

Dated \_\_\_\_\_ ~~2019~~2020

(1) **UTTLESFORD DISTRICT COUNCIL**

and

(2) **ESSEX COUNTY COUNCIL**

and

(3) **STANSTED AIRPORT LIMITED**

and

(4) **CITICORP TRUSTEE COMPANY LIMITED**

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**DEED OF PLANNING OBLIGATIONS**

relating to Land at Stansted Airport, Essex pursuant to  
section 106 of the Town and Country Planning Act  
1990

Planning Permission Ref No: **UTT/18/0460/FUL**

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**Town Legal LLP**  
**10 Throgmorton Avenue**  
**London EC2N 2DL**

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AN AGREEMENT made the  
~~2019~~2020

day of

**BETWEEN**

- (1) **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER ("**UDC**") of the first part;
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford CM1 1QH (the "County Council") of the second part;
- (3) **STANSTED AIRPORT LIMITED** (Co Reg No: 01990920) whose registered office is at Enterprise House, Bassingbourn Road, Stansted Airport, Essex CM24 1QW ("**STAL**") of the third part; and
- (4) **CITICORP TRUSTEE COMPANY LIMITED** (Co Reg No: 0235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Chargee**") of the fourth part.

**1. DEFINITIONS**

- 1.1. "**39 mppa Date**" means the end of the first month following the point at which the annual passenger throughput at Stansted Airport exceeds 39 mppa over a period of twelve calendar months for the first time;
- 1.2. "**43 mppa Date**" means end of the first month following the point at which the annual passenger throughput at Stansted Airport reaches 43 mppa over a period of twelve calendar month for the first time;
- 1.3. "**1972 Act**" means the Local Government Act 1972;
- 1.4. "**1980 Act**" means the Highways Act 1980;
- 1.5. "**1990 Act**" means the Town and Country Planning Act 1990;
- 1.6. "**1999 Act**" means the Contracts (Rights of Third Parties) Act 1999;
- 1.7. "**2000 Act**" means the Local Government Act 2000;
- 1.8. "**2003 Agreement**" means the Deed of Planning Obligations dated **14 May 2003** relating to Stansted Airport and made between (1) UDC, (2) Essex County Council and (3) STAL;
- 1.9. "**2008 Undertaking**" means the Deed of Unilateral Undertaking relating to Stansted Airport dated **26 September 2008** entered into by (1) STAL in favour of (2) UDC and (3) Essex County Council;
- 1.10. "**2011 Act**" means the Localism Act 2011;

- 1.11. **“Airfield Infrastructure Works”** means the following works at Stansted Airport:
- (a) the formation of two new taxiway links to the runway (Rapid Access Taxiway 22/04 and Rapid Exit Taxiway Mike Romeo (MR));
  - (b) six additional remote aircraft stands adjacent to Yankee Taxiway; and
  - (c) three additional remote aircraft stands (forming an extension of the Echo Apron),
- as shown on the Airfield Infrastructure Works Plan;
- 1.12. **“Airfield Infrastructure Works Plan”** means drawing no **STAL-STAL-001-PLA-001-001** comprising **Annexure 2** to this Deed;
- 1.13. **“Airport Property”** means the land shown for the purpose of identification only edged in blue excluding the land edged in green on **Plan 1**;
- 1.14. **“Authorities”** means UDC and Essex County Council;
- 1.15. **“CIL Regulations”** means the Community Infrastructure Levy Regulations 2010 as amended or replaced from time to time;
- 1.16. **“Date of Grant”** means the date the Permission is issued by UDC;
- 1.17. **“Development”** means the development authorised by the Permission;
- 1.18. **“Essex County Council”** means Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH acting as the local highway authority for Essex;
- 1.19. **“Existing Planning Agreements”** means all of the following deeds and documents:
- (a) the 2003 Agreement;
  - (b) the 2008 Undertaking; and
  - (c) a second Unilateral Undertaking given by a Deed dated **26 September 2008** made by (1) STAL in favour of (2) UDC and (3) Hertfordshire County Council;
- 1.20. **“Existing Planning Consents”** means the following two planning permissions:
- (a) planning permission Ref No **UTT/1000/01/OP** dated **16 May 2003**; and
  - (b) planning permission Ref No **UTT/0717/06/FUL** granted on appeal by the Secretaries of State, dated **8 October 2008**;
- 1.21. **“Implementation”** means the implementation of the Permission by the carrying out of any material operation (as defined by section 56 of the 1990 Act) pursuant to the

Permission **PROVIDED ALWAYS** for the purposes of this Agreement Implementation shall exclude:

- (a) all works associated with the operation of Stansted Airport other than works required for the Airfield Infrastructure Works;
- (b) any works carried out pursuant to permitted development rights;
- (c) site survey and site preparation in advance of and preparatory to commencement of the Airfield Infrastructure Works;
- (d) ecological and archaeological survey work;
- (e) any other surveys required by the Permission prior to the commencement of the Development;
- (f) remediation; and
- (g) the taking of preparatory measures in advance of the carrying out of the Airfield Infrastructure Works;

and “**Implement**” and “**Implemented**” shall mutatis mutandis be construed accordingly;

- 1.22. “**Implementation Date**” means the date of actual Implementation;
- 1.23. “**Indexed**” means adjusted by reference to the relevant index pursuant to the provisions of clause 7;
- 1.24. “**Legal Challenge**” means any challenge to the validity or lawfulness of the Planning Application or to the Permission in the courts brought by means of proceedings for judicial review, declaratory proceedings or otherwise calling into question the validity of the Permission; and includes any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body;
- 1.25. “**Legal Charge**” means a legal charge dated **14 February 2014** (Charge Ref: CH373359) in favour of the Chargee referred to in the Charges Registers of relevant titles to the Airport Property;
- 1.26. “**mppa**” means million passengers per annum whose journey by air involves either taking off from or landing at Stansted Airport, calculated by reference to the Civil Aviation Authority definitions where:
  - (a) a **terminal passenger** is a passenger joining or leaving an aircraft at the reporting airport. A passenger travelling between two reporting airports is counted twice, once at each airport. A passenger who changes from one aircraft to another, whether carrying the same flight number (change of gauge) or not is treated as a terminal passenger, (known as an “**interlining passenger**” or “**transfer passenger**”) and is therefore counted twice at the airport where they change from one aircraft to another; and



(b) a **transit passenger** is a passenger who arrives at and departs from a reporting airport on the same aircraft which is transiting. Each transit passenger is counted once only and not both on arrival and on departure.

1.27. “**Passenger Level Trigger Date**” means the end of the first month following the point at which the annual passenger throughput at Stansted Airport exceeds 35 mppa over a period of twelve calendar months for the first time;

1.28. “**Permission**” means the planning permission (a draft of which is annexed at **Schedule 1**) granted or to be granted by UDC in respect of the Planning Application;

1.29. “**Plan 1**” means plan reference no SK394 comprising **Annexure 1** to this Deed;

1.30. “**Planning Application**” means the application dated **February 2018** made by STAL under reference number **UTT/18/0460/FUL**;

1.31. “**Qualifying Purposes**” means purposes that fulfil the following three tests, namely that expenditure is:

(a) necessary to make the Development, works or expenditure acceptable in planning terms; and

(b) directly related to the Development; and

(c) fairly and reasonably related in scale and kind to the Development,

in each case as approved by the Permission.

1.32. “**Reasonable Endeavours**” means it is agreed between STAL and the relevant one of the Authorities that the party under such an obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless expressly specified to the contrary) but **SUBJECT THERETO** such party shall be bound to make all reasonable attempts to fulfil the relevant obligation by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable; and

1.33. “**Unchallenged Permission Date**” means the date when all steps by way of Legal Challenge have been exhausted.

## 2. RECITALS

2.1. UDC is the planning authority within the meaning of the 1990 Act for the area in which the Airport Property is situated.

2.2. The County Council is the local highway authority and the local authority for statutory education and childcare for the area within which the Airport Property is situated.

- 2.3. STAL is registered at the Land Registry as proprietor of the Airport Property with freehold title under the title numbers set out in **Schedule 2** subject to the Legal Charge.
- 2.4. The Chargee has the benefit of the Legal Charge.
- 2.5. STAL submitted the Planning Application to UDC; and at the meeting of its Planning Committee held on 14 November 2018 UDC resolved to grant the Permission subject to STAL entering into a binding obligation under section 106 of the 1990 Act making provision for the matters set forth in this Agreement.
- 2.6. UDC considers it expedient in the interests of proper planning of its area and having regard to the policies of the Development Plan, regulation 122 of the CIL Regulations and all other material considerations that provision should be made for regulating or facilitating the Development in the manner herein.
- 2.7. UDC and STAL and the County Council have agreed to enter into this Agreement pursuant to the operative powers described in **clause 3** for the purpose of regulating the Development and use of the Airport Property in the terms and upon the details specified in this Agreement.
- 2.8. It is the intention of the parties that this Agreement shall remain in full force and effect until such time as it is replaced by a further agreement pursuant to section 106 and section 106A of the 1990 Act.

### **3. ENABLING POWERS AND OBLIGATIONS**

- 3.1. This Agreement is entered into pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act, section 278 of the 1990 Act, section 2 of the 2000 Act and section 1 of the 2011 Act.
- 3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC and except for the obligation at paragraph 3 of **Schedule 3** in relation to the Local Road Monitoring Scheme which may be enforced by the County Council.

### **4. OBLIGATIONS UNDERTAKEN BY STAL AND THE CHARGEЕ**

- 4.1. With the intent that subject as provided in this Agreement the Airport Property shall be subject to the obligations and restrictions contained in this Agreement for the purpose of restricting or regulating the Development and use of the Airport Property so that the provisions of this Agreement shall be enforceable against STAL and (but only for so long as the Chargee is in possession of the Airport Property) the Chargee and their respective successors in title, STAL and the Chargee hereby jointly

and severally covenant with UDC to observe and comply with the obligations contained in **Schedule 3**.

- 4.2. The liability of any person under this Agreement shall cease once it has parted with its interest in the Airport Property or any relevant part thereof (in which event the obligations of any person under this Agreement shall cease only in relation to that part or those parts of the Airport Property which is or are transferred by that person) but not so as to amount to a release from liability for any antecedent breaches of this Agreement arising prior to the transfer.
- 4.3. Tenants of any part of the Airport Property with the benefit of leases for their own occupation or for the occupation of sub-tenants (or any person or mortgagee claiming through or under such person, and any derivative interests), licensees, concessionaires and other permitted occupiers holding subordinate or temporary interests, and statutory undertakers, power and utilities suppliers, owners or providers of services to Stansted Airport having occupational estates, easements, rights or other interests shall not be bound by any part of this Agreement.

## **5. AGREEMENTS AND DECLARATIONS**

- 5.1. The obligations contained in **Schedule 3** shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedule 3) and in the event that the Planning Application is refused or the Permission is quashed or is for any other reason not Implemented and expires the obligations contained in **Schedule 3** shall absolutely cease and determine without further obligation upon STAL or the Chargee or their successors in title.
- 5.2. The obligations contained in **Schedule 3** shall absolutely cease and determine without further obligation upon STAL or its successors in title if the Permission is revoked or modified (in either case without the consent of STAL) or expires without being Implemented.
- 5.3. Save as specifically provided in **Schedule 3** nothing in this Agreement shall prohibit or limit the right to develop any part of the Airport Property in accordance with any planning permission (other than one relating to the Development).

## **6. ADVANCE NOTICE OF IMPLEMENTATION AND OF THE PASSENGER LEVEL TRIGGER DATE**

- 6.1. STAL will give UDC and the County Council not less than 28 days prior notice in writing of its intention to Implement specifying the intended Implementation Date.
- 6.2. Forthwith upon Implementation STAL will give UDC and the County Council notice in writing of Implementation.
- 6.3. STAL will give UDC not less than 28 days prior notice in writing of the anticipated occurrence of the Passenger Level Trigger Date

- 6.4. Forthwith upon the Passenger Level Trigger Date STAL will give UDC notice in writing of such occurrence.

## **7. PROVISION FOR INDEXATION**

- 7.1. References in this Agreement to sums of money shall be deemed to mean that sum plus a percentage thereof calculated in March in each year (hereinafter called the “**Review Date**”) equivalent to the percentage increase in the Consumer Price Index from the date of this Agreement to each Review Date until the Developer shall have paid the full and final amount of such sums to the organisation entitled to receive the same under the terms of this Agreement to be calculated pro rata in the case of any balance of such sums remaining unpaid at each Review Date.

## **8. VAT**

STAL shall not be obliged to make any contribution towards the VAT payable by the Authorities in respect of any works to be undertaken by the Authorities insofar as and to the extent that the amount of such VAT is (by way of set-off or otherwise) recoverable by or reimbursable to the relevant Authority.

## **9. PROVISOS AND INTERPRETATION**

- 9.1. Save and except to the extent that they are amended or varied by the terms of this Agreement, the Existing Planning Agreements continue in full force and effect.
- 9.2. Terms and provisions defined in the Existing Planning Agreements and used in this Agreement shall except where the context otherwise requires have the same meanings as are set forth in the relevant Existing Planning Agreements.
- 9.3. No provision of this Agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise; and if in any case any provision of this Agreement shall be in conflict with or cause STAL or its successors to breach its of their statutory functions and/or obligations as Airport Operator (as defined in section 82 of the Airport Act 1986) of Stansted Airport, the Parties shall use their Reasonable Endeavours in good faith to seek to agree any necessary modifications to the terms of this Agreement.
- 9.4. If any provision of this Agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected, except where the Permission is quashed or otherwise held to be void and of no further or continuing effect.

- 9.5. No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations, covenants or terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations, covenants or terms and conditions or from acting upon any subsequent breach or default.
- 9.6. Insofar as any parts of this Agreement may be subject to the rule against perpetuities those parts shall remain in force for as long as any of the provisions hereof remain to be performed or observed or 125 years whichever shall be the shorter.
- 9.7. Any provision contained in this Agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed.
- 9.8. Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 9.9. References in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order, delegated legislation, plans, regulations, permissions and directions, amending, re-enacting or made pursuant to the same as current and in force from time to time.
- 9.10. The headings in this Agreement do not affect its interpretation.
- 9.11. Unless the context otherwise requires references to sub-clauses, clauses and schedules are to sub-clause clauses and schedules of this Agreement.
- 9.12. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 9.13. Unless the context otherwise so requires:
- (a) references to UDC, Essex County Council, STAL and the Chargee include their respective permitted successors and assigns;
  - (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - (c) references to any gender include both genders.
- 9.14. The Interpretation Act 1978 shall apply to this Agreement.
- 9.15. In the event of any conflict between the terms, conditions and provisions of this Agreement and any document attached hereto or referred to herein the terms, conditions and provisions of this Agreement shall prevail.

## **10. ENFORCEABILITY AGAINST CHARGEES**

- 10.1. This Agreement has been entered into by STAL and the Chargee and their respective interests in the Airport Property shall be bound by the obligations contained in this Agreement **PROVIDED THAT** no obligations in this Agreement shall be binding on or enforceable against the Chargee or any other chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Airport Property or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Airport Property or part thereof to which such obligation relates.

## **11. DISPUTE RESOLUTION**

- 11.1. Subject to Clause 11.7, if any dispute arises relating to or arising out of the terms of this Agreement persists beyond ten (10) Working Days, either STAL or UDC (or if the dispute is in respect of the obligation at paragraph 3 of Schedule 3 in relation to the Local Road Monitoring Scheme, either STAL or the County Council) may give to the other written notice requiring the dispute to be determined under this Clause 11. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 11.2. For the purposes of this Clause 11 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten (10) years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 11.3. Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the dispute to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under Clause 11.4.
- 11.4. Any dispute over the identity of the Specialist is to be referred at the request of any party to the dispute to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).
- 11.5. The Specialist is to act as an independent expert and:

- (a) each party to the dispute may make written representations within ten (10) Working Days of his appointment and will copy the written representations to the other party;
- (b) each party to the dispute is to have a further ten (10) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- (c) the Specialist is to be at liberty to call for such written evidence from the parties to the dispute and to seek such legal or other expert assistance as he or she may reasonably require;
- (d) the Specialist is not to take oral representations from the parties to the dispute without giving those parties the opportunity to be present and to give evidence and to cross-examine each other;
- (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision;
- (f) the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment; and
- (g) the decision of the Specialist shall be final and binding on the parties save in the case of manifest error.

11.6. Responsibility for the costs of referring a dispute to a Specialist under this Clause 11 including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist or failing such decision each party will bear its own costs

11.7. This Clause 11 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

## **12. MISCELLANEOUS PROVISIONS**

### **Registration and cancellation**

12.1. This Agreement constitutes a local land charge and shall be registered as such provided that UDC will upon the happening of any of the eventualities referred to in clauses 5.1. and 5.2. above or upon the determination of this Agreement howsoever determined procure the removal of any entry made on the local land charges register in respect of or related to this Agreement.

### **Satisfaction of any of the provisions of this Agreement**

12.2. Where in the opinion of STAL any of the provisions of this Agreement have been satisfied, STAL shall be entitled to apply to UDC for a certificate to that effect and upon the relevant planning officer being satisfied that the relevant agreement,

obligation or covenant as the case may be has been satisfied, the relevant officer shall as soon as is reasonably practicable issue a certificate to such effect subject to its reasonable costs and charges in connection with the preparation of the same being discharged by STAL.

#### **Exclusion of the 1999 Act**

- 12.3. For the purposes of the 1999 Act it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

#### **Notices**

- 12.4. Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this Agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this Agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office.
- 12.5. Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Agreement to be made which are addressed to UDC shall be addressed to the Assistant Director of Planning of that Council.

#### **Entire Agreement**

- 12.6. This Agreement, the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter but **SUBJECT ALWAYS** to the provisions of clause 9.1 of this Agreement.

#### **Costs**

- 12.7. Upon the execution of this Agreement STAL will pay the reasonable legal costs of UDC up to a maximum of five thousand pounds (£5,000) and of the County Council up to a maximum of three thousand pounds (£3,000) in connection with the negotiation and preparation and completion thereof.

#### **Monitoring**

- 12.8. Within 30 days after the Unchallenged Permission Date STAL will pay twenty five thousand pounds (£25,000) to UDC towards UDC's monitoring costs in relation to the obligations contained in this Agreement.
- 12.9. Within 30 days of each anniversary of Unchallenged Permission Date for a period of ten years, STAL will pay five thousand (£5,000) to UDC towards UDC's ongoing monitoring costs in relation to the obligations contained in this Agreement up to a total of fifty thousand pounds (£50,000).

#### **Jurisdiction**



[12.10.](#) ~~12.8.~~ This Agreement is governed by and interpreted in accordance with the laws of England.

[12.11.](#) ~~12.9.~~ It is hereby agreed that the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

### **13. DELIVERY**

13.1. This Agreement is delivered on the date written at the start and the provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

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

**SCHEDULE 1**  
**(The Permission)**

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## SCHEDULE 2

### (Airport Property: Relevant Land Registry Title Numbers [clause 2.3])

	<b>Title No.</b>	<b>Address / Description of Land</b>	<b>Commentary</b>
1.	<b>EX438482</b>	Stansted Airport (main title – runways and aprons)	
2.	<b>EX574504</b>	Car and coach parks and land at Mole Hill Green, Stansted Airport: land south of the Passenger Terminal including Terminal Road North and Terminal Road South, and land at the eastern end of the airport west of Haul Road	
3.	<b>EX574498</b> <b>(part of title only)</b>	Land adjoining the World Cargo Centre, Pincey Road and land and buildings on the north side of Bassingbourn Road	The World Cargo Centre and adjacent premises are not subject to the provisions of this Deed
4.	<b>EX574507</b>	Coopers End – land between Bassingbourn Roundabout and Coopers End Roundabout, south of the existing airport runway	
5.	<b>EX574488</b>	Little Bury Lodge Farm, Bury Lodge Lane and land, buildings and car parks on the west side of Round Coppice Road, Stansted Airport	
6.	<b>EX438485</b> <b>(part of title only)</b>	Land on the west side of Bury Lodge Lane, north of the land incorporated in Title No EX574488 (listed at 5 above)	The title includes land covered by the TMAG Lease, which is not subject to the provisions of this Deed
7.	<b>EX574491</b> <b>(part of title only)</b>	Approach roads and Priory Wood Roundabout, east of the M11,	The title includes land covered by the TMAG Lease and land leased to Harlow College, which is not subject to the provisions of this Deed
8.	<b>EX438483</b>	Parcel of land north of the A120 Thremhall Avenue, adjacent to the land in Title No EX574491 (listed at 7 above)	
9.	<b>EX574508</b>	Land at Stansted Airport near Thremhall Avenue, on the north side of the A120	

		road, Takeley, and north of the B1256 Takeley Street	
10.	<b>EX640482</b>	Site 1B, south-east of Thremhall Avenue, Stansted Airport (Mid-stay car park, south-west of Pincey Brook)	
11.	<b>EX574500</b>	Land forming part of Stansted Airport south of Coopers End Roundabout, including parts of Pincey Brook waterway	
12.	<b>EX574502 (part of title only)</b>	The Passenger Terminal, Enterprise House and adjoining land and buildings at Bassingbourn Road, Stansted Airport	Enterprise House, the adjacent Hotel and the Control Tower are not subject to the provisions of this Deed. Only the freehold of the Passenger Terminal is bound.
13.	<b>EX574523 (part of title only)</b>	The Fuel Farm located to the east of Bury Lodge Lane, not demised under the TMAG Lease	The remainder of the land registered under this Title is covered by the TMAG Lease and not subject to the provisions of this Deed
14.	<b>EX574482 (part of title only)</b>	Land parcel on the north side of the airfield at Stansted Airport	The title includes land covered by the TMAG Lease, which is not subject to the provisions of this Deed
15.	<b>EX574485 (part of title only)</b>	Land between Bury Lodge Lane and Sixth Avenue, Stansted Airport (eastern parcels only)	The title includes land covered by the TMAG Lease, which is not subject to the provisions of this Deed
16.	<b>EX744455</b>	Land adjoining Long Border Road, Stansted Airport	
17.	<b>EX574495 (part of title only)</b>	Land on the north-west side of Long Border Road – part only	The title includes land subject to long leaseholds (the Diamond Hangar and Ryanair site) which is not subject to the provisions of this Deed

18.	<b>EX948708</b>	Land south of Long Border Road, but excluding Taylors End Road	
19.	<b>EX574604</b>	Small land parcel adjacent to the M11 (east side) adjoining the land registered under Title No EX574491 (listed at 7 above)	

## SCHEDULE 3

### (Obligations entered into by STAL with UDC)

#### **Part 1: Noise Mitigation**

##### **Definitions**

- “**Enhanced Sound Insulation Grant Scheme**” means a detailed scheme designed to provide for noise insulation to Residential Properties (and specifically identified educational and ecclesiastical buildings, healthcare and community facilities referred to in para 2.2(c) below) proximate to Stansted Airport which will apply to an extended geographic area to the Existing Noise Mitigation Regime, offering higher levels of grant on a tiered basis and at a higher rate than at present, as further detailed in this Part 1;
- “**Enhanced SIGS Commencement Date**” means the 1 November following the Unchallenged Permission Date or such other date (earlier or later) as shall be agreed between UDC and STAL;
- “**Existing Noise Mitigation Regime**” means the noise insulation grant schemes set up and operated in accordance with the relevant provisions of the Existing Planning Agreements that relate to the mitigation of the impacts of air noise and ground noise caused by Stansted Airport operations;
- “**Residential Property**” means an individual dwelling registered for Council Tax;
- “**Revised SIGS Contour Plan**” means the plan so-described comprising **Annexure 3** to this Agreement, which shall be incorporated in and form part of the Enhanced Sound Insulation Grant Scheme.

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#### **1. Discontinuance of the Existing Noise Mitigation Regime**

With effect from the Enhanced SIGS Commencement Date, and the coming into operation of the Enhanced Sound Insulation Grant Scheme, the Existing Noise Mitigation Regime shall cease to apply to operations at Stansted Airport and to the basis for grants being eligible for claim by affected properties in the vicinity of Stansted Airport.

#### **2. Enhanced Sound Insulation Grant Scheme**

##### **2.1 General Statement**

By way of replacement for the Existing Noise Mitigation Regime applicable to Stansted Airport, STAL will with effect from the Enhanced SIGS Commencement Date be required to comply with the provisions of this paragraph 2 of this Part 1, to the intent that STAL will be subject to the obligation (at STAL’s discretion) to make payments of or to be liable for reimbursement of the costs incurred in providing sound insulation grant for an extended geographic area (increasing the number of eligible properties) to affected eligible properties; enhanced eligibility involving increased levels of rate of financial contribution by STAL to affected properties; and an area of eligibility based on additional noise metrics all as detailed in this paragraph 2.

## 2.2 Detailed contents of the enhanced scheme

The following elements shall be included in the Enhanced Sound Insulation Grant Scheme with effect from the Enhanced SIGS Commencement Date:

### (a) Revised geographic area covered

- (i) Eligible claimants entitled to make an application under the Enhanced Sound Insulation Grant Scheme will be freehold, and where applicable leasehold, owners of properties lying within the Revised SIGS Contour Plan (or any replacement Revised SIGS Contour Plan approved by UDC), that is to say the area comprising the three areas respectively tinted red, tinted yellow and tinted green within the noise contours.
- (ii) In the event of an airspace change for Stansted Airport having been formally approved by the appropriate regulatory body, STAL shall review the Revised SIGS Contour Plan and within six months of the date on which the approval of the airspace change is free from legal challenge (any challenge to the validity or lawfulness of the approval of the airspace change in the courts brought by means of proceedings for judicial review, declaratory proceedings or otherwise calling into question the validity of the approval of the airspace change; and includes any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body) shall submit to UDC either a replacement Revised SIGS Contour Plan or a report explaining why the Revised SIGS Contour Plan does not need to be replaced for UDC's approval (in consultation with the Environmental Health Officer of East Hertfordshire District Council).
- (iii) In the event that UDC has not approved either a replacement Revised SIGS Contour Plan or a report submitted pursuant to paragraph (a)(ii) above within six months of receipt the matter shall be referred to a Specialist pursuant to clause 11 of this Agreement (unless otherwise agreed by the parties).

### (b) Eligibility (noise impact, noise contour and grant – maximum amount)

This is as set out in Table 1 below, and applies to all Residential Properties lying within any of the three areas referred to in paragraph (a) above falling within the defined noise contours shown on the Revised SIGS Contour Plan.

Table 1

Noise Impact	Noise Contour*	Grant Maximum
Upper (tinted in red)	69 and 66dB L <sub>Aeq,16h</sub>	£10,000 Indexed per property
Middle (tinted in yellow)	63 and 60 dB L <sub>Aeq,16h</sub>	£8,000 Indexed per property
Lower (tinted in		£5,000 Indexed per



<b>green)</b>	<b>57 dB<sub>Aeq,16h</sub>/N65 200 / 90 dBA SEL</b>  <b>600m distance/55 dB L<sub>Aeq,16h</sub> ground noise</b>	<b>property</b>
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*\*The reference year for the contours set out on the Revised SIGS Contour Plan is 2023.*

**(c) Non-residential properties affected**

In addition to the residential properties falling within the areas designated by the Revised SIGS Contour Plan, the following non-residential properties shall be eligible for a bespoke mitigation package of works or other measures, [including any newly available technology](#), as may reasonably be agreed by STAL following discussion with individual building owners and occupiers under the Enhanced Sound Insulation Grant Scheme so long as the properties remain in education, healthcare, worship or community use (as applicable):

**Schools**

Howe Green School  
 Spellbrook Primary School  
 Little Hallingbury C of E Primary School  
 The Leventhorpe School  
 Mandeville Primary School

**Healthcare**

Falcon House, Little Hallingbury  
 Humpfrey Lodge, Thaxted

**Worship**

St Giles Church Great Hallingbury  
 St Mary the Virgin Church Broxted  
 Ebenezer Chapel Molehill Green  
 St Mary the Virgin Church Chickney  
 Thaxted Baptist Church  
 St Mary the Virgin Church Little Hallingbury  
 Thaxted Church (St. John the Baptist) Thaxted  
 Thaxted URC Church

**Community**

Thaxted Anglican Church Hall  
 Little Hallingbury Village Hall  
 Thaxted Baptist Church Hall

The respective levels of claim of the owners of each of these properties shall be a sum as may reasonably be agreed between the property owner and STAL having regard to the specific condition and characteristics of the individual property, the practicality of carrying out noise insulation works to the property and the change in noise impact resulting from the Development.

In the event that agreement is not reached between the property owner and STAL as to the sum to be paid in respect of the cost of the noise mitigation works to a non-residential property, either the property owner or STAL may refer the matter to UDC who shall appoint an expert (“**the Expert**”) with relevant qualifications to determine the matter. The Expert shall act as an expert and save in case of manifest error the Expert’s decision shall be final and binding on the property owner and STAL. UDC’s and the Expert’s costs shall be payable by the property owner and STAL in such proportion as the Expert shall determine and failing such determination shall be borne by the property owner and STAL in equal shares.

**3. General Statement with respect to the operation of the Enhanced Sound Insulation Grant Scheme**

3.1 Having regard to the planning purpose that the noise mitigation regime for Stansted Airport for those eligible to apply under the terms of the Enhanced Sound Insulation Grant Scheme shall be made available for claimants to secure measures to reduce the impact of aviation-related noise being in place early, the trigger for commencement of the Enhanced Sound Insulation Grant Scheme will occur at a point prior to the Passenger Level Trigger Date (35 mppa being exceeded). STAL operates, and will until agreed otherwise with UDC continue to operate, an annual applications-based grant scheme with a cut-off date of 31 October in each calendar year.

3.2 The coming into operation of the Enhanced Sound Insulation Grant Scheme shall take effect from the Enhanced SIGS Commencement Date.

3.3 Each Residential Property and non-residential property is entitled to make no more than one claim under the Enhanced Sound Insulation Grant Scheme unless otherwise agreed by STAL.

[3.4 STAL shall promote the Enhanced Sound Insulation Grant Scheme in accordance with a scheme approved by UDC.](#)

**4. Lower noise penalty limits**

STAL shall use its Reasonable Endeavours to seek to secure the agreement of the Department for Transport of increased limits in noise penalties payable for breach of noise thresholds and off-track flying at Stansted Airport.

**5. Noise penalty payments**

STAL shall pay to the Community Trust Fund the amount of any penalties received by STAL for breach of noise thresholds and off-track flying at Stansted Airport, such payments to be made annually prior to 31 May each year accompanied by a statement setting out details of all penalties received during the preceding 12 months.

## Part 2: Transport

### Definitions

- **“Airport Bus and Coach Station Upgrade”** means a scheme of works to enhance capacity and improve existing bus and coach facilities for passengers arriving at and departing from Stansted Airport, such scheme to give consideration to increased passenger circulation and waiting areas, bus waiting area(s), DDA compliant infrastructure, covered waiting areas, electronic signing and to be prepared by STAL and approved by UDC in consultation with the County Council in accordance with the provisions of this Part 2;
- **“Commuted Payment”** means the sum payable under paragraph 1.3 of this Part 2 in the event that it is determined that STAL will make a financial contribution in lieu of carrying out or paying for the Highway Mitigation Scheme, such sum to be ONE MILLION, ONE HUNDRED AND SIXTY THOUSAND POUNDS (**£1,160,000**) **Indexed**;
- **“Fly Parking”** means [the persistent parking on local public highways by air passengers, airport staff, private hire operators or private parking companies of vehicles that are being used for access to the airport which results in either a risk to highway safety or causes detriment to the character or amenity of the area](#);
- **“Highway Mitigation Scheme”** means a detailed mitigation scheme as shown in principle in the Junction 8 (M11) Scheme Drawing and the Priory Wood Roundabout Drawing (or subsequent versions approved in writing by UDC in consultation with Highways England and the County Council) to adapt the Motorway Junction and Priory Wood Roundabout and associated areas of existing adopted public highway and/or land under the control of STAL agreed between Highways England and STAL in consultation with the County Council being a series of alterations and improvements to such infrastructure arising from increased traffic and forecast traffic at the Motorway Junction and using Priory Wood Roundabout associated with growth in passenger numbers at Stansted Airport between 35 and 43 mppa;
- **“Highway Mitigation Works”** means the works within the existing adopted public highway required to implement the Highway Mitigation Scheme in accordance with the requirements of Highways England;
- **“Junction 8 (M11) Scheme Drawing”** means Drawing No Steer Drawing 23003401-SDG-HGN-100-DR-D-00104 Rev P1 comprising **Annexure 4** to this Agreement;
- **“Local Bus Network Development Fund”** means a sum of ONE MILLION POUNDS (~~£1,000,000~~**£1,000,000**) **Indexed** to be made available and operated by SATF in accordance with the provisions of paragraph 4 of this Part 2;
- **“Local Road Monitoring Scheme”** means a scheme of traffic [and Fly Parking](#) monitoring on the local road and STAL network to be agreed with STAL and the County Council (where monitoring is not otherwise being carried out) which shall include the matters set out in **Annexure 6** for the purpose of providing information to the SATF to inform its decisions on the administration of the Local Roads Network Fund and Sustainable Transport Levy and inform decisions made by the relevant highway authority on works that are required to their respective road networks to mitigate impacts on the public highway;
- **“Local Roads Network Fund”** means a sum of up to [ONE MILLION POUNDS \(£1,000,000\) Indexed, of which:](#) EIGHT HUNDRED THOUSAND POUNDS (**£800,000**) **Indexed** to be made available to and operated by SATF (a) to cover the reasonable costs incurred for the feasibility and design and implementation of infrastructure improvements for local bus services used by passengers and employees at Stansted

Airport in accordance with the provisions of paragraph 2 of this Part 2; and (b) and to cover the reasonable costs incurred for the feasibility and design and implementation of highway improvements within a five mile radius of the boundary of Stansted Airport, which include (but are not limited to) safety improvements, management/mitigation of combined impacts of future traffic, and measures to improve accessibility; and TWO HUNDRED THOUSAND POUNDS (£200,000) Indexed to be made available and operated by SATF to cover the reasonable costs incurred for the feasibility and design and implementation of measures to assist in the enforcement of local parking controls and restrictions in order to control unauthorised ~~parking~~ Fly Parking associated with the operation of Stansted Airport; and for the avoidance of doubt the Local Roads Network Fund shall be expended within Essex only;

- **“Kiss and Fly”** means the picking up and/or dropping off on the forecourt areas or any other area designated for set-down within the airport of passengers, by private car or taxi, for the purposes of air travel;
- **“Motorway Junction”** means the highway infrastructure within the boundaries of the existing adopted public highway at and in the immediate vicinity of Junction 8 of the M11 motorway;
- **“Priory Wood Roundabout Drawing”** means Drawing No Steer Drawing 2300340-SDG-HGN-100-DR-D-00101 Rev P1 comprising **Annexure 5** to this Agreement showing a signalisation scheme for the roundabout;
- **“Road Investment Strategy”** means the Road Investment Strategy (RIS1) published by the Department for Transport, Highways England and (as highways monitor) the Office of Rail and Road (ORR) identifying the programme covering the period 2015 – 2020 and includes the successor project RIS2 covering the period following 2020 and any other equivalent projects designed to deliver long-term improvements in the operation of and investment in the Strategic Road Network;
- **“Strategic Highways Review”** means a review to be carried out jointly between STAL and Highways England (in consultation with the County Council) upon reaching the Passenger Level Trigger Date (35 mppa), or earlier if they jointly agree, to examine the most appropriate mitigation works for the Motorway Junction and for the Priory Wood Roundabout. Such Strategic Highways Review shall consider inter alia (a) outturn traffic conditions current at the review, (b) any other relevant traffic changes forecast; and (c) the then-current Roads Investment Strategy Programme for the wider strategic road network for the county of Essex and for Trunk Roads in the vicinity as then relates to the Motorway Junction;
- **“Surface Access Strategy”** means the strategy (referred in the 2003 Agreement as SASAS), including subordinate modal strategies, prepared by and at the cost of STAL and overseen by SATF to increase the use of public transport by air passengers and staff at Stansted Airport as amended from time to time.;
- **“Sustainable Transport Levy”** means a levy operated in accordance with the existing Public Transport Levy operated pursuant to Part 4 of the Fourth Schedule to the 2003 Agreement (to be a minimum of £0.25 pence per transaction from passenger parking and staff charging at the minimum rate of £10 per annual parking permit) increased by the addition of a minimum of £0.10 pence contribution derived from every transaction resulting from visitor use of the Express Set-Down forecourt area on the south side of the Terminal Building (all amounts to be Indexed), subject to review in accordance with the provisions of paragraph 5 of this Part 2;

- “SATF” means the existing Stansted Area Transport Forum, the terms of reference for which are set out in Annexure 8;
- “Transport Forum Revised Terms of Reference” means the document so-entitled comprising Annexure 8 to this Agreement;
- “Travel Plan” means the Travel Plan adopted by STAL with respect to travel to and from Stansted Airport by staff of STAL and persons employed at Stansted Airport.

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1. **Strategic Highways Review**

- 1.1 Commencing within 14 days following the Passenger Level Trigger Date (35 mppa), or on such other date agreed with Highways England, STAL shall in consultation with Highways England undertake the Strategic Highways Review in order to consider outturn traffic conditions and predicted future traffic conditions, taking account of the Road Investment Strategy programme for the Strategic Road Network in respect of the Motorway Junction.
- 1.2 Following completion of the Strategic Highways Review the Highway Mitigation Scheme shall be carried out and completed at the cost of STAL (such works to be undertaken by Highways England or their agent as then agreed with STAL) so that the Highway Mitigation Works are completed and open to traffic no later than the end of the first calendar month at the point when passenger numbers at Stansted Airport are forecast to reach 39 mppa in any twelve month period.
- 1.3 If following completion of the Strategic Highways Review Highways England agrees, based on Highways England’s objective of providing an alternative major highways scheme for the Motorway Junction in a future Roads Investment Strategy scheme, STAL shall instead of funding the Highway Mitigation Works pay the Commuted Payment to Highways England or named nominee. The Commuted Payment will be due and payable at the end of the first calendar month at the point when passenger numbers at Stansted Airport have reached a level of 39 mppa in any twelve month period, unless Highways England and STAL agree otherwise in writing.

2. **Local Roads Network Fund**

- 2.1 Following the Implementation Date STAL hereby agrees to ring-fence and make available the amount of the Local Roads Network Fund, such fund to be administered by SATF constituted under the 2003 Agreement and the 2008 Undertaking (subject to the modified terms of its operation as provided in the Transport Forum Revised Terms of Reference referred to in paragraph 8 of this Part 2). It shall be a condition precedent to the payment by STAL to the County Council of any sums requested by the SATF that the works and / or payment, as the case may be, are for Qualifying Purposes.
- 2.1.1 Following the approval and inclusion of a scheme by the SATF in the relevant work programme, funding shall be made available to the County Council in three stages (feasibility, detailed design and implementation (as follows):
- (a) Before beginning any stage of a scheme, the County Council shall submit an estimate of costs and a timetable relating to that stage, to the SATF;
  - (b) If the SATF is content that the submitted costs and timetable are reasonable, STAL shall make the funds available to the County Council in advance of the funds being required (either in one payment or in staged payments, to correspond with the terms for payment with the contractors) for that stage of the scheme; and
  - (c) Where the County Council has not spent (and/or not incurred a liability to pay or reimburse) any funds received on the earliest of the following events (unless otherwise agreed by the SATF):

- (i) within six months following the date that the stage was completed under the timetable provided by the SATF (or any agreed amendments to that timetable) pursuant to paragraph (b) above;
  - (ii) within six months following the date that the stage was suspended (so long as it has not resumed); or
  - (iii) within three months following the date that the stage was aborted, the County shall return the funds received by it to STAL to the Local Road Network Fund (unless otherwise agreed by STAL).
- 2.2 The obligation to fund payments for [infrastructure improvements for local bus services and for highway improvements under](#) the Local Roads Network Fund shall cease from the fifth anniversary of the **43 mppa Date**. STAL shall have no further liability on and following that date with respect to [payments for infrastructure improvements for local bus services and for highway improvements under](#) the Local Roads Network Fund [but shall continue to fund payments for measures to assist in the enforcement of local parking controls and restrictions up to a maximum total sum of TWO HUNDRED THOUSAND POUNDS £200,000 Indexed](#).
- 3. **Local Road Monitoring**
  - 3.1.1 Within two (2) months of the Implementation Date, STAL shall have agreed an implementation plan for the Local Road Monitoring Scheme on roads within Stansted Airport and, subject to the agreement of the County Council, on local roads controlled by the County Council as highway authority.
  - 3.1.2 The Local Road Monitoring Scheme shall be implemented in accordance with the implementation plan for the [Local Road Monitoring Scheme](#) [and](#) such scheme shall cease [in respect of monitoring of traffic](#) from the fifth anniversary of the 43 mppa Date [but shall continue in respect of monitoring of air passenger fly-parking until the total sum available under the Local Road Network Fund for measures to improve accessibility and to assist in the enforcement of local parking controls has been expended](#).
- 4. **Local Bus Network Development Fund**
  - 4.1 Following the Passenger Level Trigger Date, STAL hereby agrees to ring-fence the Local Bus Network Development Fund such fund to be administered by the SATF constituted under the 2003 Agreement and the 2008 Undertaking subject to the modified terms of its operation. [Grants to fund ultra-low emissions vehicles \(ULEV\) or electric vehicles will be prioritised where justified by a business case and it shall be a condition precedent to the payment by STAL of any sums requested by the SATF that the works and / or payment as the case may be are for Qualifying Purposes.](#)
  - 4.2 The obligation to fund payments for the Local Bus Network Development Fund shall cease from the fifth anniversary of the 43 mppa Date. STAL shall have no further liability on and following that date with respect to the Local Bus Network Development Fund.
- 5. **Sustainable Transport Levy**

Commencing no later than the 1<sup>st</sup> April following the Unchallenged Permission Date, the Sustainable Transport Levy will be collected by STAL and the funds made available to the SATF to finance initiatives in accordance with the Surface Access Strategy to promote the use by passengers and staff of STAL and others employed at Stansted Airport of:

  - (a) modes of transport to and from Stansted Airport other than private motor vehicles, taxis and private hire vehicles, and to encourage and promote car-sharing by STAL staff and others employed at Stansted

Airport in order to improve the modal split in operation and to limit the impact of traffic on the surrounding highway network; and

- (b) in addition to the purposes set out in paragraph 5 of Part 4 of Fourth Schedule to the 2003 Agreement, sustainable modes of transport, including but not limited to the introduction of new technologies for all vehicles and walking and cycling schemes (including off-site provisions),

**SUBJECT ALWAYS** to the requirement that the Sustainable Transport Levy is applied solely to initiatives for Qualifying Purposes.

6. **Rail-Users: discount scheme**

Within 30 days after the Unchallenged Permission Date STAL shall operate a parking discount scheme for season ticket holding rail users to and from Stansted Airport Station in general accordance with the Rail-Users discount scheme at **Annexure 7** to this Agreement as may be amended from time to time by agreement between STAL and UDC.

7. **Transport Targets**

STAL shall use Reasonable Endeavours to:

- (a) maintain a 50% public transport mode-share for non-transfer air passengers;
- (b) reach and thereafter maintain single occupancy private car use by Stansted Airport staff at 55% by the 39 mppa Date; and
- (c) to reach a passenger mode share by Kiss and Fly of:
  - (i) 20% by the 39 mppa Date; and
  - (ii) 12% by the 43 mppa Date.

and in the event that any of the targets in this paragraph 7 are not met, an interim review of the Surface Access Strategy measures (in addition to the provisions of paragraph 9 below) will be triggered.

8. **Transport Forum Revised Terms of Reference: revised working arrangements**

Subject to the like agreement of the Authorities, STAL agrees to participate in the SATF following the Unchallenged Permission Date in accordance with the Transport Forum Revised Terms of Reference comprising **Annexure 8** to this Agreement.

9. **Surface Access Strategy and Travel Plan – timetable revisions**

- 9.1 Following the Unchallenged Permission Date and prior to 31 December ~~2019~~2020, STAL shall provide updated drafts of the Airport Surface Access Strategy and the Travel Plan to UDC and the County Council; and STAL shall be under an obligation to undertake the review and updating of each of the Airport Surface Access Strategy and the Travel Plan at five yearly intervals in the cycle 2020 / 2025 / 2030 and thereafter (unless otherwise agreed between STAL and UDC); and to provide interim updates at the mid-point within each five yearly time-period.

10. **Airport Bus and Coach Station Improvements**

- 10.1 Following the Implementation Date and prior to the Passenger Level Trigger Date STAL shall commission a technical study of enhancement to capacity and passenger facility improvements for the forecast Stansted Airport passenger and employee travel growth using the bus and coach station at Stansted Airport, in order to define the Airport Bus and Coach Station Upgrade.
- 10.2 Following prior consultation with SATF concerning the Airport Bus and Coach Station Upgrade, STAL shall carry out and bring into operation the works required in order to comply with such scheme before passenger numbers reach 36 mppa.

### **Part 3: Skills, Education and Employment**

#### **Definitions**

- **“Combined Local Benefits”** means each of the following four elements, namely:
  - (a) the Education Centre;
  - (b) the Employment Academy;
  - (c) the Further Education College; and
  - (d) Local Supply Chain Support,except where UDC and STAL agree to make variations.
- **“Education Centre”** means the on-site education centre at Stansted Airport (currently known as “Aerozone”) available as an education facility for local children aimed at raising standards and attainment, by offering facilities for visiting local children through co-ordination with schools local to Stansted Airport;
- **“Employment Academy”** means the on-site skills and employment centre based at Stansted Airport whose aim is to enable more job seekers to strive to apply for and obtain employment at Stansted Airport;
- **“Further Education College”** means the on-site FE college currently run by Harlow College (whose aim is to provide development of skills to ensure a supply of locally-based suitably skilled labour for college-leavers seeking employment after further education in the locality of Stansted Airport); and
- **“Local Supply Chain Support”** means initiatives to bring local businesses into contact with the owners and operators of and businesses housed within Stansted Airport, aimed at increasing the level of business and contracts awarded to SMEs and other local businesses proximate to Stansted Airport.

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#### **1. Generally**

##### **Stansted Airport Employment Forum (SAEF)**

- 1.1 STAL agrees to continue to maintain, support and participate in the SAEF as provided in Part 6 of Schedule 2 to the 2008 Undertaking.
- 1.2 To review the Stansted Training Employment Strategy no later than [31st December 2020](#) and every four years thereafter and annually to present a report on progress to the SAEF for ratification.
- 1.3 Not less than once in every five years from the date of this Agreement to undertake an employment survey of on-airport employment and to present the results of such employment survey to UDC, SAEF and SBF.

#### **2. STAL’s obligations with respect to maintaining Combined Local Benefits**

STAL will (subject to all requisite support from counterparties) continue to maintain support, promote and provide the Combined Local Benefits (until agreed otherwise with UDC), as follows:

##### **(a) Education Centre**

To continue to provide the Education Centre and to consult with and have regard to views expressed by local schools as the facilities provided for the benefit of local children.

##### **(b) Employment Academy**

To continue to make available the Employment Academy, and to make available STAL staff to meet with job-seekers endeavouring to find employment at Stansted Airport; ~~and~~ to facilitate meetings between on-site employers and job-seekers; [and to arrange at least two job fairs each](#)



[calendar year, at least one of which to be held within the District of Uttlesford.](#)

**(c) Further Education College**

To co-operate with Harlow College to enable the Further Education College to continue on-site, to deliver up to Level 2 STEM subjects targeted for employment geared to the aviation sector in accordance with the terms of any occupational lease from time to time granted by STAL to Harlow College.

**(d) Local Supply Chain Support**

STAL will continue to offer Local Supply Chain Support including the annual Meet the Buyers event for local businesses, to facilitate opportunities for contact and negotiation between local businesses and operators within Stansted Airport including STAL, the costs of which will be borne by STAL.

**Part 4: Community Trust Fund**

**Definitions**

- **“Area of Benefit”** means the geographic area generally within a ten mile radius of the Stansted Airport runway shown tinted in blue on the Area of Benefit Plan;
- **“Area of Benefit Plan”** means the plan so-entitled comprising **Annexure 9** to this Agreement, which identifies the boundaries of the Parish Councils within the Districts of Uttlesford, East Hertfordshire, Harlow, Epping Forest, Chelmsford and Braintree that will be eligible to apply for financial contributions from the Community Trust Fund as provided for in this Part 4;
- **“Beneficial Purposes”** means projects demonstrating to the satisfaction of the Trustees that they will help to mitigate adverse health and/ or quality of life impacts arising from the Development as a result of increased noise levels and a reduction in the amenity of local green spaces;
- **“Community Trust Fund”** means a new fund established by way of replacement of the Community Fund (as defined in and provided for in Part 8 of Schedule 2 to the 2008 Undertaking) to be established in order to support projects that satisfy the Beneficial Purposes of the Fund within the Area of Benefit;
- **“Community Trust Terms of Reference”** means the proposed terms of reference with respect to the establishment of a board of Trustees, governance, funding, eligibility, trust objectives, arrangements for application for funding, meetings, and reporting and monitoring set out in the document entitled “Community Benefit Terms of Reference” comprising **Annexure 10** to this Agreement;
- **“Trustees”** means the Trustees serving from time to time as appointed trustees of the Community Trust Fund (being a body of nine persons as set out in the Community Trust Terms of Reference).

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**1. Establishing a Community Trust Fund**

As soon as is reasonably practicable following the Implementation Date, STAL will establish the Community Trust Fund having the objects and upon the terms substantially as set out in the Community Trust Terms of Reference. STAL agrees with the co-operation of all other participating Trustees to use Reasonable Endeavours to procure the registration of the Trust with the Charity Commissioners as a registered charity. \_

**2. STAL’s contribution**

STAL agrees to pay to the Trust by way of covenant from taxed earnings the sum of £150,000 Indexed annually in each Financial Year commencing in the Financial Year following the Unchallenged Permission Date for ten years (to a total sum of £1,500,000 plus the Indexation applied to the annual payments plus any payments due under paragraph 5 of Part 1 of this Schedule 3). If the 43 mppa Date has not been reached by the date of the tenth annual payment, the level of further funding necessary to mitigate the impact of the operation of Stansted Airport on the Area of Benefit (if any) up to the 43 mppa Date will be reviewed by agreement between STAL and UDC in consultation with the Trustees but in any event STAL shall not be required to contribute more than £150,000 Indexed in any Financial Year.

3. **Operation of the Community Trust Fund**

The Community Trust Fund shall be operated in or substantially in accordance with the Community Trust Terms of Reference as modified from time to time by the Trustees in consultation with STAL and UDC **SUBJECT ALWAYS** to the requirement that it be operated solely for Beneficial Purposes and for the Area of Benefit only.

4. **Closure of the Community Fund (2008 Undertaking)**

Except to the extent that the Community Fund has been exhausted prior to the Implementation Date, STAL shall use Reasonable Endeavours to secure (by operation of the *Cy-Près* doctrine) agreement for the transfer into the Community Trust Fund of any unexpended amounts previously paid into the Community Trust Fund established under the terms of the 2008 Undertaking and not dispersed for the purposes envisaged by that fund.

5. **Miscellaneous provisions**

Subject to the foregoing provisions of this Part 4, the provisions of Part 13 of Schedule 2 of the Fourth Schedule to the 2003 Agreement and of Part 8 of Schedule 2 to the 2008 Undertaking shall with effect from the establishment of the Community Trust Fund be of no further or continuing effect.

## **Part 5: Ecology provisions**

### **Definitions**

- “**Eastend Wood**” means the area of woodland designated as a Site of Special Scientific Interest lying to the north of Stansted Airport to the north of Molehill Green identified on the Woodland Plan;
- “**Hatfield Forest**” means the 400 approx hectare site designated as a Site of Special Scientific Interest and a National Nature Reserve at Takeley, Bishops Stortford identified on the Woodland Plan; and
- “**Woodland Plan**” means the plans comprising **Annexure 11** to this Agreement.

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1. **Obligations relating to Air Quality**

1.1 Commencing on the Implementation Date, STAL shall monitor air quality at Hatfield Forest and Eastend Wood in accordance with the following provisions:

- (a) continuous monitoring of oxides of nitrogen and fine particulate matter (PM10) at three fixed sites (including subject to the agreement of The National Trust a site in Hatfield Forest) at locations first agreed with UDC;
- (b) diffusion tube monitoring of nitrogen dioxide levels as follows:
  - I. At sites in Hatfield Forest agreed with the National Trust and Natural England (subject to the requisite agreement of relevant landowners); and

- II. At a site or sites in Eastend Wood agreed following detailed on-site assessment with Natural England and other relevant consultees.
  - (c) provide to UDC annually a written summary of the results of the monitoring described in paragraphs 1.1(a) and 1.1(b) of this Part 5;
  - (d) to consult with UDC with respect to appropriate measures to compensate for any material adverse effects on vegetation within Hatfield Forest and/or Eastend Wood that are identified as arising from levels of oxides of nitrogen exceeding 30 microgrammes per cubic metre annual mean within Hatfield Forest or Eastend Wood, as applicable, and such compensation shall be proportionate to the extent that the Development contributes to the measured levels; and
  - (e) following agreement with UDC with respect to such measures to use Reasonable Endeavours to undertake any such measures identified as a result of the consultation referred to in paragraph 1.1(d) of this Part 5.
- 1.2 STAL shall make the results of its obligations contained in paragraphs 1.1.(a) - 1.1(c) of this Part 5 available to UDC within 28 days of the final results becoming available to STAL.
- 1.3 The existing obligations with respect to the monitoring of air quality at Hatfield Forest contained in the 2008 Undertaking shall cease on the Implementation Date.

## **Part 6: Surface Water Discharge Quality Monitoring**

### **Definitions**

- **“Previous Monitoring Condition”** means condition **WAT2** on the Planning Permission dated **8 October 2008** relating to Stansted Airport in the following terms:

**WAT2** The water quality monitoring of the biological interests of local brooks approved by the local planning authority pursuant to condition **WAT3** of planning permission ref UTT/1000/01/OP shall be continued; and

- **“Watercourse Monitoring Scheme”** means a detailed scheme prepared by STAL on the advice of its ecological consultants by way of replacement for the Previous Monitoring Condition, so as to ensure continued surface water discharge quality monitoring for local watercourses proximate to Stansted Airport into Great Hallingbury Brook and Pincey Brook from discharge points at Stansted Airport.

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### **1. Compliance with the Watercourse Monitoring Scheme**

- 2.1 STAL shall implement the Watercourse Monitoring Scheme, and shall make the results of its monitoring available to UDC within 28 days of the final results becoming available to STAL.

Executed as a Deed by affixing )  
the common seal of )  
**UTTLESFORD DISTRICT COUNCIL** )  
in the presence of: )

Authorised Signatory

Authorised Signatory

Executed as a Deed by affixing )  
the common seal of )  
**ESSEX COUNTY COUNCIL** )  
in the presence of: )

Attesting Officer

Executed as a Deed by )  
**STANSTED AIRPORT LIMITED** )  
acting by a director )

Director

In the presence of:

Witness signature

Name of witness (BLOCK CAPITALS):

Address:

Occupation:

Executed as a Deed by )  
**CITICORP TRUSTEE COMPANY** )  
**LIMITED** acting by a director )

Director

In the presence of:

Witness signature

Name of witness (BLOCK CAPITALS):

Address:

Occupation:

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## Annexure 1: Plan 1 (Airport Property)

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## Annexure 2: Airfield Infrastructure Works Plan

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## Annexure 3: Revised SIGS Contour Plan

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## Annexure 4: Junction 8 (M11) Scheme Drawing

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## Annexure 5: Priory Wood Roundabout Drawing

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## **Annexure 6: Scope of Local Road Monitoring Scheme (Schedule 3 Part 2)**

The detailed implementation plan for the Local Road Monitoring Scheme [will include both traffic and Fly Parking monitoring and](#) will specify:

- What data will be collected
- The collection method
- The area to be covered by monitoring
- Start date and frequency of collection (annually)
- Annual review of monitoring scheme
- Reporting of monitoring (3 months following data collection)
- Responsibility for provision of scheme

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## **Annexure 7: Rail-Users Discount Scheme (Schedule 3 Part 2)**

The rail-users discount scheme will commence within 30 days after the Unchallenged Permission Date has been reached.

As an extension to the 2003 Agreement, STAL will provide parking within the short-stay car parks for rail commuters in possession of a rail season ticket from Stansted Airport at a price discounted ~~rate below~~ by no less than 90% from the turn-up parking rate (the turn-up parking rate being the price payable to park in the premium short-stay car parks at the airport (currently known as the orange and green car parks but which may include any temporary or permanent replacement for these car parks) for 365 full days (a full day being any 24 hour period)). This rate of discount represents a higher rate of discount than that in operation when the current owner acquired its interest in Stansted Airport in 2013 and took over the pre-existing rail users discount scheme (which was 85% on a comparable basis).

To qualify for the discounted parking scheme rail passengers must be in ownership of a rail season ticket from Stansted Airport station and satisfactory evidence that the user is in possession of a rail season ticket will be required. A daily ticket does not entitle a rail passenger to participate in this scheme.

Rail Passengers will be able to apply for the discounted parking scheme for a period starting no earlier than the commencement date of their valid rail season ticket and ending at the date of the expiry of their valid rail season ticket (up to a 1 year maximum period).

On expiry of the season ticket, an application will be required for renewal.

Access to the airport car park will be monitored and where necessary subject to enforcement. Abuse of scheme rules (e.g. stay duration limitations) could result in withdrawal of this offer to the individual, household, and / or vehicle.

STAL will promote the Rail-Users Discount Scheme in consultation with UDC.

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## **Annexure 8: Transport Forum Revised Terms of Reference (Schedule 3 Part 2)**

### **SATF Steering Group**

The SATF Steering Group is the decision making group which is accountable through the chair for:

1. Investment decisions, ensuring value for money, relating to:
  - Transport related S106 agreements;
  - Projects funded by the Sustainable Transport Levy;
2. Delivery of ASAS targets and objectives; and Travel Plan
3. Setting clear objectives and work programmes for the working groups.

### **Terms of reference for the SATF Steering Group**

4. To take executive responsibility to deliver on the objectives of the Airport Surface Access Strategy (ASAS) through the activities of the Working Groups and in particular by:
  - By advising STAL on development and production of the ASAS including forward planning to meet targets for all forms of transport and accommodation of future strategic transport links to and from the airport
  - developing annual work plans showing activity for each financial year to deliver each objective to be agreed by the SATF Steering Group before the start of each financial year;
  - monitoring progress on delivery of those plans at each quarterly meeting;
  - establishing, publishing and maintaining investment appraisal criteria for transport investment that deliver the agreed ASAS transport objectives, mode share targets and value for money; and
  - providing assurance that the activities and spend are consistent with the terms of the strategy.
5. To administer the delivery of transport related Section 106 planning obligations associated with the planning permission for the airport ensuring that spend is consistent with the terms of the agreement.
6. To ensure overall budget control of allocated transport Section 106 funding, agree funding allocations in the light of investment appraisals, and monitor the effectiveness of measures taken.
7. To monitor the airport's Travel Plan initiatives and annually to advise STAL on measures to improve passenger and employee public transport mode share.
8. To ensure completion and publication of annual reporting of SATF activities, including a detailed report on activities, spend and delivery of objectives and performance against the S106 targets.

9. STAL will provide administrative support for the Steering and Working Groups, including:

~~10.~~ (a) Arranging and hosting meetings, circulating agendas and papers

~~11.~~ (b) Providing quarterly data in advance on:

- Performance against the S106 targets and commitments
- Any papers on investment decisions or discussions
- Any data or information identified in working groups strategies to support advice and performance monitoring

~~12.~~ (c) In all cases to:

- Keep a record of decision taking and the evidence on which decisions are taken;
- Report on spend, progress and delivery at each quarterly meeting;
- Ensure that all spending represents value for money; and
- For each transport investment ensure it is clear how each of the investment appraisal criteria are met.

### **Working Groups**

The three working groups are advisory. They do not take decisions on investment and accountability remains with the SATF Steering Group through the chair.

There is a working group for each of: Highways, Bus and Coach and Rail. The three working groups have generic terms of reference but each with a different focus.

### **Terms of reference for the Working Groups**

10. ~~13.~~ To propose a strategy to the Steering Group to deliver the ASAS objectives and targets.

11. ~~14.~~ To propose an annual work programme in stages of feasibility, design and implementation to the Steering Group setting out the delivery priorities for each financial year in order to deliver the ASAS objectives and targets.

12. ~~15.~~ To give quarterly progress reports to the Steering Group on the delivery of that work programme, including reviewing modal share, customer satisfaction and service quality STAL will provide the data to the working groups to support these reports.

13. ~~16.~~ To propose a set of investment criteria to the Steering Group for investment decisions, to include value for money, service quality, customer satisfaction, contribution to delivery of objectives and targets, and fit with work programme.

14. ~~17.~~ To put investment proposals to the Steering Group for decision.

### **Highways Working Group focus areas:**

15. ~~18.~~ To advise on and oversee the delivery of Section 106 highway-related planning obligations conditioned by the planning permission for the airport and to recommend to the Steering Group the allocation of Section 106 funding.

- ~~16. 19.~~ To consider the interface between existing road schemes, any future schemes, and the airport road system.
- ~~17. 20.~~ To consider the opportunities for improving road-based public transport through improving journey times and reliability for bus and coach services, and assisting the development of inter-urban public transport initiatives.
- ~~18. 21.~~ To oversee the monitoring of fly-parking associated with the airport and to develop multi-agency activities to tackle identified and agreed incidences.
- ~~19. 22.~~ To work in partnership to deliver the Stansted Airport Cycling and Walking Strategy document.
- ~~20. 23.~~ To monitor supply and demand for car parking at the airport, both on and off site.

#### **Bus and Coach Working Group focus areas:**

- ~~21. 24.~~ To work in partnership with service operators and other agencies to deliver the Stansted Airport Bus and Coach Strategy.
- ~~22. 25.~~ To review the Stansted Bus and Coach Strategy and recommend the development of new and existing services and associated facilities to meet the objectives of the strategy.
- ~~23. 26.~~ To manage and oversee the delivery of the bus and coach-related S106 obligations and planning conditions and to recommend to the Steering Group the use of S106 funding.
- ~~24. 27.~~ To develop constructive liaison with existing and potential bus and coach operators, local authorities and TfL.
- ~~25. 28.~~ To review levels of service quality and customer satisfaction of bus and coach services serving Stansted Airport and recommend actions to improve such levels as necessary.

#### **Rail Working Group focus areas:**

- ~~26. 29.~~ To work in partnership to deliver the Stansted Airport ASAS Rail Vision;
- ~~27. 30.~~ To review the quality and customer satisfaction of rail services serving Stansted Airport, including monitoring of mode share & franchise commitments;
- ~~28. 31.~~ To provide advice to the Steering Group about any necessary steps in respect of coordination with other stakeholders and promotional activity to ensure improvements to rail infrastructure or franchises.

#### **List of Members of SATF**

Essex County Council, Uttlesford District Council Herts County Council, East Herts District Council, Highways England, TfL, Network Rail, Stansted Consultative Committee ; and STAL

Working Group Membership shall be determined by the SATF Steering Group and shall comprise of the above organisations (as appropriate) and as necessary, representatives of the public transport operators, airlines, and passenger user groups.

## **Agreement of the Terms of Reference**

Both sets of terms of reference were ratified by the SATF Steering Group on [DATE].



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**Annexure 9: Area of Benefit Plan  
(Schedule 3 Part 4)**

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## **Annexure 10: Community Benefit Terms of Reference (Schedule 3 Part 4)**

### **Trustees & Governance**

1. Chair to be appointed from the Trustees by UDC and STAL for two years with only one reappointment permitted which cannot run concurrently.
2. Independently administered, with a percentage of the Fund allocated for administration.
3. The body of trustees shall consist of 9 persons:
  - a) Two persons to be nominated by Stansted Airport Limited, only one of whom may be an employee of the Company;
  - b) One Elected Member or Officer by Uttlesford District Council;
  - c) One Elected Member or Officer by Essex County Council;
  - d) One Elected Member or Officer for each of the main District Councils comprised in the Area of Benefit to be nominated by such Councils consisting:
    - East Hertfordshire District Council;
    - Harlow District; and
    - Epping Forest District Council.
  - e) One person to be nominated by the Stansted Airline Operators Committee; and
  - f) One person to be nominated by Stansted Airport Consultative Committee.

### **Funding**

4. Contribution to the Community Trust Fund of £150,000 every Financial Year to 31 March 2029. Following this date, the amount of funding to be contributed by STAL to the Trust Fund is to be reviewed.
5. The maximum funding per application is £5,000 with discretion of the Trustees to adopt a higher figure for exceptional applications. Each year a maximum of one application for a 'flagship' or major project may be granted, for which funding is capped at £50,000.
6. The Fund can offer full funding or funding towards a specific element or item.
7. The Fund will also receive additional contributions from any aircraft noise or track keeping fines arising from aircraft arriving or departing from Stansted Airport.

## Eligibility

8. Applications can be made by an established community or other not for profit group, charity [Town Council](#) or Parish Council located, or which operates predominantly, within the Area of Benefit.
9. Parish Councils will be eligible to receive up to one grant per year. No more than 50% of total grants awarded in any year will go to [Town Councils and](#) Parish Councils.
10. Applications that offer match funding will be favoured.

## Objectives

11. The Community Trust Fund will support capital projects which help to mitigate adverse health and/ or quality of life impacts arising from the Development as a result of increased noise levels and a reduction in the amenity of local green spaces within the defined 'Area of Benefit'.
12. The Community Trust has the discretion to give greater weight to particular objectives in line with local and community priorities at the time. Any prioritisation will be published for applicants to view, along with the application process.

## Area of Benefit

13. 10-mile radius with extensions to reflect areas directly affected by operations at Stansted Airport as detailed in Appendix 1. Grants will only be awarded to schemes which are located within the Area of Benefit or deliver the vast majority of its benefits to the Area of Benefit.

## Applications

14. Successful applicants can re-apply after three years.
15. Applications can be submitted on-line or in hard copy using the Community Trust Fund Application Form. Applications must provide the following information as a minimum:
  - Details of the Organisation;
  - Project Details, including itemised descriptions of all/part of the project for which the organisation is applying for; and
  - Additional supporting information.

## Meetings

16. Quarterly ordinary meetings of the Trustees to review applications.
17. Quorum of a least one third of the number of trustees for the time being or three trustees whichever is the greater are present at a meeting.

18. Every matter shall be determined by a majority of votes by the trustees present and voting on the question.
19. A minute of the meeting will be recorded and signed by the Chair.

### **Reporting and Monitoring**

20. An annual report and accounts shall be produced within 3 months of Financial Year end of the Fund including a list of grants awarded, the amount and the applicant.
21. Successful applicants will be required to publicise, in an appropriate way, the support provided by the Community Trust Fund.
22. An appropriate audit system shall be established to ensure that grants are appropriately spent and that the benefits are delivered.

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**Annexure 11: Woodland Plan  
(Schedule 3 Part 5)**

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Moved to	0
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Format changed	0
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