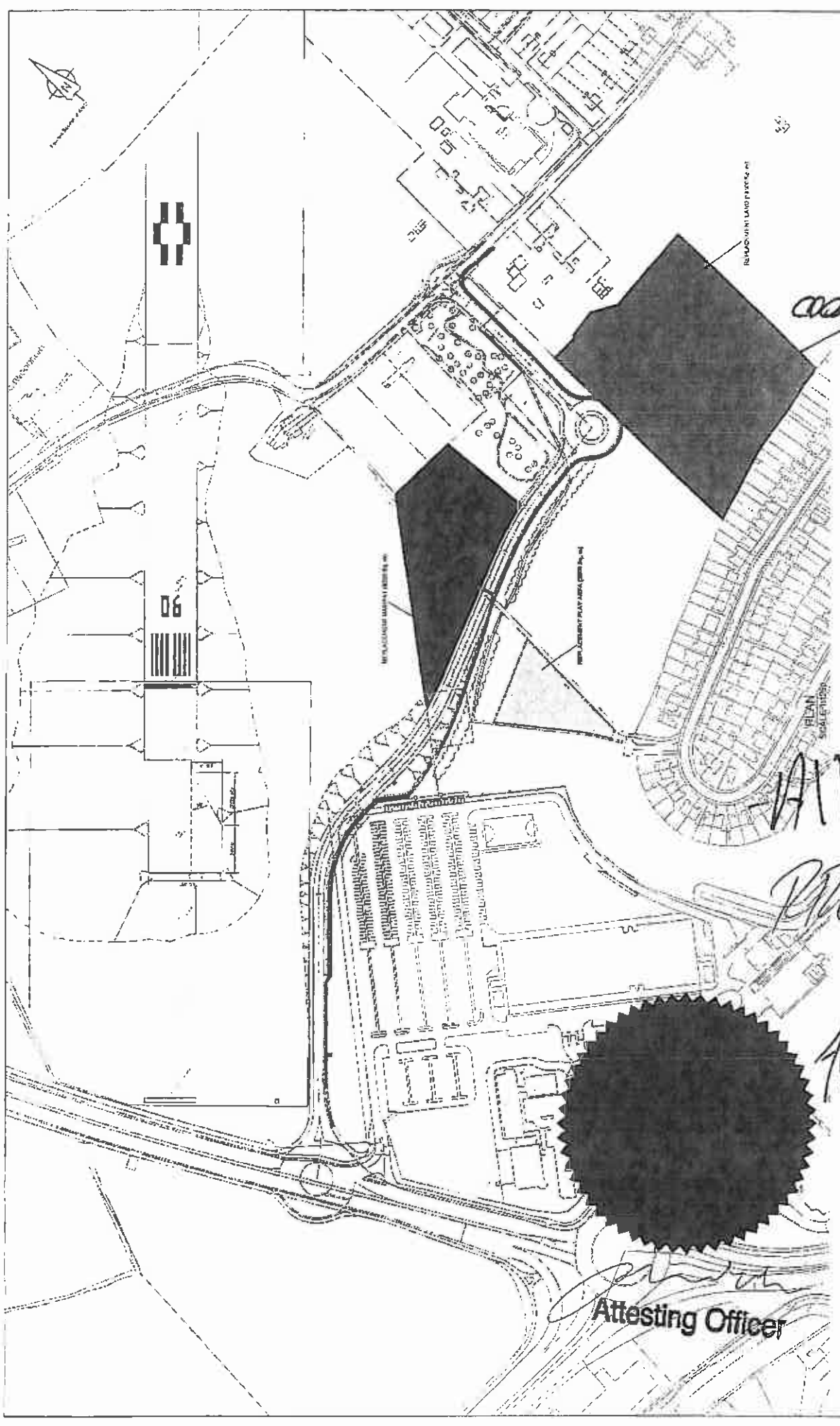
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LONDON SOUTHEND AIRPORT

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LONDON SOUTHEND AIRPORT
RUNWAY EXTENSION

B119200 AS SHOWN @ A1

B119200

B119200-PA-0013

REPLACEMENT HABITAT, LAND AND PLAY AREA

87/16

BUILD

OF

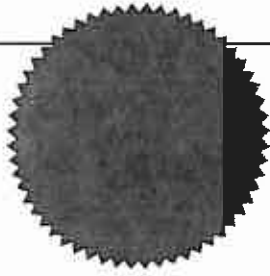
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 171 Ballybun Road London NW4 6EG
 Tel: 020 8834 4111 Fax: 020 7628 0280
 email: mail@beardmoreallen.com

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Drawing Title
LONDON SOUTHEAD
AIRPORT
The Preferential Routes

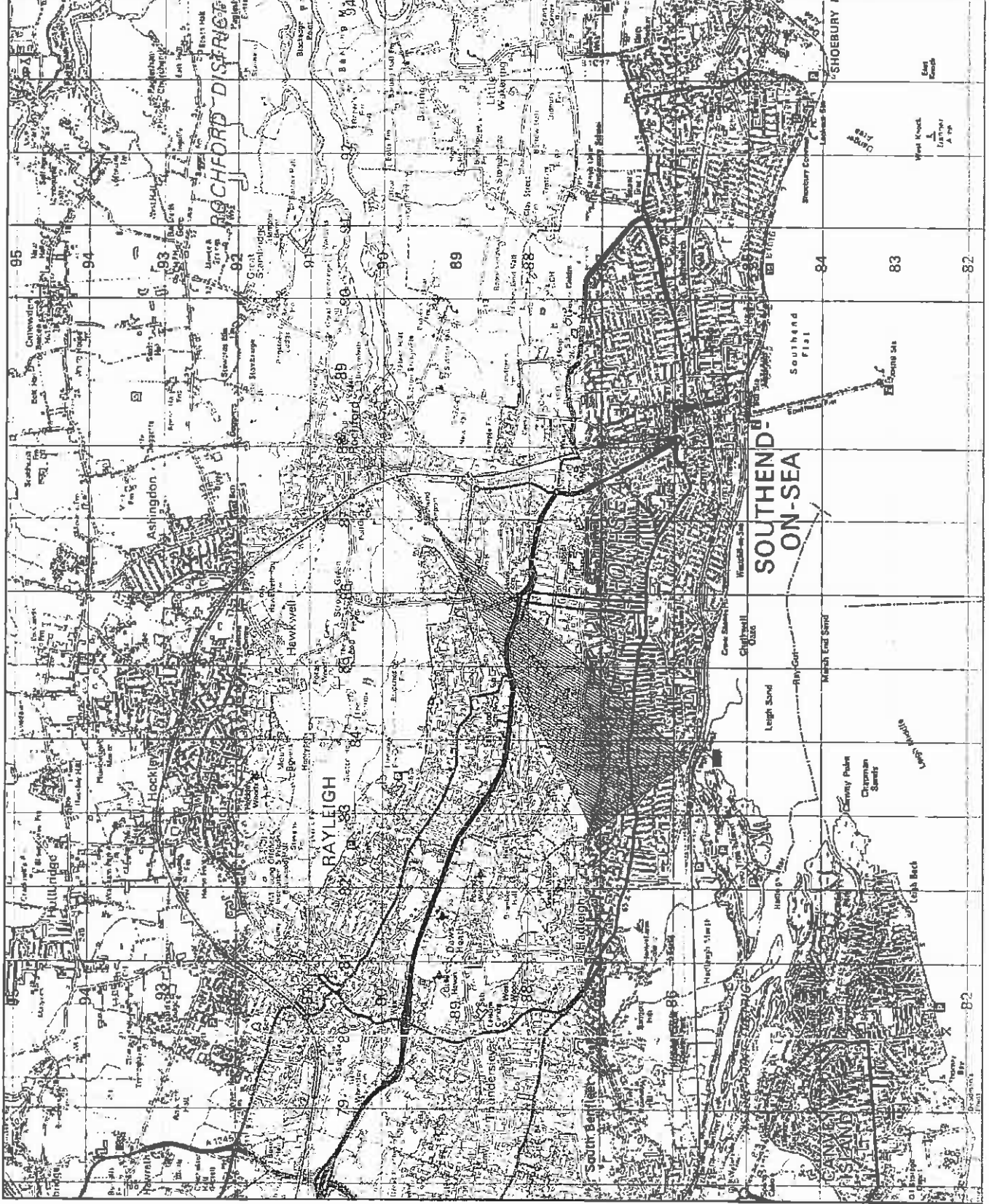
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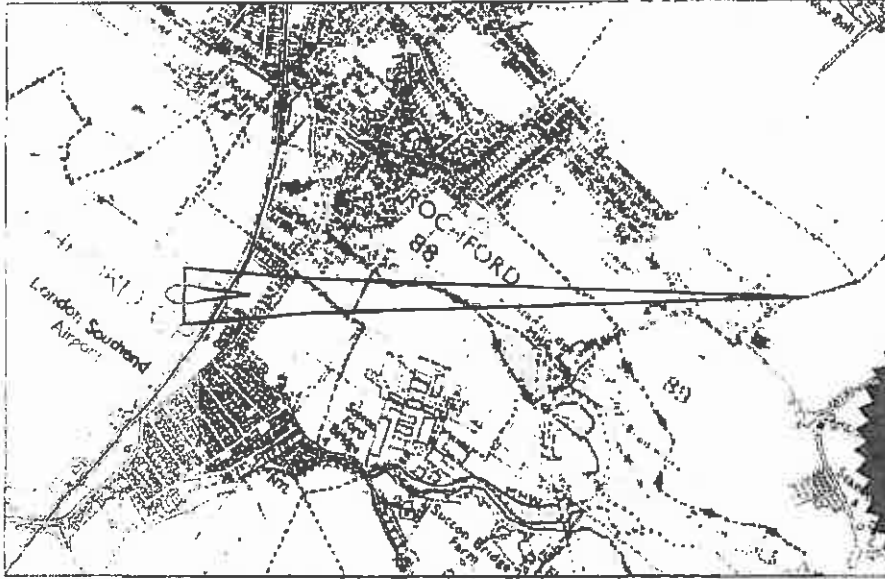
PLAN 3



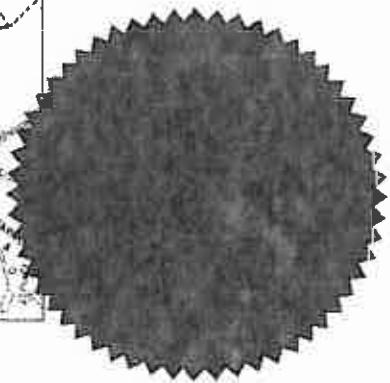
PLAN 4: PUBLIC SAFETY ZONES

**Southend Airport -
Runway 24 Approach
Public Safety Zone Map**

Boundary - 100m standard for industrial risk of EHTD
 Boundary - 200m standard
 Boundary - Public Safety Zone

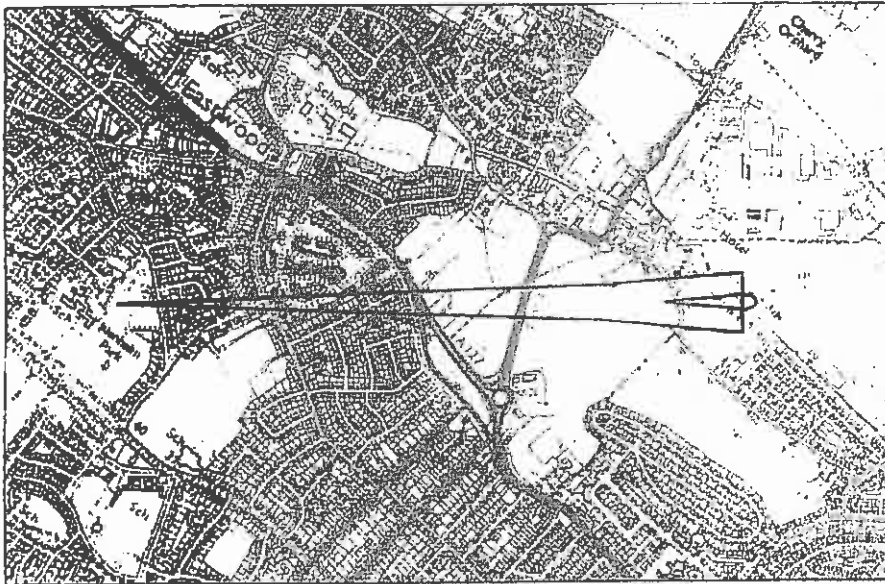


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**Southend Airport -
Runway 6 Approach
Public Safety Zone Map**

Boundary - 100m standard for industrial risk of EHTD
 Boundary - 200m standard
 Boundary - Public Safety Zone



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LEGEND

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UNDEVELOPED LAND IN POSSESSION OF SOUTHWIND DEVELOPMENT, INC.
LAND POLYLINE WITHIN CONCEPTUAL FOOTPRINT OF SOUTHWIND DEVELOPMENT, INC.
LAND POLYLINE WITHIN CONCEPTUAL FOOTPRINT OF SOUTHWIND DEVELOPMENT, INC.
LAND POLYLINE WITHIN CONCEPTUAL FOOTPRINT OF SOUTHWIND DEVELOPMENT, INC.

NO.	DATE	DESCRIPTION	BY	REVISION
1				

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 417 LONDON ROAD, SUITE 1000
 FORT WORTH, TEXAS 76102
 TEL: (817) 447-2000
 WWW.JACOBS.COM

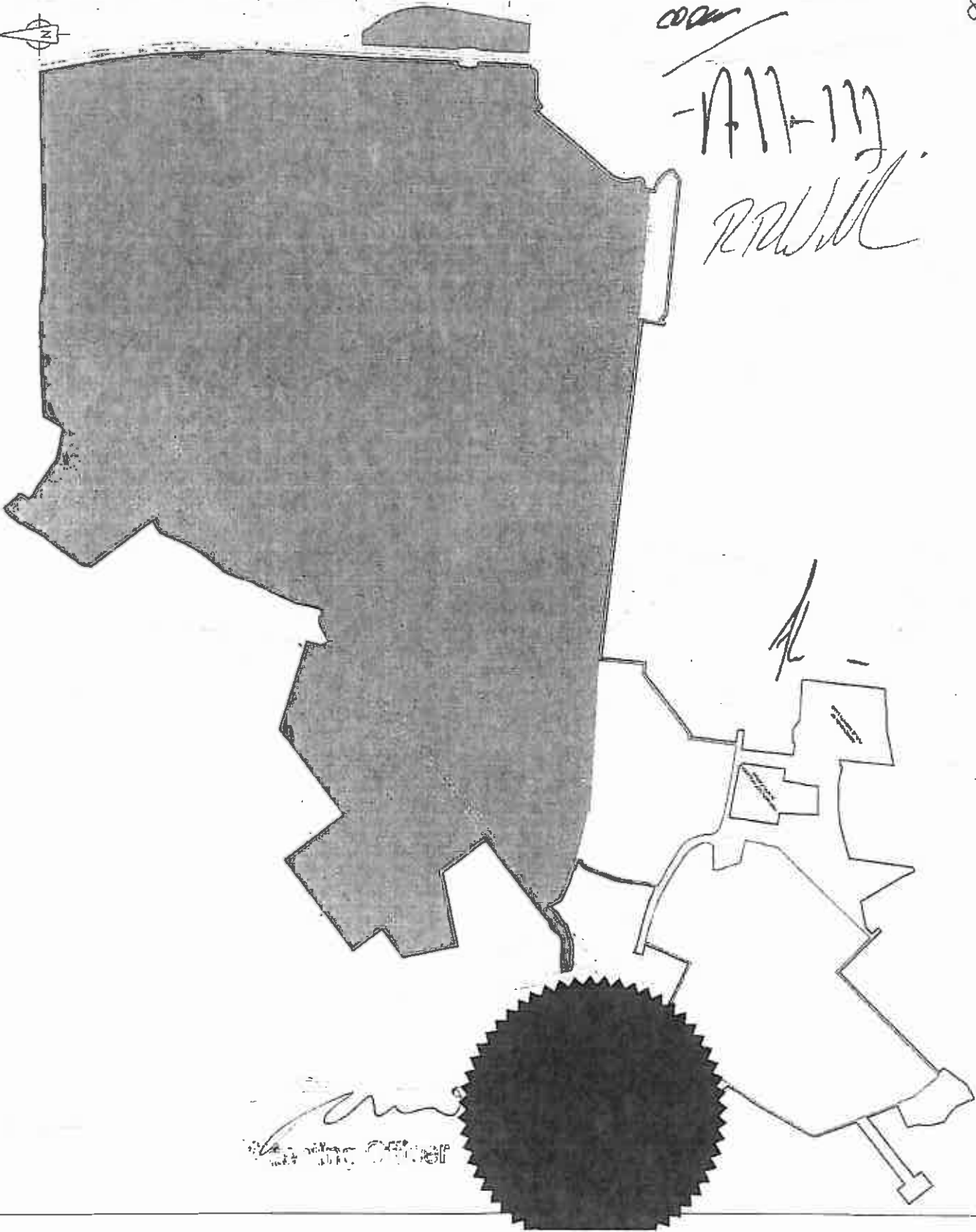
OWNED BY:
Stobart Air
 LONDON SOUTHWIND AIRPORT
 AIRPORT DEVELOPMENT

PROJECT NO.: B1199200-PA-0015
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 DATE: 10/03/10
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 CHECKED BY: [Signature]

PROJECT TITLE:
**S.106 PLAN 5 - ADMINISTRATIVE
 BOUNDARIES**

PROJECT NO.: B1199200-PA-0015
 SHEET NO.: 1
 DRAWING STATUS: []

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177-111
R.P.W.

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 Planning Officer

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87/10

EXECUTED as a deed and delivered on the date of this Deed

THE COMMON SEAL OF ROCHFORD

DISTRICT COUNCIL

was hereunto affixed in the presence of:

[Signature]

Authorized Officer



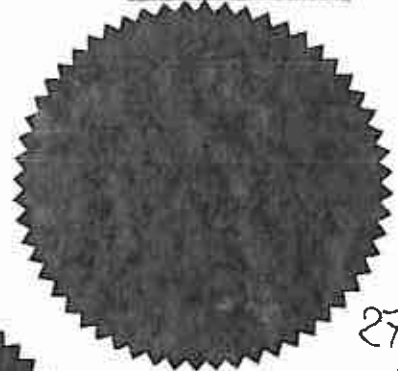
MIN NO 204 09
SEAL NO 6379

THE COMMON SEAL OF SOUTHEND-ON-SEA

BOROUGH COUNCIL (as the Owner)

was hereunto affixed in the presence of:

[Signature]
Authorized Officer



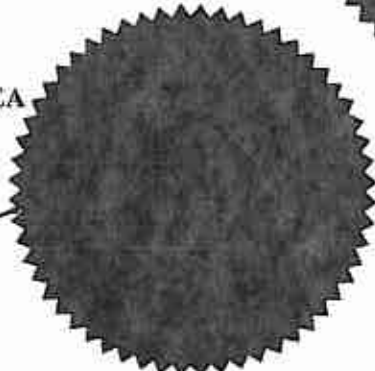
27/10

THE COMMON SEAL OF SOUTHEND-ON-SEA

BOROUGH COUNCIL (as Southend)

was hereunto affixed in the presence of:

[Signature]
Authorized Officer



8/10

EXECUTED AS A DEED by affixing THE COMMON

SEAL OF ESSEX COUNTY

COUNCIL

in the presence of:

[Signature]
Authorized Officer



EXECUTED AS A DEED by LONDON SOUTHEND

AIRPORT COMPANY LIMITED

acting by a director

In the presence of:

[Signature]

Director

Signature of witness

Name (in block capitals)

Address

[Signature]
MR DENIS GINBY
MACFARLANES W.P., 20 CURSITOR STREET
LONDON EC4A 1LT

EXECUTED AS A DEED by BANK OF LONDON AND THE
MIDDLE EAST PLC

acting by a director

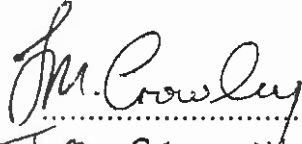
In the presence of:

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Signature of witness

Name (in block capitals)

Address

 Director
.....
J.M. CROWLEY
.....

BANK OF LONDON AND THE MIDDLE EAST PLC
SHERBORNE HOUSE
119 CANNON ST
LONDON
EC4A 5AT

