



Gatwick Airport Northern Runway Project

Draft Section 106 Agreement – Tracked Version

Book 10

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GATWICK AIRPORT LIMITED

and

WEST SUSSEX COUNTY COUNCIL

and

CRAWLEY BOROUGH COUNCIL

and

REIGATE AND BANSTEAD BOROUGH COUNCIL

and

SURREY COUNTY COUNCIL

AGREEMENT

Pursuant to section 106 of the Town and
Country Planning Act 1990, section 111 of
the Local Government Act 1972 and section
1 to the Localism Act 2011 relating to
Gatwick Airport

Herbert Smith Freehills LLP

TABLE OF CONTENTS

Clause	Headings	Page
1.	DEFINITIONS AND INTERPRETATION.....	6
2.	LEGAL EFFECT.....	9
3.	CONDITIONALITY.....	9
4.	OBLIGATIONS.....	10
5.	LOCAL LAND CHARGES.....	10
6.	RELEASE.....	10
7.	CERTIFICATES OF COMPLIANCE.....	11
8.	INDEXATION.....	11
9.	INTEREST.....	12
10.	RESOLUTION OF DISPUTES.....	12
11.	GOOD FAITH AND APPROVAL.....	13
12.	PROJECT RELATED NOTICES.....	13
13.	NOTICES PROCEDURE.....	13
14.	VAT.....	14
15.	RIGHTS OF THIRD PARTIES.....	14
16.	JURISDICTION.....	14
17.	EXPIRY.....	15
18.	DATE OF DELIVERY.....	15
	SCHEDULE 1 AIR QUALITY.....	18
	SCHEDULE 2 NOISE.....	24
	SCHEDULE 3 SURFACE ACCESS.....	27
	SCHEDULE 4 LONDON GATWICK COMMUNITY FUND.....	33
	SCHEDULE 5 EMPLOYMENT, SKILLS AND BUSINESS.....	45
	SCHEDULE 6 BIODIVERSITY AND LANDSCAPING.....	48
	SCHEDULE 7 COUNCILS' OBLIGATIONS.....	52
	PLAN.....	54
	APPENDIX 1 AIR QUALITY MONITORING SITE LOCATIONS.....	55
	APPENDIX 2 POVEY CROSS ACCESS PLAN.....	56
	APPENDIX 3 TRANSPORT FORUM STEERING GROUP TERMS OF REFERENCE.....	57
	APPENDIX 4 EMPLOYMENT SKILLS AND BUSINESS STRATEGY.....	58
	APPENDIX 5 DRAFT AIR QUALITY ACTION PLAN.....	59
	APPENDIX 6 DRAFT ESBS IMPLEMENTATION PLAN.....	60
	APPENDIX 7 HARDSHIP SCHEME PLAN.....	43
1.	DEFINITIONS AND INTERPRETATION.....	6
2.	LEGAL EFFECT.....	9
3.	CONDITIONALITY.....	9

4.	OBLIGATIONS	10
5.	LOCAL LAND CHARGES	10
6.	RELEASE	10
7.	CERTIFICATES OF COMPLIANCE.....	11
8.	INDEXATION.....	11
9.	INTEREST	12
10.	RESOLUTION OF DISPUTES	12
11.	GOOD FAITH AND APPROVAL	13
12.	NOTICES PROCEDURE	13
13.	VAT.....	14
14.	RIGHTS OF THIRD PARTIES	14
15.	JURISDICTION	14
16.	EXPIRY	15
17.	DATE OF DELIVERY	15
	SCHEDULE 1 AIR QUALITY	18
	SCHEDULE 2 NOISE	24
	SCHEDULE 3 SURFACE ACCESS	27
	SCHEDULE 4 LONDON GATWICK COMMUNITY FUND.....	33
	SCHEDULE 5 EMPLOYMENT, SKILLS AND BUSINESS.....	45
	SCHEDULE 6 BIODIVERSITY AND LANDSCAPING.....	48
	SCHEDULE 7 HEALTH	50
	SCHEDULE 8 COUNCILS' OBLIGATIONS.....	52
	APPENDIX 1 AIR QUALITY MONITORING SITE LOCATIONS	55
	APPENDIX 2 POVEY CROSS ACCESS PLAN	56
	APPENDIX 3 TRANSPORT FORUM STEERING GROUP TERMS OF REFERENCE	57
	APPENDIX 4 EMPLOYMENT SKILLS AND BUSINESS STRATEGY.....	58
	APPENDIX 5 DRAFT AIR QUALITY ACTION PLAN	59
	APPENDIX 6 DRAFT ESBS IMPLEMENTATION PLAN	60
	APPENDIX 7 [HARDSHIP SCHEME PLAN]	61

THIS ~~AGREEMENT~~DEED is made on [] 20**

BETWEEN:

- (1) **GATWICK AIRPORT LIMITED** (company registration number: 01991018) whose registered office is at Destinations Place, Gatwick Airport, West Sussex, RH6 0NP ("**GAL**");
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, P019 IRQ ("**WSCC**"); and
- (3) **CRAWLEY BOROUGH COUNCIL** of The Create Building, Town Hall, The Boulevard, Crawley, West Sussex, RH10 1UZ ("**CBC**");
- (4) **REIGATE AND BANSTEAD BOROUGH COUNCIL** of Town Hall, Reigate, Surrey, RH2 0SH ("**RBBC**");
- (5) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey, RH2 8EF ("**SCC**").

RECITALS:

- (A) GAL is the operator of Gatwick Airport under Part 1 of the 2012 Act and is the freehold owner of the Land registered at the Land Registry under the title numbers that are shown on the Plan.
- (B) On 6 July 2023 GAL submitted the Application to the Secretary of State to enable dual runway operations at Gatwick Airport and to deliver the upgrades or additional facilities and infrastructure required to increase the passenger throughput ~~(the "Project")~~as further set out in the definition of 'authorised development' as set out in the Development Consent Order (the "Project"). The Application was accepted for examination on 3 August 2023. The Secretary of State is responsible for determining the Application.
- (C) WSCC is a highway authority within the meaning of Section 1(2) of the Highways Act 1980 and a local planning authority within the meaning of Section 1 of the 1990 Act for the area in which the Land is situated; a local authority for the purposes of Section 111 of the Local Government Act 1972; and a local authority for the purposes of Section 1 of the Localism Act 2011.
- (D) CBC is a local planning authority within the meaning of Section 1 of the 1990 Act for the area in which the Land is located; a local authority for the purposes of Section 111 of the Local Government Act 1972; and a local authority for the purposes of Section 1 of the Localism Act 2011.
- (E) RBBC is a local planning authority within the meaning of Section 1 of the 1990 Act for the area in which the Land is located; a local authority for the purposes of Section 111 of the Local Government Act 1972; and a local authority for the purposes of Section 1 of the Localism Act 2011.
- (F) It SCC is intended that a highway authority within the meaning of Section 1(2) of the Highways Act 1980 and a local planning authority within the meaning of Section 1 of the 1990 Act for the area in which the Land is situated; a local authority for the purposes of Section 111 of the Local Government Act 1972; and a local authority for the purposes of Section 1 of the Localism Act 2011.
- (F)(G) Under Article 2 of the Development Consent Order, GAL will be the "undertaker" for the purposes of the Development Consent Order. GAL intends to continue to operate Gatwick Airport in accordance with the Licence granted by the CAA and all relevant laws and regulations, and to construct and operate the Project as authorised by the Development Consent Order.

~~(G)~~(H) [On 12 January 2009, a Memorandum of Understanding (the "2009 MoU") was entered into between WSCC, CBC, and the Adjoining Authorities. -To ensure that the interests of the Adjoining Authorities continue to be taken fully into account, it is intended that a new Memorandum of Understanding in substantially the same form will be entered into to replace the 2009 MoU].

~~(H)~~(I) The parties have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.

1. DEFINITIONS AND INTERPRETATION

Where in this Deed the following defined terms and expressions are used, they shall have the following respective meanings unless otherwise stated:

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

"2008 Act" means the Planning Act 2008;

"2012 Act" means the Civil Aviation Act 2012;

"2022 Agreement" means the agreement entered into under section 106 of the 1990 Act dated 24 May 2022 between; GAL, WSCC and CBC;

"Adjoining Authorities" means each and all of the following local authorities:

~~(a) Surrey County Council of County Hall, Kingston upon Thames, Surrey, KT1 2DY;~~

~~(b)(a) Mole Valley District Council of Pippbrook, Dorking, Surrey, RH4 1SJ;~~

~~(c)(b) Tandridge District Council of Council Offices, Station Road, East Oxted, Surrey, RH8 0BT;~~

~~(d)(c) Horsham District Council of Parkside, Chart Way, Horsham, West Sussex, RH12 1RL;~~

~~(e)(d) Mid Sussex District Council of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS; and~~

~~(f)(e) East Sussex County Council of Pelham House, St Andrews Lane, Lewes, East Sussex, BN7 1UN.~~

"Application" means the application for ~~a development consent order~~ the Project made under section 37 of the 2008 Act ~~submitted to the Secretary of State on 6 July 2023 and~~ given reference number TR020005;

~~"Begin" has the meaning given in section 155 (when development begins) of the 2008 Act and shall have a meaning distinct to "commence" in this Deed and "Begun and Beginning" are to be construed accordingly;~~

"Civil Aviation Authority" or "CAA" means the statutory body which oversees and regulates all aspects of civil aviation in the United Kingdom;

"Committed" means that the relevant Council -has:

- (a) entered into a contract to use the relevant monies in accordance with the terms of this Deed;
- (b) resolved by committee to use the relevant monies in accordance with the terms of this Deed; or
- (c) issued an internal order or generated a financial code for the relevant works or services in question;

"Commence" means the carrying out of any material operation (as defined in section 155 of the 2008 Act) forming part, or carried out for the purposes, of the ~~development authorised by the Development Consent Order~~ Project other than operations

consisting of Preparatory Works, and "Commencement" and "Commenced" are to be construed accordingly;

"Commencement Date" means the date on which works are Commenced pursuant to the Development Consent Order;

"Commencement of Dual Runway Operations" means the first day on which commercial air transport movements are scheduled to depart from both the northern runway and the southern runway (being Gatwick Airport's main runway at the date of this Deed), which for the avoidance of doubt shall exclude any days on which both runways are used by GAL to test dual operations following approval by the CAA of dual operations;

"Contributions" means the financial contributions to be made by GAL and funds to be made available by GAL pursuant to the Schedules of this Deed, and the word "Contribution" means any one of these;

"Councils" means all of CBC, WSCC RBBC and RBBCSCC;

"Development Consent Order" means the development consent order to be made pursuant to the Application;

"GATCOM" or "Gatwick Airport Consultative Committee" means the statutory consultation body established to meet the requirements of section 35 of the Civil Aviation Act 1982;

"Gatwick Airport" means the operational airport as defined by Part 1 of the 2012 Act located between the towns of Crawley and Horley;

"Index" means the consumer prices index including owner-occupiers' housing costs excluding indirect taxes published by the Office for National Statistics or any official publication substituted for it for the United Kingdom;

"Interest Rate" means 3% above the Bank of England base rate applicable at the Payment Date;

"Land" means the area of land shown shaded green on the Plan and registered at the Land Registry under the title numbers that are shown on the Plan;

"Monitoring Period" means the period of time from the Commencement of Dual Runway Operations until the ninth anniversary of the Commencement of Dual Runway Operations;

"Payment Date" means the date when a Contribution (including a part of a Contribution where such Contribution is to be paid in tranches) or other sum of money is due to be paid, provided or made available by GAL pursuant to this Deed;

"Project" means the authorised development as defined in and authorised by the Development Consent Order;

"Preparatory Works" means operations consisting of:

- (a) remedial work in respect of any contamination or adverse ground conditions;
- (b) environmental (including archaeological) surveys and investigation;
- (c) investigations for the purpose of assessing ground conditions;
- (d) site or soil surveys;
- (e) erection of fencing to site boundaries or marking out of site boundaries;
- (f) removal of hedgerows, trees and shrubs;

- (g) installation of amphibian and reptile fencing;
- (h) the diversion or laying of services;
- (i) ecological mitigation measures;
- (j) receipt and erection of construction plant and equipment;
- (k) erection of temporary buildings and structures;
- (l) site preparation and site clearance;
- (m) establishment of construction compounds;
- (n) establishment of temporary haul roads; and
- (o) the temporary display of site notices, advertisements or information

“Secretary of State” means the Secretary of State for Transport

“Working Day” means any day (apart from Saturday, Sunday and any statutory bank holiday) on which clearing banks are open in England for the transaction of ordinary business.

1.1 In this Deed, unless stated otherwise:

- 1.1.1 reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the Councils and the Adjoining Authorities, the successors to their respective statutory functions;
- 1.1.2 words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of that restriction;
- 1.1.3 references to recitals, clauses, paragraphs and schedules are references to the relevant clauses and paragraphs of and schedules to this Deed;
- 1.1.4 the Interpretation Act 1978 shall apply to this Deed;
- 1.1.5 references to any statute or statutory provision include references to:
 - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed;
 - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.1.6 references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.1.7 references to "including" and "include" shall mean including without limitation;
- 1.1.8 the table of contents and headings in this Deed are for ease of reference only and shall not affect its construction, interpretation or otherwise have any binding legal effect; ~~and~~
- 1.1.9 words incorporating the singular include the plural and vice versa and words importing any gender include every gender-;

1.1.10 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question; and

1.1.11 references to numbered articles are unless otherwise stated references to the numbered articles comprised within the draft Development Consent Order submitted at Deadline [XXX] of the examination of the Application but are to be interpreted as being adjusted to the extent necessary to accord with the provisions of the Development Consent Order as made.

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

2.2 The covenants contained in the Schedules are development consent obligations (to the extent that they are capable of being so) for the purposes of Section 106 of the 1990 Act and bind GAL's interest in the Land and are enforceable by each of the Councils as local planning authority or local highway authority as appropriate.

2.3 Nothing in this Deed shall fetter the statutory rights, powers or duties of the Councils.

3. **CONDITIONALITY**

3.1 Subject to clauses ~~3.33.3~~, and ~~3.43.4~~, the parties agree that clause ~~44~~ shall not have operative effect unless and until the Project has Commenced.

3.2 [The parties agree that on the Commencement Date, the 2022 Agreement, or any replacement agreement entered into by GAL, WSCC and CBC under Section 106 of the 1990 Act pursuant to the 2022 Agreement, shall determine and shall cease to have any force and effect SAVE as to any antecedent breach thereof.]

3.3 Provided that the Project has not been Commenced, where the Development Consent Order is granted and becomes the subject of any judicial review proceedings under section 118 of the 2008 Act:

3.3.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project is Commenced;

3.3.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused and no appeal or further appeal may be made in respect of such refusal, this Deed will cease to have any further effect and any money paid to the Councils pursuant to the Schedules and not spent or Committed by the Councils (or such other person as the money has been paid to under this Deed) shall be repaid in full within 56 Working Days of the final determination of such proceedings; and

3.3.3 if following the final determination of such proceedings (and, any redetermination of the Application by the Secretary of State in the event of quashing) the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms subject to any modifications to its terms necessitated through the redetermination process as are agreed by the parties through a deed of

variation or (where relevant) are determined by the Secretary of State in accordance with Section 106A of the 1990 Act.

- 3.4 Where the Application is refused, but the Development Consent Order is subsequently granted following redetermination by the Secretary of State following the final determination of judicial review proceedings under Section 118 of the 2008 Act, this Deed will, upon granting of the Development Consent Order, take effect in accordance with its terms subject to any modifications to its terms necessitated through the redetermination process as are agreed by the parties through a deed of variation or (where relevant) are determined by the Secretary of State in accordance with Section 106A of the 1990 Act.
- 3.5 Wherever in this Deed reference is made to the final determination of judicial review proceedings under Section 118 of the 2008 Act (or cognate expressions are used), the following provisions will apply:
- 3.5.1 proceedings by way of judicial review under Section 118 of the 2008 Act are finally determined:
- (A) when permission to bring a claim for judicial review has been refused and no further application may be made (excluding any application under CPR 52.30);
 - (B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused and any time for appealing such a refusal expires without such an appeal having been made or having been refused (excluding any application under CPR 52.30); or
 - (C) when any appeal is finally determined and no further appeal may be made (excluding any application under CPR 52.30).

4. **OBLIGATIONS**

- 4.1 GAL covenants with the Councils to perform the obligations contained in the Schedules.
- 4.2 WSCC, CBC and RBBC each covenant with GAL to perform the obligations on their respective parts contained in the Schedules.
- 4.3 The parties agree that the development consent obligations contained in this Deed will not be enforceable against any owner of any land interest in the Land who is not a party to this Deed nor against any successors in title to or permitted assignees or any person claiming through or under other such owner's interest in the Land unless that person itself becomes the undertaker as defined in article 2(1) of the Development Consent Order or is the operator of Gatwick Airport.

5. **LOCAL LAND CHARGES**

This Deed shall be registered by CBC as a local land charge in the register of local land charges maintained by CBC promptly after the date of this Deed.

6. **RELEASE**

- 6.1 Subject to clause 6.1 and 6.2, GAL shall, upon transfer of the entirety of its benefit under the Development Consent Order from GAL to another party or parties under the provisions of article 8 of the Development Consent Order, be released from all obligations in this Deed but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

6.2 For the purposes of clause 6.1 a transfer of the entirety of the benefit of the Development Consent Order shall be deemed to have occurred if GAL transfers the entirety of its remaining benefits under the Development Consent Order, some benefits having already been transferred under article 8.

6.3 GAL shall not transfer or grant all of the benefit of the Development Consent Order pursuant to article 8 thereof unless the party to which it proposes to effect the transfer or grant has first entered into a Deed with the Councils on terms equivalent to this Deed.

~~6.16.4~~ GAL shall not be liable for any breach of the terms of this Deed occurring after the date on which it parts with its interest in the Land or the part of the Land in respect of which such breach occurs, but it will remain liable for any breaches of this Deed occurring before that date.

7. CERTIFICATES OF COMPLIANCE

7.1 ~~The~~ WSCC will, within 30 Working Days following receipt of a written request by GAL, certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by GAL, will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed subject to payment by GAL of WSCC's reasonable legal fees for so doing.

7.2 CBC will, within 30 Working Days following receipt of a written request by GAL, certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by GAL, will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed subject to payment by GAL of CBC's reasonable legal fees for so doing, and shall promptly register the same in the register of local land charges maintained by CBC in respect of any interest against which this Deed is so charged.

7.3 ~~The~~ RBBC will, within 30 Working Days following receipt of a written request by GAL, certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by GAL, will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed subject to payment by GAL of RBBC's reasonable legal fees for so doing.

7.4 SCC will, within 30 Working Days following receipt of a written request by GAL, certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed and if so requested by GAL, will (as and if appropriate) execute a deed of release or partial release from the relevant provisions of this Deed subject to payment by GAL of SCC's reasonable legal fees for so doing.

8. INDEXATION

8.1 All payments and financial contributions to be paid, provided or made available pursuant to this Deed and all maximum or capped liabilities under this Deed will be increased by reference to the amount of the increase in the Index from the date of this Deed until the date payment is due in accordance with the following formula (where the Index at Payment Date / Index at today's date is equal to or greater than one (1)):

Amount Payable = Sum x (Index at Payment Date / Index at today's date)

where:

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the Contribution or other sum of money stated in this Deed;

"Index at Payment Date" is the Index published two months before the Payment Date (for example, the Index published in January where the Payment Date is in March); and

"Index at today's date" is the relevant Index published two months prior to the date of this Deed.

9. INTEREST

Where any obligation in this Deed is expressed to require GAL to pay any sum of money on a Payment Date, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the Payment Date to the date on which the sum of money is actually paid.

10. RESOLUTION OF DISPUTES

10.1 In the event of any dispute between the parties to this Deed as to any of the provisions of this Deed ~~which cannot be resolved the parties shall attempt to resolve the dispute~~ at senior management level, ~~any of the parties may refer such dispute to arbitration whereupon clause 11.2 shall apply.~~

10.2 Such-If the parties are unable to resolve the dispute as is mentioned in accordance with clause 11.4 10.1, any of the parties may refer such dispute to arbitration whereupon the following provisions of this clause 10 shall only apply.

10.3 The party referring the matter to arbitration shall serve a notice on the other party specifying:

10.3.1 the nature, basis and brief description of the dispute;

10.3.2 the Clause or Paragraph of this Deed pursuant to which the dispute has arisen; and

10.3.3 the proposed expert who shall be referred to some an independent and fit person holding appropriate professional qualifications to (the 'Expert')

~~10.2~~10.4 In the event that the parties are unable to agree whom should be appointed (in as the absence of agreement between Expert within [28] Working Days the parties to this Deed) by may request that the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert, and his decision shall be final and binding on the parties to this Deed as to the dispute, and his costs shall be payable by the parties to this Deed in such proportion as he shall determine (or failing such determination in equal shares) to nominate the Expert.

10.5 The Expert shall act as an expert and their decision shall be final and binding on the parties to this Deed as to the dispute, and their costs shall be payable by the parties to this Deed in such proportion as they shall determine (or failing such determination in equal shares).

10.6 The Expert will be appointed subject to an express requirement that they reach a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than [28 Working Days] from the date of the Expert's appointment to act.

10.7 The Expert will be required to give notice to both parties inviting each of them to submit to the Expert within [10 Working Days] written submissions and supporting material and will afford to each of the parties an opportunity to make counter submissions within a further [5 Working Days] in respect of any such submission and material.

~~40.3~~10.8 In the absence of agreement between the parties to this Deed as to the appropriate professional qualifications of the ~~person to whom the dispute is to be referred~~Expert or as to the appropriate professional body, then the question of the appropriate professional qualifications or professional body shall be referred to a solicitor to be appointed by the President (or equivalent person) for the time being of the Law Society of England and Wales on the application of any of the parties to the Deed, and the decision of the solicitor as to the professional qualifications or the appropriate professional body shall be final and binding on the parties to the Deed, and ~~his~~their costs shall be payable by the parties to the Deed in such proportion as ~~he~~they shall determine (or failing such determination in equal shares).

11. GOOD FAITH AND APPROVAL

11.1 The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

11.2 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

~~12.~~ PROJECT RELATED NOTICES

~~12.1~~ GAL shall notify each of the other parties to this Deed:

~~12.1.1~~ within 10 Working Days of works under the Development Consent Order having begun, confirmation of the date on which works Began under the Development Consent Order;

~~12.1.2~~ at least 30 Working Days prior to Commencement, PROVIDED THAT for the avoidance of doubt nothing in this Deed shall prevent Commencement from having occurred lawfully in the event this notice is not served in accordance with this clause;

~~12.1.3~~ within 10 Working Days of the actual Commencement Date, confirmation of the Commencement Date; and

~~12.1.4~~ within 7 Working Days after the Commencement of Dual Runway Operations, confirmation of the Commencement of Dual Runway Operations.

~~13.2.~~ NOTICES PROCEDURE

~~13.2.1~~12.1 Any notice required to be given under this Deed must be in writing and must be delivered by hand or by pre-paid recorded delivery post or by email.

~~13.2.2~~12.2 A notice shall conclusively be deemed to have been received:

~~13.2.1~~12.2.1 if delivered by hand, on the next Working Day after the day of delivery; and

~~13.2.2~~12.2.2 if sent by pre-paid recorded delivery post, at 9:00am on the second Working Day after the date of posting; and

~~13.2.3~~12.2.3 if sent by email, unless the actual time of receipt is proved, at 4pm on the first Working Day after the date of its despatch (unless an automated response is received that the intended recipient is out of the office in which

case it shall be deemed to have been received before 4pm on the day the intended recipient is shown by such response as returning to the office).

~~13.3~~12.3 A notice received or deemed to be received in accordance with clause 13.2 on a day which is not a Working Day, or after 5pm on any Working Day, shall be deemed to be received on the next following Working Day.

~~13.4~~12.4 A notice shall be served:

~~13.4.1~~12.4.1 on GAL at its address given above or such other address for service as shall have been previously notified in writing to the Councils and any such notice shall be marked for the attention of the Chief Planning Officer and the General Counsel; and

~~13.4.2~~12.4.2 on WSCC at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [xx].

~~13.4.3~~12.4.3 on CBC at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [xx];

~~12.4.4~~ on RBBC at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [xx]; and

~~13.4.4~~12.4.5 on SCC at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [xx] and

~~13.5~~12.5 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause ~~13.12~~ PROVIDED THAT such notification shall only be effective on:

~~13.5.1~~12.5.1 the date specified in the notification as the date on which the change is to take place; or

~~13.5.2~~12.5.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

~~14.13.~~ VAT

All consideration given in accordance with the terms of this ~~Agreement~~Deed shall be exclusive of any VAT properly payable.

~~15.14.~~ RIGHTS OF THIRD PARTIES

It is not intended that any person who is not a party to this ~~Agreement~~Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

~~16.15.~~ JURISDICTION

~~16.15.1~~ This ~~Agreement~~Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

~~46.215.2~~ Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this ~~Agreement~~Deed or its subject matter or formation (including non-contractual disputes or claims).

~~47.16.~~ **EXPIRY**

~~47.16.1~~ If the Development Consent Order expires or is revoked prior to the Commencement Date then this Deed shall forthwith determine and cease to have effect (the "Expiry Date") and CBC shall forthwith cancel all entries made in its register of local land charges in respect of this Deed.

~~47.216.2~~ Any monies paid to the Councils pursuant to this Deed and not spent or Committed by the Councils before the Expiry Date under this clause shall be repaid in full within 56 ~~days~~Working Days of the Expiry Date.

~~48.17.~~ **DATE OF DELIVERY**

This Deed is delivered on the date of this Deed.

EXECUTED as a **DEED** by
GATWICK AIRPORT LIMITED
acting by

Chief Executive Officer

Company Secretary

**THE COMMON SEAL of CRAWLEY
BOROUGH COUNCIL** was hereunto
affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL of REIGATE AND
BANSTEAD BOROUGH COUNCIL** was
hereunto affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL of WEST
SUSSEX COUNTY COUNCIL** was
hereunto affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL of SURREY
COUNTY COUNCIL** was
hereunto affixed in the presence of:

Authorised Signatory

SCHEDULE 1 AIR QUALITY

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Aircraft Stand" means an area provided for the stationing of aircraft, for the embarkation and disembarkation of passengers, the loading and unloading of cargo, and for parking which, for the avoidance of doubt,

- (a) does not preclude the simultaneous use of a large ("MARS") aircraft stand by two aircraft of smaller size than the large aircraft types for which the aircraft stand is principally configured; and
- (b) does not include apron areas leased to airlines or located within maintenance zones;

"Air Quality Action Plan" means a plan provided by GAL to the Councils pursuant to paragraph 8;

"Air Quality Monitoring Contribution" means the sum of £70,000 (seventy thousand pounds) to be paid in accordance with paragraph 5.4;5.1;

~~"Air Quality Monitoring Report" means a report provided by GAL to the Councils containing the monitoring results of the air quality monitoring carried out under paragraph 3 in the preceding calendar year;~~

"Annual Gatwick Air Quality Joint Authorities Meeting" means the annual meeting of GAL, the Councils and the Adjoining Authorities to discuss any air quality impact of operations at Gatwick Airport, measures GAL has planned to implement to improve air quality and to exchange relevant data/information at the time; (as appropriate);

"Auxiliary Power Unit" means an auxiliary engine on an aircraft used to provide electrical energy to the aircraft whilst the aircraft is on an Aircraft Stand (used for air-conditioning the aircraft while on an Aircraft Stand for supplying electrical power and other aircraft services and for engine start-up);

"Code of Construction Practice" means the document certified as such by the Secretary of State under Article [x] of the Development Consent Order;

"DEFRA Air Quality Guidance" means the Local Air Quality Management Technical Guidance (TG22) published by the Department for Environment Food and Rural Affairs in August 2022;

"Draft Air Quality Action Plan" means the document at ~~Appendix 5;~~Appendix 5;

"Draft Joint Air Quality Monitoring Report" means a report prepared ~~in draft~~ by RBBC including which shall include:

- a) the air quality monitoring results of ~~the~~ air quality monitoring carried out by RBBC under paragraph 5.2 in the preceding calendar year; and
- b) "the air quality monitoring results of air quality monitoring carried out by GAL under paragraph 3 in the preceding calendar year as notified to RBBC;

"Emissions Inventory:" means a quantification of pollutant emissions (NOx/NO2, PM10 and PM2.5) from airport related sources.

“Fixed Electrical Ground Power” means a system by which electrical power is provided to an aircraft whilst the aircraft is on an Aircraft Stand to be distinguished from Auxiliary Power Units and Ground Power Units;

“GAL AQMesh Monitoring Locations” means each one of the locations identified as blue circles on Figure 2 in Appendix 1 (or such other locations as may be agreed between GAL and the Councils from time to time in writing);

“GAL Reference Monitoring Locations” means each one of the locations identified as pink triangles on Figure 2 in Appendix 1 (or such other locations as may be agreed between GAL and the Councils from time to time in writing);

“Ground Power Units” means mobile equipment used to provide electrical power to aircraft on an Aircraft Stand;

“Horley Air Quality Management Area” means the air quality management area named “AQMA No. 2 (Horley)” declared by RBBC on 30 April 2002 and amended by RBBC on 23 December 2003; and

“RBBC Monitoring Locations” means each one of the locations identified as orange squares on Figure 1 in Appendix 1 (or such other locations as may be agreed between GAL and RBBC from time to time in writing);

“Repair or Replace Contribution” means a sum being the value as specified in a relevant Repair or Replace Request or such other sum as is agreed in writing with RBBC in its sole discretion and which shall be used by RBBC either:

- a) for the purposes of replacing air quality monitoring equipment; or
- b) for such other repairs to air quality monitoring equipment as may be appropriate, and as specified in the relevant Repair or Replace Request;

“Repair or Replace Request” means a request by RBBC to GAL for the value of replacing air quality monitoring equipment or otherwise repairing faulty equipment at the RBBC Monitoring Locations (or any one of them); and

“UFP Project” means a research project undertaken by RBBC to quantify residential or otherwise examine aviation derived ultrafine particulates exposure of residents within a 2km radius of the airport boundary including within the Horley Air Quality Management Area to aviation derived ultrafine particulates.

2. POWER AT AIRCRAFT STANDS

- 2.1 GAL must provide a Fixed Electrical Ground Power supply to any new Aircraft Stand.
- 2.2 GAL must not allow the use of Ground Power Units at any Aircraft Stand unless:
 - 2.2.1 there is no Fixed Electrical Ground Power installed at the Aircraft Stand; or
 - 2.2.2 the Fixed Electrical Ground Power which has been installed at the Aircraft Stand is temporarily out of service; or
 - 2.2.3 the relevant aircraft is incapable of utilising Fixed Electrical Ground Power by reason of its design or a technical malfunction or the power so supplied is insufficient for the aircraft.

3. OPERATIONAL AIR QUALITY MONITORING

- 3.1 ~~For~~From the ~~duration~~Commencement of the ~~Monitoring Period~~Dual Runway Operations, GAL shall:-

3.1.1 monitor ~~NOx~~NOx/NO2, PM10 and PM2.5 at the ~~locations identified as pink triangles~~GAL AQMesh Monitoring Locations;

3.1.2 monitor NOx/NO2, PM10 and PM2.5 at the GAL Reference Monitoring Locations having installed the equipment and tested operations at least 3 (three) months prior to this date; and

3.1.3 undertake programmes of study on ~~Figure 4~~the monitoring results collected.

3.2 On or before 30 March in ~~Appendix~~any year (or such other date as may be agreed by the parties), GAL shall provide to the Councils:

3.2.1 the monitoring results collected pursuant to paragraph 3.1.2; and

3.1.3.2.2 any outcomes of the programmes of study carried out pursuant to paragraph 3.1.3.

4. ACCESS FOR AIR QUALITY MONITORING

If requested by GAL, (upon giving not less than 2 (two) Working Days' notice except in cases of emergency when no notice will be required), RBBC shall provide GAL with all necessary permissions (in so far as RBBC has the capacity to do so) to access the location labelled "AQ4_Mesh" on ~~Figure 4 in Appendix 12 in Appendix 1~~ for the purposes of installing, inspecting or maintaining air quality monitoring equipment.

5. AIR QUALITY MONITORING CONTRIBUTION

5.1 On or before the Commencement Date and annually thereafter ~~until the end of the Monitoring Period~~, GAL shall pay RBBC the Air Quality Monitoring Contribution.

5.2 The Air Quality Monitoring Contribution ~~may only~~shall be used by RBBC for the cost of monitoring and reporting on the level of ozone, ~~NOx~~NOx/NO2, PM10 and PM2.5 at the ~~locations identified as orange squares on Figure 1 in Appendix 1 (or such other location as may approved by GAL from time to time under paragraph 5.6)~~RBBC Monitoring Locations as follows:

5.2.1 the cost of managing the monitoring data and preparing the ~~Draft~~draft Joint Air Quality Monitoring Report ~~on~~in respect of the monitoring data;

5.2.2 the cost of servicing the monitoring equipment;

5.2.3 the operational costs and maintenance costs associated with the monitoring equipment; ~~and~~

5.2.4 the Horley diffusion tube network (staff time and tube costs) as reported in in the Joint Air Quality Monitoring Report

5.2.4 the cost of a member of RBBC staff employed to inspect the monitoring equipment on a fortnightly.

5.3 ~~On or before 30 June in any year following the Commencement Date until the end of basis and make other visits associated with the Monitoring Period~~, RBBC shall submit a Draft Joint Air Quality Monitoring Report ~~equipment in order to GAL for approval~~.

5.2.5 RBBC shall not publish or in any way make public properly monitor and maintain the Draft Joint Air Quality Monitoring Report ~~prior~~same; and

5.4 ~~other ancillary work connected to GAL's approval pursuant to paragraph 5.3.~~

~~5.4.15.2.6~~ RBBC may change the locations of air quality monitoring prescribed in paragraph 5.2 subject to approval from GAL as deemed appropriate by RBBC.

6. REPAIRING OR REPLACING AIR QUALITY MONITORING EQUIPMENT

6.1 From the Commencement Date ~~until the end of the Monitoring Period~~, RBBC may submit a ~~request~~ Repair or Replace Request in writing to GAL ~~for the value of repairing or replacing faulty when any of the~~ air quality monitoring equipment at ~~any of the locations identified as orange squares on Figure 1 in Appendix 1 (or such other locations as may be approved by GAL from time to time the RBBC Monitoring Locations requires to time under paragraph 5.5).~~ be repaired or replaced.

6.2 Within 30 (thirty) Working Days of receipt of a request Repair or Replace Request from RBBC pursuant to paragraph ~~6.1, 6.1~~, GAL shall either:

6.2.1 pay RBBC the value Repair or Replace Contribution specified within the Repair and Replace Request ; or

6.2.2 agree with RBBC that GAL will carry out the repair and/or replacement works as set out in the request unless otherwise relevant Repair or Replace Request and a proposed timescale for doing so.

~~6.2.3~~ Where it is agreed with RBBC pursuant to paragraph 6.3.2 that GAL shall carry out the repair and/or replacement works, and upon receipt of not less than 2 (two) Working Days' notice, RBBC shall provide GAL all necessary permissions (in so far as RBBC has the capacity to do so) to access the relevant RBBC Monitoring Location.

~~6.3~~ Any funds received by RBBC pursuant to paragraph 6.2 must be used for the purposes of repairing and/or replacing the faulty air quality monitoring equipment that was specified in the request submitted to GAL pursuant to paragraph 6.1.

7. ULTRAFINE PARTICULATES

7.1 Provided that:

7.1.1 national standards on ultrafine particulates at airports have been promulgated in the United Kingdom; and

7.1.2 RBBC has notified GAL in writing of an UFP Project that it has launched and is undertaking,

GAL ~~shall covenants with RBBC to:~~

7.1.3 participate in such a UFP Project and, as notified to it by RBBC;

7.1.37.1.4 within 30 (thirty) Working Days of receiving such notice from being notified by RBBC, shall pay RBBC up to £30,000 to contribute to as a contribution towards the cost of the UFP Project.

8. AIR QUALITY ACTION PLAN

8.1 On or before the first 30 June in the fifth year following after the Commencement Date, and on every fifth anniversary thereafter ~~until the end of the Monitoring Period~~, GAL shall provide an Air Quality Action Plan to the Councils in substantially the same form as ~~Appendix 5, Appendix 5~~, which shall include:

8.1.1 updates on any ongoing monitoring and programmes of studies of NOx/NO2, PM10 and PM2.5 (or such other pollutants as are being monitored) attributable to activity at Gatwick Airport that GAL is carrying

out from time to time including those carried out under paragraph 3 of this Schedule;

- 8.1.2 reporting on measures taken by GAL to improve air quality in the preceding five-year period;
- 8.1.3 consideration given by GAL to any Air Quality Management Area (AQMA) designated within 2km of Gatwick Airport at the relevant time; ~~and~~

8.1.4 reporting on relevant updates to national standards or legislative requirements relating to air quality at Gatwick Airport including any proposed changes to the locations of the air quality monitors under paragraph 3 of this Schedule; and

8.1.5 an updated Emissions Inventory and modelled output of the same.

- 8.2 GAL shall publish each Air Quality Action Plan on its website within 10 (ten) Working Days of submission to the Councils pursuant to paragraph 8.1.

9. **JOINT AIR QUALITY MONITORING REPORT**

- 9.1 On or before 30 June in any year ~~of~~ (or such other date as is agreed between the Monitoring Period, GAL parties acting reasonably) following the Commencement Date, RBBC shall provide and submit a draft Joint Air Quality Monitoring Report to the Councils which shall include GAL for approval (such approval not to be unreasonably delayed or withheld) PROVIDED THAT RBBC has been provided with the monitoring results collected by GAL pursuant to paragraph 3.2.1 of this Schedule. Within 10 Working Days of GAL's approval, RBBC shall send a copy of the final Joint Air Quality Monitoring Report to GAL and GATCOM.

- 9.2 Within 10 Working Days of receipt of the final Joint Air Quality Monitoring Report from RBBC, GAL shall publish each the Joint Air Quality Monitoring Report on its website.

9.3 RBBC shall not publish or in any way make public the Joint Air Quality Monitoring Report or its contents prior to GAL's approval pursuant to paragraph 9.1 PROVIDED THAT for the avoidance of doubt this obligation shall not prevent either RBBC or GAL using the final data collected as each requires in order to comply with statutory or regulatory requirements.

10. **ANNUAL GATWICK AIR QUALITY JOINT AUTHORITIES MEETING**

- 10.1 From the Commencement Date ~~until the end of the Monitoring Period~~, GAL and each of the Councils shall attend the Annual Gatwick Air Quality Joint Authorities Meetings, unless otherwise agreed by the parties.
- 10.2 CBC shall be responsible for the administration of convening and holding the Annual Gatwick Air Quality Joint Authorities Meeting from the Commencement Date ~~until the end of the Monitoring Period~~, unless otherwise agreed by the parties.

11. **MEETINGS WITH RBBC AND GAL**

- 11.1 Within 30 (thirty) Working Days of receiving a request for an air quality meeting in writing from RBBC, GAL shall attend a meeting with RBBC to discuss progress with air quality monitoring, the results thereof and any further initiatives that may be considered appropriate.
- 11.2 GAL shall not be required to attend an air quality meeting with RBBC more than twice in a calendar year.

12. CONDITIONS FOR OBLIGATIONS UNDER SCHEDULE 1 TO CEASE

12.1 Following two consecutive years of the monitoring at the GAL AQ Mesh Monitoring Locations showing no breaches of the relevant air quality standard, GAL may, at its absolute discretion, cease carrying out monitoring under paragraph 3.1.1 of this Schedule.

12.2 Following the end of the Monitoring Period, GAL's obligations under paragraphs 3.1.2, 3.1.3, 3.2, 4, 5, 6, 8, 9, 10 and 11 shall cease if the following conditions are satisfied:

12.2.1 The Joint Air Quality Monitoring Report shows that there have been no breaches of the relevant air quality standard for two consecutive years; and

12.2.2 GAL has provided the Councils with at least 30 (thirty) Working Days' notice specifying which obligations within this Schedule are to cease.

SCHEDULE 2 NOISE

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Air Noise" means noise attributable to aircraft in flight to and from Gatwick Airport including that occurring on the runway during their landing and take-off;

"Airport Noise and Track Keeping System" means the ~~data recorded~~system for recording and ~~tracked~~tracking data from the Fixed Noise Monitoring Locations, other noise monitoring locations and radar and other data;

"Aircraft Engine Testing Mitigation Plan" means a plan setting out either:

(a) the measures proposed by GAL to manage and/or mitigate any material impact on local communities of noise from aircraft engine testing along with a proposed timeframe for implementation of the same; or

(b) that GAL does not consider that there has been a material impact on local communities as a consequence of aircraft engine testing and that no measures are proposed to be undertaken

"Fixed Noise Monitoring Locations" means those locations defined in the Civil Aviation Authority Document UK AIP EGKK AD 2.21 Noise Abatement Procedures as may be updated from time to time;

"GATCOM" or **"Gatwick Airport Consultative Committee"** means the statutory ~~advisory~~consultation body established to meet the requirements of section 35 of the Civil Aviation Act 1982;

"Ground Noise" means noise attributable to operations at Gatwick Airport other than aircraft in flight, taking off, or landing, including but not limited to noise caused by aircraft taxiing, positioning, auxiliary power unit operation, and engine ground running.

"Noise Action Plan" means a noise action plan required to be produced and adopted for Gatwick Airport from time to time in accordance with the Environmental Noise (England) Regulations 2006;

"Noise Supplements" means supplements to the charges normally paid by aircraft operators for the landing, taking-off and parking of aircraft to which aircraft operators may be subject in respect of aircraft departures that infringe noise thresholds promulgated in the UK AIP from time to time and measured by the Airport Noise and Track Keeping System; and

"UK AIP" means the United Kingdom Aeronautical Information Publication.

2. NOISE SUPPLEMENTSGENERAL COVENANT

2.1 GAL covenants with the Councils to use reasonable endeavours for the lifetime of the Development to minimise Air Noise impacts associated with maximum use of Gatwick Airport's runway capacity, subject to the framework established by Government and any requirements imposed by the CAA or any other regulator.

2.2 The Councils acknowledge that compliance with the requirements of the Development Consent Order in relation to Air Noise and Ground Noise impacts

associated with maximum use of Gatwick Airport's runway capacity, any and all other statutory requirements in connection with the abatement of noise which apply to use of Gatwick Airport, and with the obligations contained within this Schedule 2 of this Agreement shall be sufficient for GAL to evidence that it has used reasonable endeavours as required by paragraph 2.1 above.

2.3. DEPARTURE NOISE LIMIT FINES

2.43.1 With the aim of providing a continuing incentive to aircraft operators to reduce the noise impact of departing aircraft monitored at the Fixed Noise Monitoring Locations and subject to any requirements imposed by the CAA or any other regulator, GAL shall give due consideration when preparing and reviewing ~~the~~each Noise Action Plan to the retention and possible increase of the Noise Supplements payable by such aircraft operators on account of infringement by their aircraft of noise thresholds on departure.

~~2.2 From the Commencement Date until the end of the Monitoring Period GAL shall maintain differentials in the charges payable by aircraft operators on their air transport movements at Gatwick Airport, subject to any regulatory requirements, so as to encourage aircraft operators to use quieter and cleaner aircraft types.~~

3.4. AIRCRAFT ENGINE TESTING

3.14.1 If the ~~annual~~ number of ground run engine tests (as reported over a 12 (twelve) month period) occurring within any rolling six-month period reaches 250 (two hundred and fifty) and remains at, or in excess of, that number for a further 6 (six) successive months, or if ~~such a situation~~it is forecast ~~in consequence of that the number will remain at, or in excess of, 250 (two hundred and fifty) ground run engine tests for a further 6 (six) successive months having regard to~~ confirmed airline plans to undertake ~~additional~~ aircraft maintenance at Gatwick Airport, GAL shall, within the following 9 (nine) months, undertake and conclude a process of discussion and consultation with the Councils with the objective of:

3.1.14.1.1 assessing the impact of such testing on local communities;

3.1.24.1.2 evaluating the feasibility and benefits of alternative means of managing or mitigating any material impact ~~including~~which may include:

(A) increased restrictions on the times of day when tests would be permitted;

(B) changes to the locations favoured for engine tests; ~~and~~

(C) the construction and operation of a ground run pen; ~~and~~

3.1.34.1.3 identifying the preferred means of managing or mitigating any material impact: on local communities,

~~GAL shall subsequently, and if reasonably practicable within six months in accordance with a programme and shall submit to be agreed with the Councils, introduce such measures as may be agreed with the Aircraft Engine Testing Mitigation Plan for approval by the Councils as appropriate prior to manage or the conclusion of the 9 (nine) month period.~~

4.2 If the Councils (acting reasonably) refuse the Aircraft Engine Testing Mitigation Plan prior to the conclusion of the 9 (nine) month period, GAL shall take immediate steps to mitigate the identified material impact on the local community by management measures but if these fail then to reduce the number of ground noise arising from run engine testing saving that in the event of the tests (as reported on an

annual basis) occurring within any rolling six-month period below 250 (two hundred and fifty).

4.3 GAL shall implement any Aircraft Engine Testing Mitigation Plan submitted by them and which is approved by the Councils in accordance with the timeframe set out therein.

4.4 In the event that an Aircraft Engine Testing Mitigation Plan as approved by the Councils provides for the construction of a ground run pen ~~being~~as the agreed means of mitigation, GAL ~~will~~shall, within 6 (six) months of ~~agreeing~~approval of the mitigation programmeAircraft Engine Testing Mitigation Plan (or such other longer timeframe as is agreed with the Councils, ~~seek~~) use reasonable endeavours to secure any required consents and, following permission, implement the permissions (including planning permission) for the same and:

4.4.1 in the event that GAL secures all required consents and permissions, GAL shall provide a ground run pen as soon as is reasonably practicable and thereafter maintain ~~the same~~ in use in accordance with the Aircraft Engine Testing Mitigation Plan as approved by the Councils;

3.1.44.4.2 in the event that GAL is not able to secure all required consents and permissions within 6 (six) months or such longer period as is agreed with the Council, GAL shall, at the conclusion of the agreed timeframe, submit an updated Aircraft Engine Testing Mitigation Plan to the Councils for approval.

4.5. PROGRAMME OF ENGAGEMENT ABOUT NOISE

4.45.1 GAL shall undertake and fund an annual programme of engagement ~~which shall include an annual meeting, including a noise forum,~~ to explain and educate local authority members/staff, members of GATCOM, and other ~~invited guests~~third parties (which may include community noise groups) about noise issues and airspace change at the Airport.

5.2 The annual programme of engagement must include an annual meeting where GAL will report on the performance of the airport in the preceding year and provide updates on initiatives being considered in relation to noise at Gatwick Airport.

SCHEDULE 3 SURFACE ACCESS

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Aviation Policy Framework" means the Aviation Policy Framework Annex B published by the Secretary of State for Transport in March 2013;

"Airport Surface Access Strategy" or **"ASAS"** means the Airport Surface Access Strategy dated May 2018 as may be updated from time to time;

"Fastway Bus Service" means the bus service to and from Gatwick Airport operated by Metrobus (Brighton & Hove Bus and Coach Company Ltd whose company number is 00307468, trading as "Metrobus");

"Gatwick Area Transport Forum" means the forum established under the Transport Act 2000 and the Aviation Policy Framework to draw up targets for decreasing the proportion of private car journeys to Gatwick Airport, to devise a strategy to achieve the targets, and to oversee its implementation;

"Gatwick Parking Meeting" means a meeting of the Councils, the Adjoining Authorities and GAL to discuss any issues relating to long-term Gatwick Airport parking both on and off-airport in order to minimise the level of unauthorised parking;

"NATS" means NATS Holdings Limited whose company number is 04138218;

"Off-Airport Parking Support Contribution" means the sum of ~~£35,000~~£49,500 (forty-nine thousand and five hundred pounds) to be paid in accordance with paragraph ~~7.5~~5;

"Operational User" means any person on duty who is operational Staff, a contractor or an agent of GAL, H.M. Customs, H.M. Immigration, Port Health, NATS, the CAA, the Sussex Constabulary or the Surrey Constabulary;

"Port Health" means the function of CBC located at 122 Timberham House, London, Gatwick RH6 0EY;

"Povey Cross Access" means the access to Gatwick Airport labelled as such on the figure in ~~Appendix 2~~Appendix 2;

"Povey Cross Buses" means a local public service bus or a Fastway Bus Service;

"Proposed Mitigation" means the measures proposed by a TMF Applicant in ~~their~~the TMF Application ~~for funding from the TMF made to the TMFDG~~;

"Proposed Sum" means the sum requested ~~by~~in a TMF ~~Applicant to the TMFDG~~Application to carry out the Proposed Mitigation ~~in their TMF Application~~;

"Red Route Contravention" means a road traffic offence for which GAL, as highway authority, has authority to enforce a fine;

"Staff" means persons whose employment is located at Gatwick Airport;

"Staff Car Park Pass Holder" means a member of Staff who holds a valid Staff Car Park Pass;

"Staff Car Park Pass" means a pass provided by GAL to members of Staff to allow them to park their vehicle in designated areas across Gatwick Airport, such areas are subject to change from time to time;

~~"Sustainable Transport Fund" or "STF" means the value of the fund of that name under the 2022 Agreement or such other section 106 agreement as has been entered into by the parties pursuant to the 2022 Agreement at the Commencement Date together with the contributions made by GAL pursuant to paragraph 4 from time to time;~~

"Surface Access Commitments" means the document certified as such by the Secretary of State under Article [x] of the Development Consent Order;

"Transport Forum Steering Group" or "TFSG" means the group established to progress topical issues and emerging policies and operates in accordance with the terms of reference at ~~Appendix 3;~~ **Appendix 3;**

"Transport Mitigation Fund" or "TMF" means the sum of £10 million to be used to fund Proposed Mitigation which has been approved by the TMFDG;

"TMF Applicant" means any local and regional stakeholders from local authorities, transport operators, agencies, or representative bodies (but not to include Parish Councils) who has submitted a TMF Application to the TMFDG from time to time;

"TMF Application" means an application for funding from the TMF submitted by a TMF Applicant to the TMFDG from time to time; and

"TMF Decision Group" or "TMFDG" means the group established pursuant to this Schedule to determine applications for funding from the TMF;

~~"TMF Applicant" means a member of the TFSG who has submitted a TMF Application to the TMFDG from time to time; and~~

~~"TMF Application" means an application for funding from the TMF submitted by a TMF Applicant to the TMFDG from time to time.~~

2. GATWICK AREA TRANSPORT FORUM

- 2.1 The Gatwick Area Transport Forum shall meet annually unless otherwise agreed with the members of the Gatwick Area Transport Forum.
- 2.2 GAL shall be responsible for the administration of convening and holding meetings of the Gatwick Area Transport Forum.

3. TRANSPORT FORUM STEERING GROUP

- 3.1 The Transport Forum Steering Group (TFSG) shall meet quarterly unless otherwise agreed by the parties.
- ~~3.2~~ GAL shall be responsible for the administration of convening and holding meetings of the TFSG in accordance with the TFSG Terms of Reference in **Appendix 3** ~~Appendix 3~~ as amended from time to time in accordance with the process set out therein.

~~4. SUSTAINABLE TRANSPORT FUND~~

- ~~4.1 From the Commencement Date, the Sustainable Transport Fund shall be made available to provide funding to initiatives aimed at increasing the use of sustainable transport modes and in support of delivering the commitments in the Surface Access Commitments.~~
- ~~4.2 On or before 31 March in any year following the Commencement Date, GAL shall make a payment to the Sustainable Transport Fund calculated on the basis of the values from the preceding calendar year and shall be the sum of:~~
 - ~~4.2.1 £10 per annum for each Staff Car Park Pass Holder;~~
 - ~~4.2.2 a levy on the total supply of spaces in public car parks operated and available for operation by or on behalf of GAL in the preceding year at the rate per space of £34.75;~~

- ~~4.2.3~~ 1.8% of the fees collected each calendar year from the drivers of vehicles using the terminal forecourt passenger drop-off zones;
- ~~4.2.4~~ 100% of the funds generated through fines for Red Route Contraventions; and
- ~~4.2.5~~ any sums brought forward from previous years.
- ~~4.3~~ Unless otherwise agreed with the Councils, in each calendar year GAL shall invest a minimum of 50% of the financial value of the STF in initiatives identified in the Surface Access Commitments.
- ~~4.4~~ GAL shall not be required to make payment into the STF pursuant to paragraph 4.2 in any year to the extent that such payment would increase the unallocated funds in the STF to or above a value of £10 million.
- ~~4.5~~ Following the end of the Monitoring Period, if the Councils agree with GAL that the targets in the Surface Access Commitments have been met, the Councils may confirm in writing that GAL is not required to make payment into the Sustainable Transport Fund pursuant to paragraph 4.2 in any particular year.
- ~~4.6~~ On or before 31 March of any year following the Commencement Date until the end of the Monitoring Period, GAL shall submit to the Councils a statement detailing the use of the STF over the preceding calendar year including:
- ~~4.6.1~~ the value of funds contributed to the STF;
- ~~4.6.2~~ details of payments out of the STF;
- ~~4.6.3~~ a description of the initiatives that were paid for by the STF; and
- ~~4.6.4~~ the remaining balance of the STF.

~~5.~~ **INVESTMENT IN BUS AND COACH SERVICES**

- ~~5.1~~ Between the Commencement Date until the end of the Monitoring Period GAL shall invest a minimum of £10 million to support the introduction or operation or use of bus and coach services.
- ~~5.23.2~~ On or before 31 March of any year following the Commencement Date until the end of the Monitoring Period, GAL shall submit to the Councils a statement setting out the investment in the introduction or operation or use of bus and coach services committed to in the preceding year.

~~6.4.~~ **USE OF POVEY CROSS**

~~6.14.1~~ GAL shall restrict the use of the Povey Cross Access to:

- ~~6.1.14.1.1~~ Povey Cross Buses;
- ~~6.1.24.1.2~~ emergency service vehicles on duty;
- ~~6.1.34.1.3~~ Operational Users;
- ~~6.1.44.1.4~~ a maximum of 350 Staff Car Park Pass Holders, who also satisfy all of the following requirements:
- (i) their main place of work is located in those parts of Gatwick Airport to which access is provided via Povey Cross Access;
 - (ii) they are entitled to park within those parts of Gatwick Airport;
 - (iii) their home residence is in postcode areas RH1 to RH6 inclusive;
 - (iv) there is no local bus service between their home and main place of work at times consistently aligned with their working hours; and
 - (v) excepting Operational Users, their use of their pass is for travel between their home and place of work only;

6.1.54.1.5 other vehicles in exceptional circumstances; and

6.1.64.1.6 such other user(s) including the operators of courtesy bus services as GAL may approve following prior consultation with the Councils, Surrey County Council and Mole Valley District Council.

6.24.2 On or before 31 March in any year following the Commencement Date ~~until the end of the Monitoring Period~~, GAL shall report to CBCSCC:

6.2.14.2.1 the number of Staff Car Park Pass Holders in the preceding calendar year; and

6.2.24.2.2 the number of vehicle movements through the Povey Cross Access in the preceding calendar year.

until such time as it is agreed in writing between GAL, Surrey County Council and Mole Valley District Council that reporting in accordance with this obligation is no longer required (Provided That this shall not be earlier than the expiry of the Monitoring Period).

7.5. **OFF-AIRPORT PARKING SUPPORT CONTRIBUTION**

7.45.1 On or before the Commencement of Dual Runway Operations and annually thereafter until the end of the Monitoring Period, GAL shall pay CBC the Off-Airport Parking Support Contribution ~~for the purposes of off-airport traffic management and/or parking control and enforcement with the intention of limiting unauthorised parking, deterring rat running and maintaining traffic flow.~~

7.25.2 CBC shall only use the Off-Airport Parking Support Contribution for the purposes of off-airport traffic management and/or parking control and enforcement with the intention of limiting unauthorised parking, deterring rat running and maintaining traffic flow.

7.35.3 On or before the first anniversary of the Commencement of Dual Runway Operations until the end of the Monitoring Period, CBC shall report on the spending of the Off-Airport Parking Support Contribution to GAL, WSCC and RBBC. The report must include: so far as possible:

7.3.15.3.1 the sums spent in the preceding year;

7.3.25.3.2 a description of the measures implemented; and

7.3.35.3.3 a description of the outcomes achieved.

8.6. **GATWICK PARKING MEETING**

8.16.1 The Gatwick Parking Meeting shall occur ~~twice a year~~ annually unless otherwise agreed by the parties.

8.26.2 CBC shall be responsible for the administration of convening and holding the Gatwick Parking Meeting ~~which shall include GAL, WSCC, RBBC and the Adjoining Authorities.~~

9.7. **TRANSPORT MITIGATION FUND DECISION GROUP**

9.17.1 On or before the Commencement of Dual Runway Operations, GAL shall establish the Transport Mitigation Fund Decision Group (TMFDG) which shall exist until the ~~end of the Monitoring Period~~ fifteenth anniversary of completion of the SRN highway works to assess and determine applications for funding from the TMF.

9.27.2 The TMFDG shall comprise:

9.2.17.2.1 one representative of GAL;

- 9.2.27.2.2 one representative of CBC;
- 9.2.37.2.3 one representative of WSCC;
- 9.2.47.2.4 one representative of Surrey County Council;
- 9.2.57.2.5 one representative of National Highways; and
- 9.2.67.2.6 one representative of Network Rail

or such alternates as may be nominated by those representatives from time to time.

9.37.3 The TMFDG shall:

- 9.3.17.3.1 meet no later than three months after the Commencement of Dual Runway Operations and then annually unless ~~otherwise agreed by the TMFDG~~ it becomes necessary to consider a TMF Application within the timescale at paragraph 8.6;
- 9.3.27.3.2 be quorate if at least three members (at least one of which is a member representing GAL) are present;
- 9.3.37.3.3 be chaired by the member representing GAL; and
- 9.3.47.3.4 make such administrative arrangements and terms of reference as it considers appropriate for its proper and efficient functioning from time to time.

9.47.4 The purpose and function of the TMFDG is to:

- 9.4.17.4.1 review TMF Applications; and
- 9.4.27.4.2 determine whether a TMF Application should be granted funding from the TMF;

9.57.5 GAL shall be responsible for the administration of convening and holding meetings of the TMFDG.

40.8. TRANSPORT MITIGATION FUND

40.18.1 From the Commencement of Dual Runway Operations until ~~end the fifteenth anniversary of the Monitoring Period, completion of the SRN highway works~~ GAL shall make available the Transport Mitigation Fund.

40.28.2 Once the TMFDG has been established, any ~~member of the TFSG~~ TMF Applicant may submit ~~an application to the TMFDG for funding from the TMF (a "TMF Application")~~ to the TMFDG.

40.38.3 Any TMF Application submitted pursuant to paragraph 40.28.2 must include:

- 40.3.18.3.1 evidence of an impact on the highway network, the railway network, or the public right of way network and evidence that the identified impact is directly related to the ~~increased capacity of Gatwick Airport~~ Authorised Development and that the TMF Applicant considers that the identified impact requires mitigation;
- 40.3.28.3.2 ~~proposed mitigation measures (the "Proposed Mitigation") and including~~ evidence that ~~such measures~~ the Proposed Mitigation would be effective in addressing the identified impact;
- 40.3.38.3.3 ~~the value required from the TMF to deliver the Proposed Mitigation (the "Proposed Sum")~~; and

10.3.48.3.4 in the event that funding is granted, the proposed reporting to the TMFDG on the use of the funds and on the effectiveness of the Proposed Mitigation in addressing the identified impact.

10.48.4 Within one month of the TMFDG's receipt of a TMF Application, GAL must either:

10.4.18.4.1 provide a recommendation to the TMFDG on the TMF Application; or

10.4.28.4.2 notify TMFDG that GAL requires further investigations to be carried out and further information provided to consider the TMF Application and prepare its recommendation to the TMFDG.

8.5 Any member of the TMFDG may request within one month of receipt of a TMF Application from the TMF Applicant further investigations to be carried out and further information provided to consider the TMF Application.

10.58.6 Any TMF Application must be determined by the TMFDG within ~~one year~~ 6 months of receipt of the TMF Application (or (if later) the date of receipt of further information required in accordance with paragraph 8.4.2 or 8.5) unless otherwise agreed with the TMF Applicant.

10.68.7 The TMFDG shall only approve the use of a Proposed Sum to fund Proposed Mitigation where it is demonstrated to the unanimous satisfaction of the TMFDG, acting reasonably, that the impact which has been identified in the TMF Application has arisen as a result of the increased capacity of Gatwick Airport.

8.8 For the avoidance of doubt, the provisions of clause [10] (Resolution of Disputes) apply to any decision by a member of the TMFDG which is also a party to this Deed.

10.78.9 If the TMFDG unanimously decides that it is necessary to provide mitigation to address the impact identified in the TMF Application, it may:

10.7.18.9.1 unanimously approve the use of the Proposed Sum from the TMF for the Proposed Mitigation and set out the necessary monitoring requirements; or

10.7.28.9.2 unanimously propose the use of such alternative sum from the TMF as the TMFDG reasonably considers necessary to mitigate the impacts identified and set out the necessary monitoring requirements.

10.88.10 On or before 31 March of any year following the Commencement of Dual Runway Operations until the end of the Monitoring Period, GAL shall submit to the TMFDG a statement detailing the use of the TMF over the preceding year including:

10.8.18.10.1 details of payments out of the TMF;

10.8.28.10.2 a description of the initiatives that were paid for by the TMF; and

10.8.38.10.3 the remaining balance of the TMF.

**SCHEDULE 4
LONDON GATWICK COMMUNITY FUND**

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Area of Benefit Kent" means the geographical area within the administrative boundary of Tonbridge & Malling, Tunbridge Wells, and Sevenoaks;

"Area of Benefit Surrey" means the geographical area within the administrative boundary of Mole Valley, Reigate & Banstead, and Tandridge;

"Area of Benefit Sussex" means the geographical area within the administrative boundary of Crawley, Horsham, Mid-Sussex and Wealden;

"Awards Panel Kent" means a panel established for the purposes of assessing applications for grants made out of the London Gatwick Community Sub-Fund Kent;

"Awards Panel Surrey" means a panel established for the purposes of assessing applications for grants made out of the London Gatwick Community Sub-Fund Surrey;

"Awards Panel Sussex" means a panel established for the purposes of assessing applications for grants made out of the London Gatwick Community Sub-Fund Sussex;

"Kent Community Foundation" means the registered charity of that name whose registered charity number is 1084361 and whose company number is 04088589;

"Community Foundation for Surrey" means the registered charity of that name whose registered charity number is 1111600 and whose company number is 5442921;

"East Sussex County Council" means the county council of that name whose office is at County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE (as may be updated from time to time);

"Sussex Community Foundation" means the registered charity of that name whose registered charity number is 1113226 and whose company number is 05670692;

"Fund Agreement Kent" means a deed to be entered into between GAL and the Community Foundation for Kent providing for the payment of the London Gatwick Community Sub-Fund Kent ~~for and~~ the ~~purpose terms~~ of ~~mitigating which shall comply with~~ the ~~intangible and residual impacts provisions~~ of the ~~Project by enhancing the quality~~ paragraph 3.1 of life of communities within the Area of Benefit Kent this Schedule;

"Fund Agreement Surrey" means a deed to be entered into between GAL and the Community Foundation for Surrey providing for the payment of the London Gatwick Community Sub-Fund Surrey ~~for and~~ the ~~purpose terms~~ of ~~mitigating which shall comply with~~ the ~~intangible and residual impacts provisions~~ of the ~~Project by enhancing the quality~~ paragraph 4.1 of life of communities within the Area of Benefit Surrey this Schedule;

"Fund Agreement Sussex" means a deed to be entered into between GAL and the Community Foundation for Sussex providing for the payment of the London Gatwick Community Sub-Fund Sussex ~~for and~~ the ~~purpose terms~~ of ~~mitigating which~~

shall comply with the ~~intangible and residual impacts~~ provisions of the Project by enhancing the quality ~~paragraph 5.1~~ of life of communities within the Area of Benefit Sussex ~~this Schedule~~;

"London Gatwick Community Fund" means the ~~total amount of the Sums~~ fund to be paid to each Relevant Community Fund in accordance with ~~paragraph 2.1~~ made available for the purpose of mitigating the intangible and ~~2.2~~ for the purposes of furthering any or all charitable purposes that will ~~residual impacts of the Project and the operation of Gatwick Airport so as to~~ improve the quality of life of ~~such persons~~ those impacted by the operation of Gatwick Airport including the advancement, provision and/or relief of their economic, environmental, social, health, educational, employment and financial circumstances;

"London Gatwick Community Sub-Fund Kent" means the ~~Sums to be paid to the restricted fund available for use by the Kent~~ Community Foundation to be used solely for the purposes of the London Gatwick Community Fund within the Area of Benefit Kent in accordance with ~~paragraph 2.3~~ the terms of the Fund Agreement Kent;

"London Gatwick Community Sub-Fund Surrey" means the ~~Sums to be paid to the restricted fund available for use by~~ the Community Foundation for Surrey in accordance with ~~paragraph 2.3~~ to be used solely for the purposes of the London Gatwick Community Fund within the Area of Benefit Surrey in accordance with the terms of the Fund Agreement Surrey;

"London Gatwick Community Sub-Fund Sussex" means the ~~Sums to be paid to the restricted fund available for use by the Sussex~~ Community Foundation to be used solely for the purposes of the London Gatwick Community Fund within the Area of Benefit Sussex in accordance with ~~paragraph 2.3~~ the terms of the Fund Agreement Sussex;

"Kent County Council" means the County Council of that name whose office is County Hall Sessions House, Maidstone, Kent ME14 1XQ (as may be updated from time to time);

"Noise Supplements" means supplements to the charges normally paid by aircraft operators for the landing taking-off and parking of aircraft to which operators may be subject in respect of aircraft departures that infringe noise thresholds promulgated in the UK Aeronautical Information Publication and measured by the airport noise and track keeping system;

"Passenger Calculation Sum" means ~~(the number of passengers to have travelled through Gatwick Airport within the Relevant Period minus 50 million) multiplied by 2 pence~~;

"Relevant Amount" means the amount of the London Gatwick Community Fund as calculated from time to time in accordance with paragraph 2.2 of this Schedule;

"Relevant Area of Benefit" means the Area of Benefit Kent, Area of Benefit Surrey or Area of Benefit Sussex (as the case may be);

"Relevant Community Foundation" means the Community Foundation for Surrey, the Kent Community Foundation, or ~~the~~ Sussex Community Foundation (as the case may be);

"Relevant Community Sub-Fund" means the Gatwick Community ~~Sub-Fund~~ Kent, the Gatwick Community ~~Sub-Fund~~ Surrey or the Gatwick Community ~~Sub-Fund~~ Sussex (as the case may be);

"Relevant Fund Agreement" means the Fund Agreement Kent, the Fund Agreement Surrey or the Fund Agreement Sussex (as the case may be);

"Relevant Local Authorities" means Kent County Council, ~~Surrey County Council~~SCC and ~~West Sussex County Council~~WSCC (as the case may be); and

~~"Surrey County Council" means the County Council of that name whose office is Woodhatch Place, 11 Cockshot Hill, Woodhatch, Reigate, RH2 8EF (as may be updated from time to time);~~

"Trust Documents" means the constitutional documentation and any other documentation required to be entered into in the event that GAL pursuant to paragraph ~~66~~ ceases to pay the Relevant Community ~~Sub-Fund~~ to the Relevant Community Foundation in order to establish a charity the purpose of which is to receive and apply the remainder of the Relevant Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Relevant Area of Benefit.

2. **SUMS TO BE TRANSFERRED ANNUALLY TO THE THREE COMMUNITY FOUNDATIONS**

2.1 The value of the London Gatwick Community Fund will be determined annually on the anniversary of the Commencement Date, and will be calculated in accordance with paragraph 2.2 of this Schedule on the basis of the number of passengers to have ~~used~~travelled through Gatwick Airport in the preceding year between ~~the period from and including~~ 1 January to and including 31 December, in each given year ("**Relevant Period**").

2.2 ~~The~~Subject to paragraph 2.3, the value of the London Gatwick Community Fund will be:

2.2.1 an amount equal to £50,000 in the event of less than 10 million passengers in the Relevant Period;

2.2.2 an amount equal to £100,000 in the event of 10 – 20 million passengers in the Relevant Period;

2.2.3 an amount equal to £150,000 in the event of 20 – 30 million passengers in the Relevant Period;

2.2.4 an amount equal to £200,000 in the event of 30 – 40 million passengers in the Relevant Period;

2.2.5 an amount equal to £250,000 in the event of 40 - 50 million passengers in the Relevant Period;

an amount equal to ~~£300~~£250,000 in (fifty thousand pounds) plus the Passenger Calculation Sum in the event of over ~~50–60~~ million passengers in the Relevant Period;

~~2.2.6 an amount equal to £400,000 in the event of 60 – 70 million passengers in the Relevant Period;~~

~~2.2.7 an amount equal to £600,000 in the event of 70 – 80 million passengers in the Relevant Period; and~~

~~2.2.8 an amount equal to £1,000,000 in the event of over 80 million passengers in the Relevant Period~~

plus any Noise Supplements ~~accrued~~received by GAL during the Relevant Period.

~~2.3 The sums ("Sums") to be transferred annually on [date]~~On or before 30 March in any year following the Commencement Date, GAL shall transfer the Relevant Amount

to each of the Kent Community Foundation, the Community Foundation for Surrey, and the Sussex Community Foundation will be in the following proportions:

2.3.1 one third of the London Gatwick Community Fund, such Sums to be applied by the Kent Community Foundation;

2.3.2 one third of the Relevant London Gatwick Community Fund in accordance with to the Relevant Community Foundation for Surrey; and

2.2.92.3.3 one third of the London Gatwick Community Fund Agreement for the purpose of mitigating to the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Relevant Area of Benefit Sussex Community Foundation.

3. **LONDON GATWICK COMMUNITY SUB-FUND KENT**

~~3.1 The London Gatwick Community Sub-Fund Kent is to be held as a restricted fund for the benefit of persons living within the Kent Area of Benefit to further any or all charitable purposes that will improve the quality of life of such persons including the advancement, provision and/or relief of their economic, environmental, social, health, educational, employment and financial circumstances.~~

~~3.2.1~~ 3.2.1 The Fund Agreement Kent shall ~~provide~~ include terms as follows:

the Awards Panel Kent

3.2.13.1.1 ~~The~~ The Awards Panel Kent shall comprise no more than six members, with two of those members being GAL representatives, at least one being from the Kent Community Foundation, and one being from Kent County Council (should Kent County Council be unable to send a representative the panel shall continue to meet and fulfil its objectives).

3.2.23.1.2 ~~a~~ A Kent Community Foundation representative shall act as a neutral chair of the Awards Panel Kent;

3.2.33.1.3 ~~the~~ The Kent Community Foundation shall appoint the remaining Awards Panel Kent members and invite applications for those positions, such appointments to be reviewed from time to time ~~and the application process and the review process shall be publicised widely in a manner agreed by the Awards Panel Kent; and~~

the Payment and administration

3.1.4 ~~Arrangements for the payment and administration of the London Gatwick Community Sub-Fund Kent.~~

3.1.5 ~~The London Gatwick Community Sub-Fund Kent shall be available to be awarded to applicants and used for the administration cost of the London Gatwick Community Sub-Fund Kent such administration cost not to exceed 10% of the value of the London Gatwick Community Sub-Fund Kent in any year.~~

3.1.6 ~~The use of the London Gatwick Community Sub-Fund Kent shall not be time-limited and any funds not awarded in a 12 month period will be rolled forward for the next year.~~

Application process and use of funds

3.1.7 ~~Eligibility criteria for making an application for use of the London Gatwick Community Sub-Fund Kent.~~

3.1.8 The review process to be followed by the Awards Panel Kent upon receipt of an application including the criteria against which applications shall be measured in accordance with paragraph 3.2 below and which shall be publicised widely in a manner agreed by the Awards Panel Kent.

3.1.9 The London Gatwick Community Sub-Fund Kent may not be applied ~~for any purpose outside~~ otherwise than for the purposes set out in this Deed and in accordance with the charitable objectives of the Kent Community Foundation ~~and~~.

3.1.10 Vest such powers as may be necessary in the Awards Panel Kent so as to enable the Awards Panel Kent to use the London Gatwick Community Sub-Fund Kent for the purpose set out within this Deed within the Area of Benefit Kent.

3.2.43.1.11 That the Kent Community Foundation shall consult the Awards Panel Kent before changing its charitable objectives to ensure that the purposes of the London Gatwick Community Sub-Fund Kent are not thereby prejudiced.

~~The Fund Agreement Kent shall vest such powers as may be necessary in the Awards Panel Kent so as to enable the Awards Panel to take into account the improvement~~
Reporting and monitoring

3.1.12 The reporting requirements of the ~~quality of life of such persons living within the Area of Benefit Kent and that when the criteria for the application Kent Community Foundation in respect~~ of the London Gatwick Community Sub-Fund Kent ~~are developed, they are able to reflect~~ which shall include annual reporting to enable GAL to comply with its reporting obligations set out in this ~~and~~ Deed at paragraph 7.

~~3.31.1~~ In determining any application for the use of the London Gatwick Community Sub-Fund Kent, the Awards Panel Kent shall give priority to

~~3.3.11.1.1~~ those schemes, measures and projects which support:

~~(A) further employment, training and skills in the local area;~~

~~(B)(A) families and children in need;~~

~~(C)(A) combating social isolation and disadvantage;~~

3.2 ~~providing opportunities for young people;~~

3.2.1 those schemes, measures and projects which support:

(A) further employment, training and skills in the local area;

(B) families and children in need;

(C) combating social isolation and disadvantage;

~~(D) providing opportunities for young people; and~~

(D)

(E) improving access to facilities for the elderly and seek to reduce isolation in the older generation;

(F) landscaping and ecological enhancement; and

(G) community facilities;

~~3.3.23.2.2~~ and those schemes, measures, and projects which:

- ~~(A)~~ can demonstrate how the applicant has been affected by the construction and operation of the Project or the operation of Gatwick Airport including proximity to Gatwick Airport;
- ~~(A)~~(B) are not inconsistent with approved policies or plans of relevant local authorities;
- ~~(B)~~(C) have been identified as priorities to the communities within parish and/or community plans;
- ~~(C)~~(D) can demonstrate overall value for money in terms of cost and effectiveness;
- ~~(D)~~(E) can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit Kent; and
- ~~(E)~~(F) complement other measures committed in this Deed or practised by the parties.

~~3.43.3~~ On or before the Commencement Date GAL shall enter into ~~at~~the Fund Agreement Kent with the Kent Community Foundation ~~prior to the Commencement Date to which shall secure the terms set out in this Deed at paragraph 3.1 and 3.2 and shall provide for the payment and administration~~evidence of the Sums paid by GAL pursuant ~~to paragraph 2.3~~same to WSCC and CBC.

4. LONDON GATWICK COMMUNITY SUB-FUND SURREY

~~4.1~~ The London Gatwick Community Sub-Fund Surrey is to be held as a restricted fund for the benefit of persons living within the Surrey Area of Benefit to further any or all charitable purposes that will improve the quality of life of such persons including the advancement, provision and/or relief of their economic, environmental, social, health, educational, employment and financial circumstances.

~~4.24.1~~ The Fund Agreement Surrey shall ~~provide~~include terms as follows:

Awards Panel Surrey

~~4.2.14.1.1~~ the Awards Panel Surrey shall comprise no more than six members, with two of those members being GAL representatives, at least one being from, ~~one being from~~ the Community Foundation for Surrey, and one being from Surrey County Council (should Surrey County Council be unable to send a representative the panel shall continue to meet and fulfil its objectives).

~~4.2.24.1.2~~ a Community Foundation for Surrey representative shall act as a neutral chair of the Awards Panel Surrey;

~~4.2.34.1.3~~ the Community Foundation for Surrey shall appoint the remaining Awards Panel Surrey members and invite applications for those positions, such appointments to be reviewed from time to time ~~and the application process and the review process shall be publicised widely in a manner agreed by the Awards Panel Surrey; and~~

the Payment and administration

~~4.1.4~~ Arrangements for the payment and administration of the London Gatwick Community Sub-Fund Surrey.

~~4.1.5~~ The London Gatwick Community Sub-Fund Surrey shall be available to be awarded to applicants and used for the administration cost of the London Gatwick Community Sub-Fund Surrey such administration cost not to

exceed 10% of the value of the London Gatwick Community Sub-Fund Surrey in any year.

4.1.6 The use of the London Gatwick Community Sub-Fund Surrey shall not be time-limited and any funds not awarded in a 12 month period will be rolled forward for the next year.

Application process and use of funds

4.1.7 Eligibility criteria for making an application for use of the London Gatwick Community Sub-Fund Surrey.

4.1.8 The review process to be followed by the Awards Panel Surrey upon receipt of an application including the criteria against which applications shall be measured in accordance with paragraph 4.2 below and which shall be publicised widely in a manner agreed by the Awards Panel Surrey.

4.1.9 The London Gatwick Community Sub-Fund Surrey may not be applied for any purpose outside otherwise than for the purposes set out in this Deed and in accordance with the charitable objectives of the Community Foundation for Surrey and.

4.1.10 Vest such powers as may be necessary in the Awards Panel Surrey so as to enable the Awards Panel Surrey to use the London Gatwick Community Sub-Fund Surrey for the purpose set out within this Deed within the Area of Benefit Surrey.

4.2.44.1.11 That the Community Foundation for Surrey shall consult the Awards Panel for Surrey before changing its charitable objectives to ensure that the purposes of the London Gatwick Community Sub-Fund Surrey are not thereby prejudiced.

~~The Fund Agreement Surrey shall vest such powers as may be necessary in the Awards Panel Surrey so as to enable the Awards Panel Surrey to take into account the improvement~~
Reporting and monitoring

4.1.12 The reporting requirements of the ~~quality of life of such persons living within the Area of Benefit Surrey and that when the criteria~~Community Foundation for ~~the application~~Surrey in respect of the London Gatwick Community Sub-Fund Surrey ~~are developed, they are able to reflect~~which shall include annual reporting to enable GAL to comply with its reporting obligations set out in this ~~and~~Deed at paragraph 7.

4.34.2 In determining any application for the use of the London Gatwick Community Sub-Fund Surrey, the Awards Panel Surrey shall give priority to:

4.3.14.2.1 those schemes, measures and projects which support:

- (A) further employment, training and skills in the local area.
- (B) families and children in need;
- (C) combating social isolation and disadvantage;
- (D) providing opportunities for young people; and
- (E) improving access to facilities for the elderly and seek to reduce isolation in the older generation;

(F) landscaping and ecological enhancement; and

(G) community facilities;

4.3.24.2.2 and those schemes, measures and projects which:

(A) can demonstrate how the applicant has been affected by the construction and operation of the Project or the operation of Gatwick Airport including proximity to Gatwick Airport;

~~(A)~~(B) are not inconsistent with approved policies or plans of relevant local authorities;

~~(B)~~(C) have been identified as priorities to the communities within parish and/or community plans;

~~(C)~~(D) can demonstrate overall value for money in terms of cost and effectiveness;

~~(D)~~(E) can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit Surrey; and

~~(E)~~(F) complement other measures committed in this Deed or practised by the parties.

4.44.3 On or before the Commencement Date GAL shall enter into a Fund Agreement Surrey with the Community Foundation for Surrey ~~prior to the Commencement Date to which shall secure the terms set out in this Deed at paragraph 4.1 and 4.2 and shall provide for the payment and administration~~evidence of the Sums paid by GAL pursuant to paragraph 2.3 same to WSCC and CBC.

5. LONDON GATWICK COMMUNITY SUB-FUND SUSSEX

~~5.1 The London Gatwick Community Sub-Fund Sussex is to be held as a restricted fund for the benefit of persons living within the Sussex Area of Benefit to further any or all charitable purposes that will improve the quality of life of such persons including the advancement, provision and/or relief of their economic, environmental, social, health, educational, employment and financial circumstances.~~

5.25.1 The Fund Agreement Sussex shall ~~provide~~include terms as follows:

Awards Panel Sussex

5.2.15.1.1 the Awards Panel Sussex shall comprise no more than six members, with two of those members being GAL representatives, at least one being from Sussex Community Foundation, one being from East Sussex County Council and one being from WSCC (should East Sussex County Council or WSCC be unable to send a representative the panel shall continue to meet and fulfil its objectives).

5.2.25.1.2 a Sussex Community Foundation representative shall act as a neutral chair of the Awards Panel Sussex;

5.2.35.1.3 The Sussex Community Foundation shall appoint the remaining Awards Panel Sussex members and invite applications for those positions, such appointments to be reviewed from time to time ~~and the application process and the review process shall be publicised widely in a manner agreed by the Awards Panel Sussex; and~~

Payment and administration

5.1.4 Arrangements for the payment and administration of the London Gatwick Community Sub-Fund Sussex.

5.1.5 The London Gatwick Community Sub-Fund Sussex shall be available to be awarded to applicants and used for the administration cost of the London Gatwick Community Sub-Fund Sussex such administration cost not to exceed 10% of the value of the London Gatwick Community Sub-Fund Sussex in any year.

5.1.6 The use of the London Gatwick Community Sub-Fund Sussex shall not be time-limited and any funds not awarded in a 12 month period will be rolled forward for the next year.

Application process and use of funds

5.1.7 Eligibility criteria for making an application for use of the London Gatwick Community Sub-Fund Sussex.

5.1.8 The review process to be followed by the Awards Panel Sussex upon receipt of an application including the criteria against which applications shall be measured in accordance with paragraph 5.2 below and which shall be publicised widely in a manner agreed by the Awards Panel Sussex.

5.1.9 The London Gatwick Community Sub-Fund Sussex may not be applied for any purpose outside otherwise than for the purposes set out in this Deed and in accordance with the charitable objectives of the Sussex Community Foundation and.

5.1.10 Vest such powers as may be necessary in the Awards Panel Sussex so as to enable the Awards Panel Sussex to use the London Gatwick Community Sub-Fund Sussex for the purpose set out within this Deed within the Area of Benefit Sussex.

5.2.45.1.11 That the Sussex Community Foundation shall consult the Awards Panel for Sussex before changing its charitable objectives to ensure that the purposes of the London Gatwick Community Sub-Fund Sussex are not thereby prejudiced.

Reporting and monitoring

5.1.12 The Fund Agreement reporting requirements of the Sussex shall vest such powers as may be necessary Community Foundation in the Awards Panel Sussex so as to enable the Awards Panel Sussex to take into account the improvement of the quality of life of such persons living within the Area of Benefit Sussex and that when the criteria for the application respect of the London Gatwick Community Sub-Fund Sussex are developed, they are able to reflect this and which shall include annual reporting to enable GAL to comply with its reporting obligations set out in this Deed at paragraph 7.

5.2 In determining any application for the use of the London Gatwick Community Sub-Fund Sussex, the Awards Panel Sussex shall give priority to:

5.2.1 those schemes, measures and projects which support:

(A) further employment, training and skills in the local area;

(B) families and children in need;

(C) combating social isolation and disadvantage;

(D) providing opportunities for young people;

~~5.31.1~~

~~5.3.11.1.1~~ ~~these schemes, measures and projects which support:~~

~~(A) further employment, training and skills in the local area;~~

~~(B)(A) families and children in need;~~

~~(C)(A) combating social isolation and disadvantage;~~

~~(D) providing opportunities for young people; and~~

(E) improving access to facilities for the elderly and seek to reduce isolation in the older generation;

(F) landscaping and ecological enhancement; and

(E)(G) community facilities.

~~5.3.25.2.2~~ and those schemes, measures and projects which:

(A) can demonstrate how the applicant has been affected by the construction and operation of the Project or the operation of Gatwick Airport including proximity to Gatwick Airport;

~~(A)(B)~~ are not inconsistent with approved policies or plans of relevant local authorities;

~~(B)(C)~~ have been identified as priorities to the communities within parish and/or community plans;

~~(C)(D)~~ can demonstrate overall value for money in terms of cost and effectiveness;

~~(D)(E)~~ can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit Sussex; and

~~(E)(F)~~ complement other measures committed in this Deed or practised by the parties.

~~5.45.3~~ On or before the Commencement Date GAL shall enter into a Fund Agreement Sussex with Sussex Community Foundation ~~prior to the Commencement Date~~ ~~to which shall secure the terms set out in this Deed at paragraph 5.1 and 5.2 and shall provide for the payment and administration~~ evidence of the Sums paid by GAL pursuant to paragraph 2.3 ~~same to WSCC and CBC.~~

6. REVIEW OF ARRANGEMENTS

6.1 ~~On or before~~ At any time following the ~~date on which each payment to the Relevant Community Foundation becomes due pursuant to paragraph 2.3, Commencement Date~~ GAL may review the Relevant Community Foundation's administration and the application of the Relevant Community Sub-Fund for the purposes of determining whether the Relevant Community Foundation and the proposals for distribution

and use of the London Gatwick Community Fund remain appropriate given the overall purpose of the same as set out in this Deed PROVIDED THAT in undertaking this review GAL shall consult with the ~~{Relevant Community Foundation and the Relevant Local Authorities}~~ and take into account their reasonable representations.

6.2 Where less than 50% of the Relevant Community Sub-Fund has been distributed for a continuous period of five years, GAL shall carry out a review pursuant to paragraph 6.1.

~~6.26.3~~ Paragraph ~~6.36.4~~ shall apply if, following a review carried out by GAL pursuant to paragraph ~~6.16.1~~, GAL ~~in its absolute discretion~~(and having considered the reasonable representations of the Relevant Community Foundation and the Relevant Local Authorities) determines that it no longer ~~wishes~~considers the administration and application of the Relevant Community Sub-Fund ~~to be administered and applied by the Relevant Community Foundation~~ remains the most appropriate mechanism to achieve the purposes of the London Gatwick Community Fund and serves notice on the Relevant Community Foundation to that effect.

~~6.36.4~~ Where this paragraph applies, GAL shall ~~following the service of a notice on the Relevant Community Foundation in accordance with paragraph 6.2.;~~

6.4.1 agree with the Councils an alternative mechanism to achieve the purposes of the London Gatwick Community Fund; and

6.4.2 provide evidence to the Councils that it has put in place such other mechanism which may include establishing a new charity which shall operate on comparable terms to those set out in this Deed at paragraphs 3.1, 4.1 and 5.1; and

~~6.3.16.4.3~~ 6.4.3 ~~only~~ thereafter cease to make payments to the Relevant Community Foundation pursuant to paragraph ~~2.3;2.3.~~

7. MONITORING AND REPORTING

7.1 GAL shall report to the Councils on an annual basis not renew or enter into any new agreement with the more than 10 Working Days following the anniversary of the Commencement Date the following information for the preceding 12-month period:

7.1.1 evidence to the Councils of a transfer of the Relevant Community Sub-Fund;

~~6.3.27.1.2~~ 7.1.2 ~~the total amount awarded by the Relevant Community Foundation out of the Relevant Community Sub-Fund;~~

~~6.3.3~~ ~~unless alternative arrangements are agreed with [Crawley Borough Council], as soon as reasonably practicable and after having consulted the Relevant Local Authorities and taking into account their reasonable representations, complete the relevant Trust Documents to establish a new charity to administer and apply the remainder of the Relevant Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Relevant Area of Benefit PROVIDED THAT such charity provides for a level of representation for GAL and the Relevant Local Authorities which is equivalent to that set out in paragraphs 3.2.1, 4.2.1, or 5.2.1 as the case may be; and~~

~~6.3.4~~ ~~following the establishment by GAL of a charity pursuant to paragraph 6.3.3, pay the remainder of the Relevant Community Fund to the trustees of that charity~~

7.1.3 the names of the projects/schemes that were awarded funds out of the Relevant Community Sub-Fund; and

7.1.4 the remaining value of the Relevant Community Sub-Fund which will be carried forward for the next year

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SCHEDULE 5 EMPLOYMENT, SKILLS AND BUSINESS

~~4. DEFINITIONS AND INTERPRETATION~~

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Construction Industry Training Board" means the charity of that name whose registered charity number is 264289;

~~"Draft ESBS Implementation Plan"~~ means the document at Appendix 6~~7~~;

"ESBS Fund" means a fund of £14 million;

"ESBS Implementation Plan" means a plan produced by GAL setting out the activities that will be delivered in general accordance with the ESBS;

"ESBS Steering Group" means the group of that name established pursuant to paragraph 3~~3~~;

"Employment Skills and Business Strategy" or **"ESBS"** means the document at Appendix 5;

"Gatwick Diamond Business" means the non-for-profit organisation of that name whose company number is 02712531; and

"Sussex Chamber of Commerce" means the organisation with the company name of Sussex Enterprise Limited whose company number is 04170509.

2. ~~ESBS IMPLEMENTATION PLAN~~IMPLEMENTATION PLAN

2.1 On or before the Commencement Date, GAL shall prepare and submit an ESBS Implementation Plan to the ESBS Steering Group for approval.

2.2 The ESBS Implementation Plan shall be in substantial accordance with the ESBS ~~and the Draft ESBS Implementation Plan~~ and shall include:

2.2.1 the activities that will be delivered in the relevant time period;

2.2.2 the partners and stakeholders GAL will work with and how;

2.2.3 governance, monitoring and reporting arrangements;

2.2.4 a resourcing strategy for all themes in the ESBS; and

2.2.5 milestones, targets, ~~outcomes~~outputs and projected impacts.

2.3 GAL shall carry out a review of the ESBS Implementation Plan to ensure that the activities reflect contemporary needs and opportunities and can effectively contribute to the policies, priorities and ambitions of key stakeholders and provide a report of the review with recommendations for amendments to the ESBS Implementation Plan to the ESBS Steering Group for discussion at the following intervals:

2.3.1 on or before the fifth anniversary of the Commencement Date;

2.3.2 on or before the tenth anniversary of the Commencement Date;

2.3.3 on or before the fifteenth anniversary of the Commencement Date; and

2.3.4 at any other time that GAL considers there has been a major change in prevailing economic circumstances.

3. **ESBS STEERING ~~GROUP~~GROUP**

3.1 On or before the Commencement Date, GAL shall establish the ESBS Steering Group which shall exist until the end of the Monitoring Period to ensure that the trajectory of the strategic direction of the programme, expenditure and the delivery of actions and outcomes in the ESBS Implementation Plan reflects the ESBS.

3.2 The ESBS Steering Group shall comprise:

3.2.1 one representative of GAL;

3.2.2 one representative of CBC;

3.2.3 one representative of WSCC;

~~3.2.4~~ one representative of East Sussex County Council;

~~3.2.5~~ one representative of Kent County Council;

~~3.2.6~~ 3.2.6 one representative of Gatwick Diamond Business;

~~3.2.7~~ 3.2.7 one representative of the Chamber of Commerce; and

~~3.2.8~~ 3.2.8 one representative of the Construction Industry Training Board or such alternates as may be nominated by those representatives from time to time.

3.3 The ESBS Steering Group shall:

3.3.1 meet no later than three months after the Commencement Date and then annually unless otherwise agreed by the ESBS Steering Group;

3.3.2 be quorate if at least three members (at least one of which is a member representing GAL) are present;

3.3.3 be chaired by the member representing GAL;

3.3.4 make such terms of reference for its governance and administration as it considers appropriate at the first meeting of the ESBS Steering Group; and

3.3.5 make such further administrative arrangements and terms of reference as it considers appropriate for its proper and efficient functioning from time to time.

3.4 The purpose and function of the ESBS Steering Group is to:

3.4.1 review and provide feedback to GAL on any draft ESBS Implementation Plan presented to it;

3.4.2 consider the effectiveness of the measures undertaken under the ESBS Implementation Plan;

3.4.3 identify additional or replacement measures that should be undertaken;

3.4.4 review and support the implementation of measures; and

3.4.5 establish task and finish groups to secure delivery where appropriate.

3.5 GAL shall be responsible for the administration of convening and holding meetings of the ESBS Steering Group.

4. **ESBS ~~FUND~~FUND**

4.1 On or before the Commencement Date until the end of the Monitoring Period, GAL shall make available the ESBS Fund.

4.2 The ESBS Fund shall be allocated in accordance with the ESBS Implementation Plan approved by the ESBS Steering Group from time to time.

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SCHEDULE 6 BIODIVERSITY AND LANDSCAPING

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

~~"BNG Maintenance Period" means a period of thirty years from the Designation Date;~~

~~"Church Meadows Replacement Open Space" means Work No. 40 in Schedule 1 of the Development Consent Order;~~

~~"Church Meadows ROS Maintenance Contribution" means the sum of £202,500 in total to be paid in accordance with and for the purposes specified in paragraph 3.1;~~

~~"Designation Date" means the date on which the Church Meadows Replacement Open Space is designated as public open space;~~

"Annual Report" means the report published annually by the Sussex Wildlife Trust in relation to the Gatwick Greenspace Partnership which includes a report of the funds it has received in the preceding financial year;

"Gatwick Greenspace Partnership" means the community project run by the Sussex Wildlife Trust that works to benefit people, wildlife and the countryside between Horsham, Crawley, Horley, Reigate and Dorking;

~~""GAL GGP Fund Agreement" Contribution" means a deed to be entered into between GAL and the Sussex Wildlife Trust providing for an annual paymentsum of £12,500 for35,000;~~

"Local Authority GGP Contribution" means the purpasetotal value of delivering the activities of the funds contributed by any local authority to the Gatwick Greenspace Partnership in the preceding financial year as reported in the Annual Report;

"Sussex Wildlife Trust" means the registered charity of that name whose registered charity number is 207005 and whose company number is 698851;

2. GATWICK GREENSPACE PARTNERSHIP

~~2.1 GAL shall enter into the GGP Fund Agreement with Sussex Wildlife Trust prior to the Commencement Date.~~

~~2.2 On or before the first anniversary of the Commencement Date and annually thereafter, CBC shall notify GAL of the total financial sum it contributed to the Gatwick Greenspace Partnership in the previous financial year.~~

~~2.3 Within 30 Working Days of receipt of notification from CBC under paragraph 2.2 on the anniversary of the same, GAL shall pay an equal sum to the Sussex Wildlife Trust to be used for the Gatwick Greenspace Partnershipthe GAL GGP Contribution and provide evidence of such payment to CBC.~~

~~2.1 On or before the first anniversary of the Commencement Date and annually thereafter, WSCC shall notify GAL of the total financial sum it contributed to and CBC that the same has been paid.~~

2.4.2 Within 10 Working Days of the publication of the Annual Report, any of the parties or the Adjoining Authorities may provide GAL with evidence of the value of non-financial contributions made to the Gatwick Greenspace Partnership by that local authority in the previouspreceding financial year.

~~2.52.3 Within but no later than 30 Working Days of receipt of notification from WSCC under paragraph 2.4 the publication of the Annual Report, GAL shall pay an equal sum to the Sussex Wildlife Trust to be used for the Gatwick Greenspace Partnership and provide evidence of such payment to WSCC.;~~

~~3. **REPLACEMENT OPEN SPACE MAINTENANCE CONTRIBUTION**~~

~~3.1 GAL shall pay a sum which is the Church Meadows ROS Maintenance same as the Local Authority GGP Contribution to RBBC in the following instalments:~~

~~3.1.1 On or before the Designation Date of the Church Meadows Replacement Open Space, the sum of £15,000;~~

~~3.1.2.3.1 On or before each of the first, second, third, fourth, and fifth anniversaries of Designation Date of the Church Meadows Replacement Open Space, the sum of £12,500;~~

~~3.1.3 On or before the sixth anniversary of the Designation Date of the Church Meadows Replacement Open Space and each subsequent anniversary of the Commencement Date until end of the BNG Maintenance Period, the sum of £5,000.~~

~~2.3.2 RBBC shall use the payments made to it pursuant to paragraphs a sum which is the same as the value of any non-financial contributions evidenced to GAL pursuant to paragraph 2.2;~~

~~PROVIDED THAT the total payment required to be made by GAL under this paragraph 1.3.4 shall not exceed £15,000 in any year.~~

~~2.4 On or before the Commencement Date, GAL shall enter into a fund agreement with Sussex Wildlife Trust to provide for the payment of the GAL GGP Contribution and the GAL Matching Contribution each on an annual basis to be held as a restricted fund for the Gatwick Greenspace Partnership.~~

SCHEDULE 7 HEALTH

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Hardship Fund" means the fixed non-accruing sum of £10,000 (ten thousand pounds) made available for the ongoing management and maintenance of the Church Meadows Replacement Open Space purpose of the Hardship Scheme;

"Hardship Scheme" has the meaning given in accordance with the landscape and ecology management paragraph 2.1;

"Hardship Scheme Applicant" means a resident within the Relevant Area who has had an application made on their behalf to, the Hardship Scheme;

["Hardship Scheme Plan" means the plan approved included at Appendix 7 of this Agreement;]

"Relevant Area" means the area shown on the [Hardship Scheme Plan];

"Relevant ICB" means the NHS Sussex Integrated Care Board; the NHS Surrey Heartlands Integrated Care Board or the NHS Kent and Medway Integrated Care Board;

"Relevant Period" means the preceding year between the period from and including 1 January to and including 31 December in relation each given year; and

"On-Site First Responders" means personnel on-site at Gatwick Airport with appropriate training and equipment to provide first responder healthcare for passengers experiencing a medical event.

2. HARSHIP SCHEME

2.1 From the Commencement Date, GAL shall make available the Hardship Fund annually for the purpose of mitigating hardship suffered by individuals living in the Relevant Area as a result of the Project (the **"Hardship Scheme"**).

2.2 A Relevant ICB may make a formal written application to ~~Work No. 40 under Requirement 8~~ GAL identifying all of ~~schedule 2~~ the following:

2.2.1 a Hardship Scheme Applicant with exceptional vulnerability because, at the time of making the Hardship Scheme application, they, or a dependant living in the affected property with the Hardship Scheme Applicant, have at least one of the following characteristics, evidenced by written medical advice from an appropriate qualified medical professional:

(A) a severe long-term medical condition; or

(B) physical or intellectual disability;

2.2.2 a written statement explaining how the Hardship Scheme Applicant's exceptional circumstances would give rise to particular hardship relating to severe and inequitable health outcomes as a result of the effects of the Project; and

2.2.3 that the qualifying hardship only relates to exceptional vulnerability which is not mitigated by other mitigation measures secured under the Development Consent Order; and

2.2.4 the sum requested from the Hardship Scheme to be paid to the Hardship Scheme Applicant to fund:

(A) specific extra care needs;

(B) home modifications; or

(C) short-term respite accommodation periods if unacceptable disruption would be experienced by the Hardship Scheme Applicant.

2.3 Payments awarded under the Hardship Scheme may not exceed £5,000 (five thousand pounds) per household.

2.4 In allocating the Hardship Scheme payments, GAL shall consider the individual circumstances of each Hardship Scheme Applicant.

3. **AMBULANCE INFORMATION**

3.1 From the Commencement of Dual Runway Operations, GAL shall monitor the number of passengers transferred to hospital from Gatwick Airport (excluding those arriving via air ambulance) where GAL's Control Centre has requested an ambulance from the South East Coast Ambulance Trust.

3.2 Starting three months following the Commencement of Dual Runway Operations, GAL shall share the data recorded pursuant to paragraph 3.1 annually with the GATCOM as an annual rate of passengers transferred to hospital as a percentage of total passengers.

4. **FIRST RESPONDER PROVISION**

4.1 From the Commencement of Dual Runway Operations, GAL will retain a number of On-Site First Responders at Gatwick Airport.

4.2 The number of On-Site First Responders retained at Gatwick Airport will change at a scale reasonably proportionate to the change in passenger numbers.

~~Schedule 7~~**SCHEDULE 8**
COUNCILS' OBLIGATIONS

1. DEFINITIONS AND INTERPRETATION

Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Gatwick Officers Group" means a meeting of officers from each of the Councils and the Adjoining Authorities;

"Gatwick Joint Local Authorities" means all of the Councils and the Adjoining Authorities;

"Gatwick Joint Local Authorities Meeting" means a meeting of councillors representing each of the Councils and the Adjoining Authorities which convenes as agreed between the attendees; and

"Sussex Wildlife Trust" means the registered charity of that name whose registered charity number is 207005 and whose company number is 698851;

2. GAL AND COUNCILS MEETING

2.1 The Councils (represented by planning officers), shall meet with GAL (represented by a planning manager) on at least two occasions in a calendar year, unless agreed otherwise between the Councils and GAL.

2.2 At the meeting between GAL and the Councils, the Councils shall:

2.2.1 provide feedback on any issues that have been raised through the Gatwick Joint Local Authorities meetings and the Gatwick Officer Group meetings;

2.2.2 share any emerging planning, transport or environmental policies or issues of relevance to the operation and development of Gatwick Airport; and

2.2.3 share employment trends and other matters bearing on the economy of the sub-region.

3. GATWICK OFFICERS GROUP

3.1 The Councils shall each send a representative to the Gatwick Officers Group meeting.

3.2 CBC shall be responsible for the administration of convening and holding meetings of the Gatwick Officers Group which shall:

3.2.1 discuss current and emerging issues related to the operation, growth and development of Gatwick Airport including future forecasts and topics;

3.2.2 invite GAL, as appropriate, to discuss current and emerging issues related to the operation, growth and development of Gatwick Airport including future forecasts and topics; and

3.2.3 prepare reports and issues to be discussed by councillors at the Gatwick Joint Local Authorities Meeting.

4. MINUTES OF MEETINGS

4.1 CBC shall record the minutes, including decisions and actions, of:

- 4.1.1 the Gatwick Officers Group;
 - 4.1.2 the Gatwick Joint Local Authorities;
 - 4.1.3 the Annual Gatwick Air Quality Joint Authorities Meeting; and
 - 4.1.4 the Gatwick Parking Meeting,
- and share those minutes with GAL, WSCC and RBBC and any other attendees within 30 Working Days of the meeting occurring.

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- Key:**
- Order Limits
 - GAL Registered HMLR Title

Notes:

Coordinate System: British National Grid
Projection: Transverse Mercator
Datum: OSGB 1936

Interest:
Gatwick Airport Limited

Location:
Gatwick Airport, Horley, Gatwick, RH6 0NP

Coords: 527456, 140982

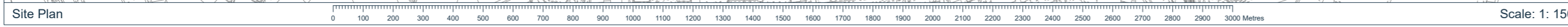
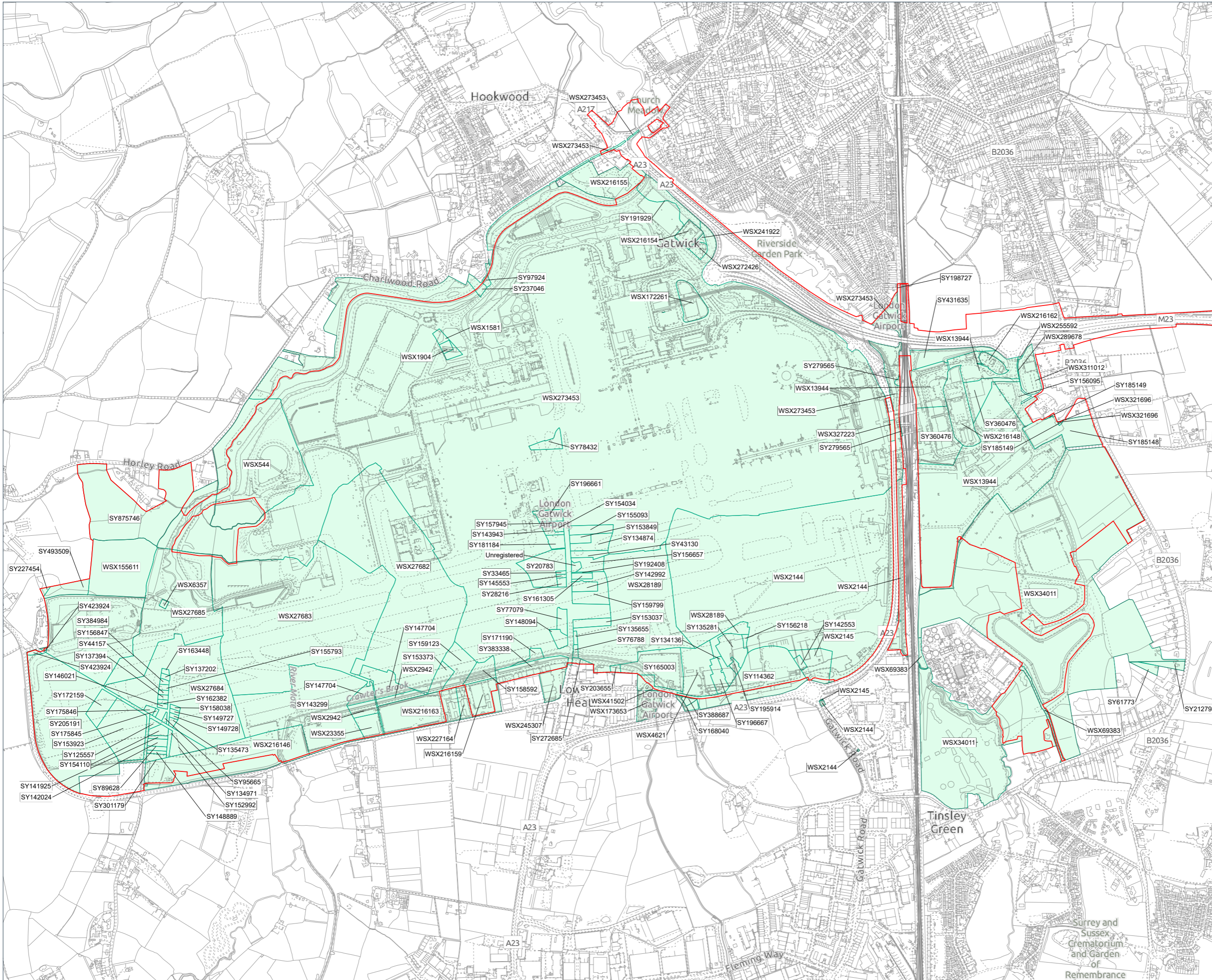
Scheme Name:
Gatwick Airport Northern Runway Project

Drawing Name:
Draft Information Plan

Drawing No: 191427_PLN_INFO_43130.1

Rev	Date	Description
-	03.01.2024	First Issue

Drawn: KL
Approved: EH
Sheet No: 1 of 1
Sheet Size: A3

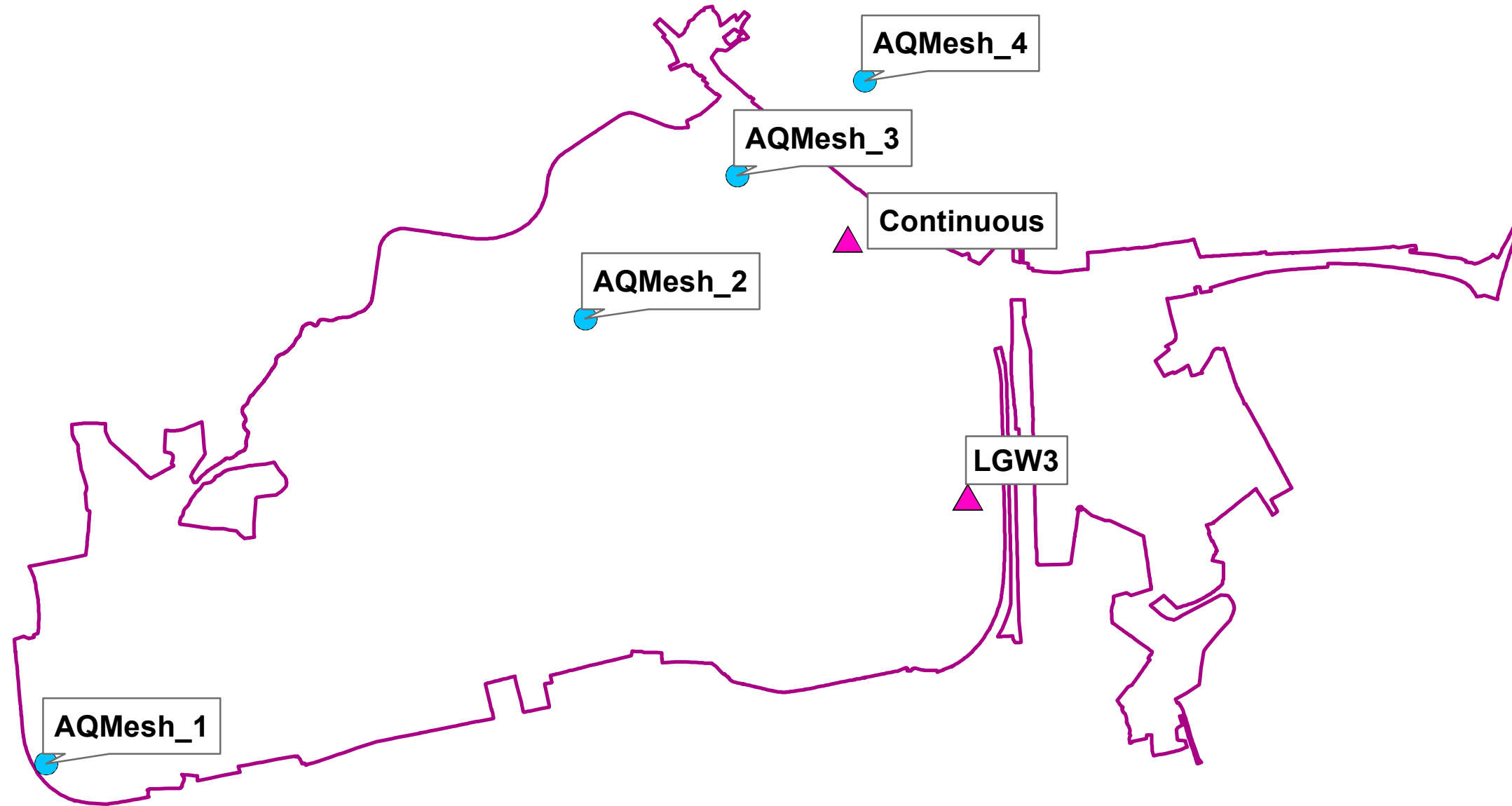


**APPENDIX 1
AIR QUALITY MONITORING SITE LOCATIONS**

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GAL Monitoring


- Indicative
- ▲ Reference
- Project Site Boundary



DOCUMENT
Environmental Statement

DRAWING TITLE
GAL Monitoring

DATE
June 2024



	DRAWING NO.	REVISION
	DRAWN BY	PM / CHECKED BY

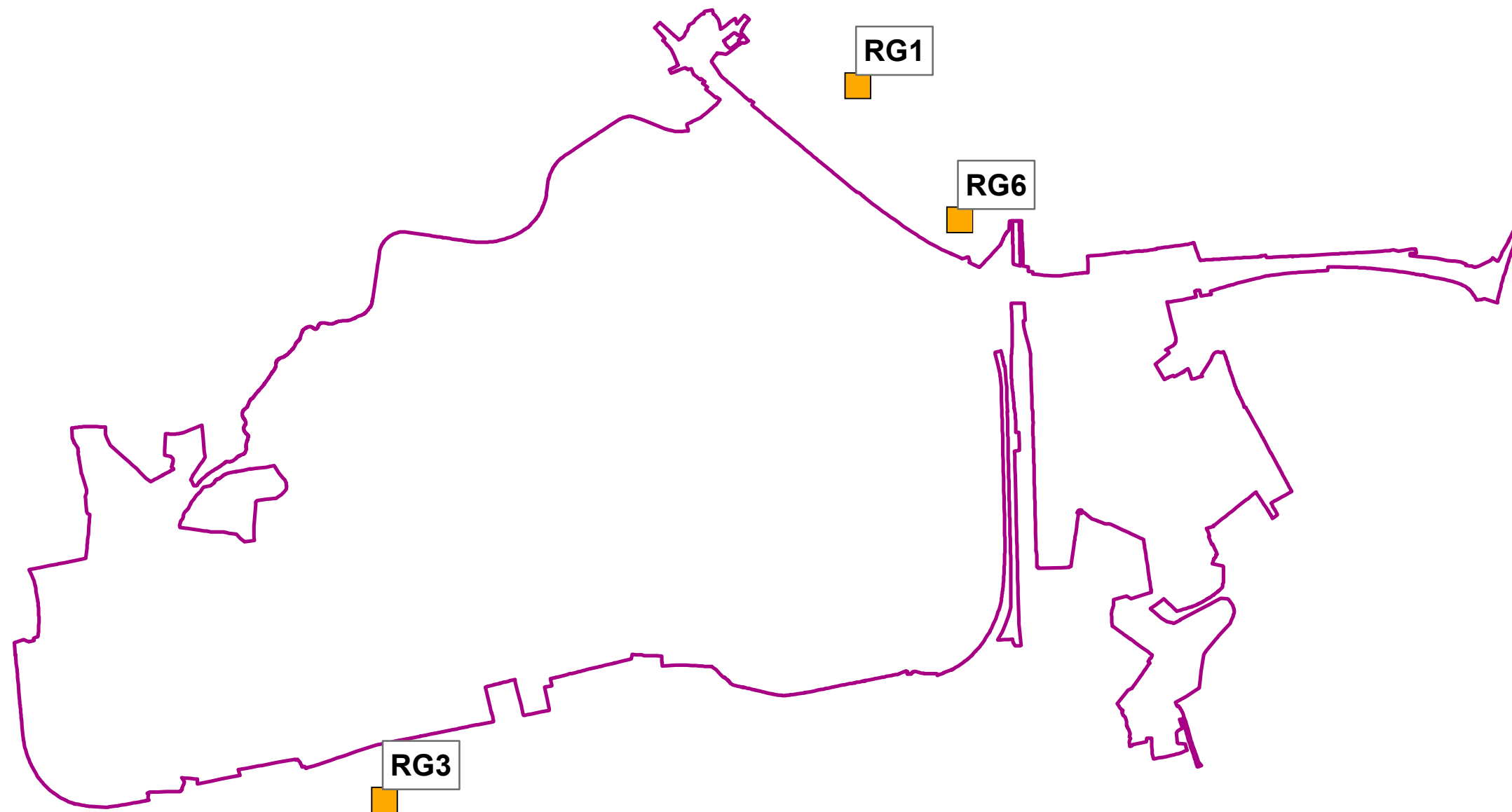


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Funded Monitoring


-  Automatic - Reigate and Banstead Borough Council
-  Project Site Boundary

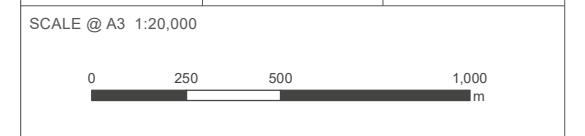


DOCUMENT
Environmental Statement

DRAWING TITLE
RG1, RG3 & RG6

DATE
January 2024

	DRAWING NO.	REVISION
	DRAWN BY	PM / CHECKED BY



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**APPENDIX 2
POVEY CROSS ACCESS PLAN**

DRAFT

Legend

DOCUMENT

Draft Section 106 Agreement

DRAWING TITLE

Povey Cross Access

DATE

January 2024

ORIENTATION



DRAWING NO.

PLAN 2

REVISION

DRAFT

DRAWN BY

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Internal Surface Access Routes

**APPENDIX 3
TRANSPORT FORUM STEERING GROUP TERMS OF REFERENCE**

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Gatwick Airport Transport Forum & Transport Forum Steering Group

Terms of Reference (February 2023)

1. Background & Context

The Aviation Policy Framework (2013) states that airports with more than 1000 passenger air transport movements (ATMs) a year should organise an Airport Transport Forum (ATF). The purpose of Airport Transport Forums is to encourage partnership working between the airport, local authorities, transport operators and other stakeholders in order to encourage the uptake of sustainable modes of transport by airport passengers and staff and to reduce the potential negative impacts of road travel on the local area, such as air quality and road congestion.

The Gatwick Area Transport Forum was set up in 1998 and is formed of two key constituent parts. The annual **Transport Forum** conference is held annually. The **Transport Forum Steering Group** (TFSG) meets quarterly to review progress on initiatives and to monitor progress against targets and action plans.

2. Role, Purpose & Responsibilities

Transport Forum

The annual Transport Forum is a conference-style event to which a wide range of airport, transport and regional stakeholders are invited. The Forum is held once a year, in October and aims to provide stakeholders with:

- A general business update on the airport over the past year from the GAL Executive
- An annual update against the airport's ASAS targets
- Presentations from Gatwick's key partners on new initiatives and ongoing projects relevant to transport or the local community
- The opportunities for stakeholders to ask questions and challenge Gatwick on its surface access performance

Steering Group

The Transport Forum Steering Group is directly consulted on the Airport Surface Access Strategy (ASAS) during the development phase and once the strategy is adopted, oversees its implementation and monitors progress against targets.

The role of the TFSG is to:

- Support Gatwick Airport to develop the ASAS, including the objectives and Action Plan.
- Identify, develop and deliver joint initiatives with Gatwick Airport and other Forum members to support the aims, objectives and targets set by the ASAS.
- Oversee and support Gatwick to administer the Sustainable Transport Fund (STF) as laid out in the S106 Agreement.
- Provide challenge to Gatwick's performance against surface access targets and how it delivers for airport passengers, staff and local communities.
- Assist and promote coordination and collaboration on transport issues across the region.
- Identify potential additional funding streams for initiatives.
- Discuss any relevant wider issues that could impact access to Gatwick.

TFSG Members commit to:

- Attendance at meetings and the annual Transport Forum or, if unavailable, nominating a suitable representative.
- Fostering a positive, collaborative forum with open and honest discussion and mutual respect for other members.
- Members will bring their experience and voice to the discussion, representing their organisation.
- Members will use their expertise to advise, challenge and support Gatwick and other partners to identify and implement new initiatives
- Notifying members of the Steering Group of any matters which may affect the delivery of the ASAS Action Plan, airport operations or other partners.
- Providing as much empirical evidence as possible to support delivery of the ASAS Action Plan.

Working Groups

It may, on occasion, be deemed necessary and beneficial to form smaller working groups to support the TFSG's work. Working Groups will bring together a tight group of key stakeholders to discuss and explore specific issues or matters relating to Gatwick's surface access. Membership of any working groups will be agreed with the TFSG and may be time-limited. Brief terms of reference and responsibilities will be agreed by each Working Group as they are convened.

3. Membership

The Steering Group is made up of a range of local and regional stakeholders from local authorities, transport operators, agencies and representative bodies. Member organisations of the Steering Group are:

- West Sussex County Council
- Surrey County Council
- East Sussex County Council
- Kent County Council
- Crawley Borough Council
- Reigate and Banstead Borough Council
- National Highways
- Network Rail
- Govia Thameslink Railway
- Great Western Railway
- Transport for London
- Metrobus
- National Express
- Gatwick Diamond Business Initiative
- Gatwick's Passenger Advisory Group

Representatives from other organisations may be invited to attend meetings, subject to the topics under discussion. Members may suggest new or additional members for the group at any time, for discussion with the wider steering group.

The Transport Forum is drawn from a wider pool of Gatwick's local and regional stakeholders, covering a range of operators, local authorities, community interests and government agencies. Working Groups may have a broader membership, pulled from the wider forum.

4. TFSG Meetings

Meetings of the TFSG are to be held four times a year (approximately quarterly) plus the annual meeting of the annual Transport Forum conference.

Meetings will be held in hybrid form with a room available at Gatwick and online via Microsoft Teams to maximise participation, although members are encouraged to attend meetings in person to foster cooperation and collaboration. Occasionally, where specific issues need to be workshopped, meetings may be held in-person only.

Gatwick Airport will chair meetings and be responsible for producing meeting agendas, notes and circulating these to all members in a timely fashion. Members are encouraged to provide suggestions for agenda items and workshops.

To keep meetings focused on outcomes, TFSG members will be asked for any updates they would like to share approximately one week in advance. Gatwick will coordinate responses and provide an update via email. Items which require discussion or follow up will be covered in the first agenda item.

5. Scope

The nature of airport surface access means that the work of the TFSG is likely to interact with several other strategic and operational workstreams, both internal to GAL and those led by external stakeholders. TFSG members may be directly involved in the work of these other bodies and plans. Where possible, information should be shared openly between these workstreams to maximise the benefits of transport initiatives and investments.

These include, but are not limited to:

- Gatwick Airport Station Project
- Work to prepare for Gatwick's DCO application for the Northern Runway Project (NRP)
- Gatwick's Decade of Change
- Local Transport Plans
- Bus Strategic Improvement Plans
- Active travel projects and policies, including Local Cycling and Walking Infrastructure Plans
- The Gatwick Community Transport Stakeholder Group
- Long-term investment plans for rail, highways and other infrastructure

**APPENDIX 4
EMPLOYMENT SKILLS AND BUSINESS STRATEGY**

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Table of Contents

1	Executive Summary	1
2	Introduction	2
3	The Economic Context	4
4	ESBS Objectives and Underpinning Principles	4
5	ESBS Themes, Objectives and Actions	5
6	Governance, Performance Management and Monitoring	16
7	References	16
8	Glossary	17

1 Executive Summary

1.1.1 This Employment, Skills and Business Strategy (ESBS) sets out how Gatwick Airport Limited (GAL) would maximise economic benefits for communities and businesses generated by the proposal to make best use of Gatwick’s existing runways and infrastructure, referred to within this Strategy as ‘the Project’. GAL’s underpinning approach would be to create the conditions for:

- sustainable employment, skills development and career progression for communities; and
- enhancements to the productivity and growth of businesses.

1.1.2 By conditions we mean:

- the generation of insight into contemporary labour and skills needs and demands;
- good relationships with the right partner agencies;
- the availability of high quality, interconnected recruitment, training and business engagement infrastructure;
- effective, clear, practical processes required for residents and businesses to access opportunities in a timely way; and
- a strong recruitment framework within Gatwick, with Diversity, Equity and Inclusion (DE&I) at its heart.

1.1.3 The actions proposed would enhance the beneficial employment and labour market impacts of the Project that are expected to result from both the construction and operational periods. In addition, they would open up a wider range of opportunities than those that would be derived exclusively from the Project. These include harnessing Gatwick’s innovation and regional promotion expertise and potential to contribute to advances in technology and the health of the regional economy, as well as employment and skills development opportunities that arise in the day-to-day operations of the Airport.

1.1.4 An outline ESBS was published by GAL as part of its Autumn 2021 consultation. The ESBS has taken on board the comments received during the consultation and further engagement with key stakeholders including businesses and business representative organisations; education and skills providers; and borough, district and county council authority representatives. Two external advisers, with a long-standing interest and role in employment,

skills development and driving up the health of business, have helped to shape the detail of the ESBS. These are Julie Kapsalis who is the Principal and Chief Executive of the North East Surrey College of Technology (Nescot) and Chair of the Coast to Capital Local Enterprise Partnership (LEP), and Jeff Alexander who is the Executive Director of Gatwick Diamond Initiative, a business-led partnership focused upon the growth of new and established companies and inward investment.

1.1.5 The ESBS is underpinned by a series of overarching objectives:

- Harness the excitement and motivational potential of the Project to inspire the next generation of talent and more experienced people alike to confidently invest their careers and futures with Gatwick Airport and other employers within the Labour Market Area;
- Cultivate and promote conditions whereby people from all backgrounds can reach their full potential and share in the benefits of a healthy economy;
- Drive up growth and productivity across the business base through the expansion of capacity and enterprise acumen of Small to Medium Sized and Micro businesses; and
- Create a dynamic, connected and innovative business environment that is the destination of choice for technology field leaders and established business sectors alike.

1.1.6 These objectives would be supported by the following cross-cutting themes:

- The promotion of DE&I and breaking down barriers that prevent social mobility; and
- Embracing and promoting environmental sustainability and the development and embedding of green skills and technologies.

1.1.7 The activation of the ESBS would be set out within an Implementation Plan. This would describe, in detail, how GAL will collaborate with partners to deliver the ESBS. The Implementation Plan would be developed pursuant to the agreement of ESBS [mitigationsactivities](#). The ESBS Implementation Plan will be secured via the Section 106 agreement.

1.1.8 The ESBS would deliver activity across 23 years – the full Environmental Impact Assessment period – but the level of

resource would vary year-on-year in order to reflect contemporary circumstances. Review and recalibration intervals would be built into the programme (which could be five years) to ensure that the strategy and activities reflect contemporary needs and opportunities and can effectively contribute to the policies, priorities and ambitions of key stakeholders.

1.1.9 For the ESBS to be most effective, there would be a need for GAL to focus ESBS investments and actions in locations and in ways that will deliver the greatest impact. However, it is envisaged that benefits would particularly flow to the areas most likely to be affected during the construction and operational phases. This includes the whole of Crawley and parts of Horsham, Mid Sussex, Mole Valley, Reigate and Banstead and Tandridge. It is expected that ESBS employment and skills activities would be delivered primarily within the same area (being careful to focus upon locations exhibiting the highest levels of deprivation and where social mobility is low) widening out to the Labour Market Area, whilst initiatives to engage and drive up the growth and productivity of business would be delivered more widely across the County Council areas of West Sussex, East Sussex, Surrey and Kent, Brighton and Hove Unitary Authority area and the London Borough of Croydon.

1.1.10 The ESBS envisages project activity across six core themes, which are:

- Inspire and Motivate;
- Construction;
- Employment and Skills (non-construction);
- Adding Value through Procurement;
- Innovation; and
- Regional Promotion.

1.1.11 The options for actions identified in the ESBS that could feature in the ESBS Implementation Plan include the following:

- An integrated education engagement strategy incorporating actions targeting specific age groups from 5 – 24 as well as wider family and other important career choice influencers;
- Employing employment brokers to reach into communities and work with community hubs, the GAL team, the Gatwick Family and contractors to identify vacancies; glean the knowledge, skills and aptitudes required of recruits to meet job requirements; and provide opportunities for residents to

access them either directly or through upskilling / wraparound support. This would include recruitment and skills actions to address construction workforce requirements specifically, consistent with the Construction Industry Training Board (CITB) National Skills Academy for Construction (NSAfC) model. GAL would ensure that there is effective reach into communities facing multiple barriers to gaining and sustaining work;

- 'Gateway to Jobs' actions, which would include securing Work Experience and Internships, Apprenticeships and Graduate Recruitment opportunities as well as upskilling opportunities for the existing workforce;
- A scholarship programme for young people;
- The development of an on-site Science, Technology, Engineering and Maths (STEM) Centre, subject to a year-long feasibility and piloting phase;
- Injection of funds to support Further or Higher Education curriculum development or release funds to support bids to national or other relevant funding regimes to supplement strategic infrastructure extensions or development;
- Facilitate access to construction contracting opportunities for SMEs;
- Leverage GAL goods and services procurement expertise to support the sustainability of business, generally, and open up opportunities for businesses with a compatible offer to become a Gatwick Preferred Supplier;
- Connect with SMEs and small businesses to engage them with GAL's innovation pipeline and roll out innovation challenges to businesses and educational institutions alike to provide opportunities to collaborate on solutions and enrich education curricula.
- Develop a Regional Inward Investment Service (in collaboration with the Gatwick Diamond Initiative) to bring together public and private sector partners to drive inward investment and growth and support the development of a clear Visitor Generation Strategy in collaboration with Gateway Gatwick Partnership members to promote regional tourism; and
- Develop a consortium of delivery agencies that will be tasked with delivering ESBS employment and skills outcomes, incorporating a range of interventions that would prepare potential candidates for the opportunities. GAL would envisage that the consortium has at its heart, the delivery partnership behind the Sussex and Surrey Institute

of Technology, which will be located in Crawley. These are Chichester College Group, Nescot and the Universities of Sussex and Brighton.

1.1.12 ESBS Governance and robust performance and financial management, monitoring and reporting systems will be established. This will be set out in detail within the ESBS Implementation Plan. However, this will include an ESBS Steering Group to ensure that the trajectory of the strategic direction of the programme, expenditure and the delivery of actions and outcomes reflects commitments set out within the Section 106 agreement. It will also include provision for the appointment of wider staff resource, consistent with delivery of a comprehensive, multi-faceted strategy.

2 Introduction

2.1 Purpose of the Employment, Skills and Business Strategy

2.1.1 This Employment, Skills and Business Strategy (ESBS) sets out how Gatwick Airport Limited (GAL) would maximise economic benefits for communities and business generated through the proposal to make best use of Gatwick's existing runways and infrastructure, referred to within this Strategy as 'the Project'. It describes how GAL would support the creation of the conditions required to successfully deliver the significant opportunities that are expected through the construction and operational phases of the Project for:

- sustainable employment, skills development and career progression for communities; and
- enhancements in the productivity and growth of business.

1.1.1 By conditions, we mean:

- the generation of insight into contemporary labour and skills needs and demands;
- good relationships with the right partner agencies;
- the availability of high quality, interconnected recruitment, training and business engagement infrastructure;
- effective, clear, practical processes required for residents and businesses to access opportunities in a timely way; and

- a strong recruitment framework within Gatwick, with Diversity, Equity and Inclusion (DE&I) at its heart, to make sure we attract people from all sectors of the community and we minimise bias during the selection process.

2.1.2 This ESBS forms an integral part of how we will deliver the application submitted by Gatwick to the Planning Inspectorate for a Development Consent Order (DCO) for the Project. The Airport National Policy Statement (June 2018) sets out the Government expectation that the applicant will maximise employment and skills opportunities for residents, including apprenticeships. The Government 'Flightpath to the Future' (May 2022), sets a strategic framework for the future of aviation. Point seven of the framework's ten-point plan focuses on supporting and enhancing skills and workers in the sector and sets out the Government's ambition to deliver the skills needed by the UK aviation sector. There are no relevant requirements under the National Networks National Policy Statement.

2.1.3 The ESBS describes measures that would be funded through financial ~~mitigation~~ contribution and managed by a governance and reporting process. The scope and scale of financial measures and their governance processes will be secured through the Section 106 agreement.

2.2 The Context for the Development of the ESBS

Outline Employment, Skills and Business Strategy

2.2.1 An Outline Employment, Skills and Business Strategy (OESBS) formed one of the suite of documents produced for the 12-week public consultation on the Project. The OESBS was informed by the analysis of the projected socio-economic and economic effects of the Project, described within the Preliminary Environmental Information Report (PEIR). It was also informed by the policies, priorities and insights of local authorities; the views of businesses, business membership and representative agencies; economic partnerships; and education and skills providers - key stakeholders with valuable insights into the challenges of, and potential mechanisms for, developing and sustaining healthy communities and a prosperous economy.

2.2.2 The OESBS described not only the construction and operational opportunities the Project is expected to generate, but how the Project would catalyse the opening up of a wider range of

benefits than those that would be derived exclusively from the Project. These included harnessing Gatwick’s innovation and regional promotion expertise and potential to contribute to advances in technology and the health of the regional economy.

2.2.3 The OESBS set out core objectives, Gatwick’s proposed ways of working and key initiatives that aim to translate opportunities into tangible beneficial impacts.

2.2.4 The ESBS has full regard to the views expressed in the consultation.

Stakeholder Engagement in Ongoing Strategy Development

2.2.5 The development of the ESBS has been influenced by additional, valuable mechanisms to exchange information and insights with local authorities and other stakeholders following the formal public consultations. These are:

- drawing upon learning from Gatwick and the Gatwick Family of businesses located on the Airport site, garnered through engaging with communities and businesses and delivering education, skills and business engagement initiatives;
- discussions between Gatwick and local authorities in the Project Socio-Economic and Economic Topic Working Groups (TWGs) that were scheduled beyond the two formal Project consultations, in the run up to DCO submission. Discussions focused upon the methodology underpinning employment projections and the degree of potential for the impact of Project construction and operational recruitment and skills requirements on the wider labour market and associated needs of other businesses;
- five Insight Workshops with groups of borough, district and county council authority representatives. Invitees were Socio-economic/Economic TWG members, but the Workshops were facilitated outside of the Topic Working Group structure. Representation was extended to maximise participation from staff with an economic development, business engagement and skills remit. The Workshops provided the local authorities with an opportunity to advise Gatwick how best to engage effectively with communities and business and skills infrastructure within their areas; and
- further discussions with local authorities, focused specifically upon the key tenets of the ESBS.

2.2.6 In addition to gaining very valuable intelligence on organisations, partnerships and approaches that are able support the delivery of the ESBS, the local authorities were clear that the ESBS should be informed by insights from employment, skills and business engagement representatives.

2.2.7 In the summer of 2021, Gatwick engaged two external advisers; representatives from external agencies with a long-standing interest and role in employment, skills development and driving up business growth and productivity to support and advise Gatwick in a 2021/22 piloting and testing phase and help Gatwick to shape the detail of the ESBS. These are:

- Julie Kapsalis: Julie is Chair of the Coast to Capital Local Enterprise Partnership. At the point of engagement as ESBS adviser, Julie was Managing Director of Chichester College Group and Chair of the Advisory Group for the Sussex and Surrey Institute of Technology, which will be developed adjacent to the Airport’s boundary in Crawley. Julie is now Principal and Chief Executive Officer of the North-East Surrey College of Technology (NESCOT). Her roles include Chair of the Catalyst South strategic group of Local Enterprise Partnerships (LEP).
- Jeff Alexander: At the point of engagement as ESBS adviser, Jeff was Chief Executive of Gatwick Diamond Business, a member organisation that has been operating more than 70 years at the heart of the Coast to Capital LEP area, informing and promoting its members and championing public and private sector investment to help businesses prosper and grow. He is currently Executive Director of Gatwick Diamond Initiative, a business-led partnership focused upon the growth of new and established companies and inward investment.

2.2.8 The advisers have been instrumental in shaping all aspects of the ESBS. Their knowledge and long experience of working at a senior level in partnership with key relevant organisations within the Coast to Capital region and beyond, with roles in the education, skills and business fields, led to clear advice from the outset that in order to generate real, sustainable benefit, the ESBS should be anchored by three major elements, which were reflected in the OESBS and expanded by the ESBS. These are:

- ongoing support for the Sussex and Surrey Institute of Technology;

- innovation; and
- inward investment.

2.2.9 Importantly, this takes Gatwick’s commitments beyond core education, employment, skills and supply chain actions that have been characteristic of most, if not all, other significant infrastructure DCO submissions. This would create a more rounded and inclusive economic development strategy with the necessary breadth of interrelationships to generate real, sustainable impact.

2.2.10 Both advisers support the themes and key principles underpinning the ESBS and, additionally, they have requested the following, which Gatwick would incorporate in the delivery of ESBS actions:

- the need to weave Environmental, Social and Governance (ESG) considerations right across the Strategy;
- the need for Gatwick to forge relationships with partners based on shared vision and values that are long term, with Gatwick playing a proactive, leadership role that goes beyond financial investment; recognising and acknowledging through actions, the interconnectedness of the health of the Airport and the geographies within which it sits;
- the importance of Gatwick working collectively with the Gatwick Family, and businesses beyond the Airport’s boundaries, on as broad a range of ESBS-related issues as possible; and
- inspiration and motivational activity needs to include, but extend beyond Science, Technology, Engineering and Mathematics (STEM), to encourage those new to the world of work and returners alike to engage with the full range of opportunities available.

2.2.11 In addition to the above advisers, Gatwick has been supported by two other stakeholders in particular, in relation to shaping the detail of the ESBS:

- the Customer Engagement Manager for the South East-Central Region at the Construction Industry Training Board (CITB), who is supporting Gatwick through the process becoming accredited as a National Skills Academy for Construction (NSAfC), including the application of the CITB NSAfC toolkit to develop effective relationships, delivery arrangements and monitoring frameworks with regard to the

delivery of pilot construction initiatives connected to a major capital works scheme, Pier 6, in 2023; and ensuring readiness for a full roll out as part of the Project; and

- the Executive Director of the Civil Engineering Contractors Association (Southern) Ltd. (CECA), who has been supporting Gatwick to raise the profile of the Pier 6 pilot, other capital works schemes and the Project across the contractor base within the South-East – including organising presentations by Gatwick staff, webinars and early messaging around capacity and expertise required through the supply chain. CECA has also supported GAL to create connections with Diversity, Equity and Inclusion (DE&I) groups to promote the creation of new talent pools for the Project and the construction industry generally.

2.2.12 It is GAL’s aim to continue working with the organisations and people (or individuals in an equivalent role) listed in paragraphs 2.2.7 to 2.2.11. They would be represented within the ESBS governance structure, which would guide and oversee ongoing strategy development and implementation. Their engagement in the developmental stages has been very valuable in honing the strategy and aligning actions to contemporary economic conditions and the priorities of other agencies. Going forward, should there be changes to the employment, skills and business engagement institutional landscape that affects the continuation of particular organisations GAL would seek to collaborate with alternative bodies with an equivalent remit.

2.2.13 More detail on Gatwick’s approach to engaging key, specialist stakeholders in the development of the six ESBS theme areas and associated actions is set out in section 4 below.

3 The Economic Context

3.1 A Complex and Dynamic Labour Market

3.1.1 The Project will be delivered against a backdrop of a highly dynamic, complex, labour market, which is closely linked to wider economic trends and conditions. For example, by the indicative operational date in 2029, it is predicted that across the UK, 50% of jobs will have been changed by automation and at least 10% of labour demand will be in occupations that have never existed before. Further detail on the dynamism of the labour market is set

out in Section 17.6 of Chapter 17 and in Appendix 17.9.3 (Assessment of Population and Housing Effects).

3.1.2 The successful transition of people and businesses to new roles and ways of working and ensuring timely access to the right talent, requires support infrastructure that is informed, fleet of foot, appropriately resourced and capable of scaling and reimagining job retraining and skills development. There will also need to be a step change in practical collaborative working between businesses generally, and the construction industry in particular, around planning for and enabling movement of the workforce between infrastructure providers/developers. Gatwick understands that it needs to contribute fully to enabling regular and accurate dialogue with education, employment and skills, other businesses and business engagement agencies to embed greater flexibility to adjust within the employment and skills network of providers if it is to adequately support economic stability and growth. There will be a need to invest to achieve the required coherence and ensure that there are clear routes to benefits for communities and businesses alike to sustainable opportunities. Securing and embedding high quality, interconnected skills and business engagement infrastructure is, therefore a key and central plank in the ESBS.

4 ESBS Objectives and Underpinning Principles

4.1 Objectives

4.1.1 This strategy is underpinned by the following overarching objectives:

- Harness the excitement and motivational potential of the Project to inspire the next generation of talent and more experienced people alike to confidently invest their careers and futures with Gatwick Airport and other employers within the Labour Market Area;
- Cultivate and promote conditions whereby people from all backgrounds can reach their full potential and share in the benefits of a healthy economy;
- Drive up growth and productivity across the business base through the expansion of capacity and enterprise acumen of Small to Medium Sized and Micro businesses; and

- Create a dynamic, connected and innovative business environment, that is the destination of choice for technology field leaders and established business sectors alike.

4.1.2 These objectives will be supported by the following cross-cutting themes:

- The promotion of Diversity, Equity and Inclusion (DE&I) and breaking down barriers that prevent social mobility; and
- Embracing and promoting environmental sustainability and the development and embedding of green skills and technologies.

4.2 ESBS Underpinning Pillars and Implementation Plan

4.2.1 Our strategy is underpinned by the three operational pillars, corresponding to requests that stakeholders have made of Gatwick, signalling how we need to relate to other agencies as a partner. Gatwick would:

- play to its strengths and support others to play to theirs, connecting into and supporting wider education and business-related infrastructure that already exists or is proposed;
- reflect and support the policies and priorities of partners; and
- collaborate rather than duplicate – work together with a variety of stakeholders, the Gatwick Airport Family of businesses that operate on the site and businesses located beyond, within the Gatwick Diamond and broader region.

4.2.2 The activation of the ESBS would be described within an Implementation Plan. The Implementation Plan will describe, in detail, how Gatwick will collaborate with partners to deliver the ESBS. It will set out:

- the activities that will be delivered;
- the partners and stakeholders Gatwick will work with and how;
- governance, monitoring and reporting arrangements; and
- milestones, targets, outcomes and projected impacts.

4.2.3 The Implementation Plan would be developed in general accordance with this ESBS. The Implementation Plan will, collectively, ensure that Gatwick, in collaboration with partners:

- maximises benefit from the Project, articulated through the range, type, quantity and sustainability of outcomes;
- delivers benefits consistent with the nature, scale and location of overarching adverse Project impacts that would be experienced by communities, places and businesses;
- provides an appropriate framework for the definition and achievement of ambitious but realistic objectives, milestones and targets;
- demonstrates a robust and credible framework for delivery, but clearly signposts the need for review, ongoing scoping work and benchmarking over time in order to maintain relevance to contemporary circumstances and maintain capacity to import learning;
- engages in appropriate and timely ways with external organisations in shaping (Governance/Steering Group) and delivering actions (a consortium of providers, collaborating to deliver required outcomes - each playing to its strengths) and builds upon existing and planned infrastructure and co-ordination mechanisms (notably the Sussex Local Skills Improvement Plan, the Sussex and Surrey Institute of Technology and the Crawley Innovation Centre);
- applies sufficient resource and expertise to developing, effectively managing, honing and continuously refining projects; building, confirming and managing partnerships (with Gatwick Family, contractors and supply chain businesses, business representative agencies, education and training institutions, professional bodies and community groups);
- incorporates a robust monitoring, evaluation and reporting system that efficiently and accurately measures progress and impact; and
- promotes environmental sustainability, diversity, equity and inclusion (DE&I) and the enhancement of social mobility for local communities as key cross-cutting themes, with associated goals being clearly evident in the design of activities.

4.3 Geographical Targeting

4.3.1 Two key factors would guide the geographical targeting of proposed ESBS initiatives:

- focusing activity where GAL is able to use its skills, resources, expertise and other assets to create the greatest beneficial impact; and
- ensuring that benefits are delivered consistent with the nature and scale of the impacts of the Project that will be experienced by communities, places and businesses.

4.3.2 The Labour Market Assessment defines specific geographical areas within which particular impacts might reasonably be predicted to arise. These areas have guided our approach to how and where actions should be focused:

- Project Boundary: the Development Consent Order (DCO) boundary.
- Local Study Area: the area most likely to be affected during the construction and operational phases. This includes the whole of Crawley and parts of Horsham, Mid Sussex, Mole Valley, Reigate and Banstead and Tandridge.
- Northern West Sussex Functional Economic Market Area (FEMA): This reflects the area within which the majority of local economic activity is contained, defined to include the local authority areas of Crawley, Horsham and Mid Sussex.
- Labour Market Area: the area from which Gatwick Airport currently draws the majority of its operational workforce and can be expected to in the future. This area is centred on the airport and extends to include Crawley, Mole Valley, Reigate and Banstead, Croydon, Tandridge, Wealden, Lewes, Brighton and Hove, Mid Sussex, Horsham, Eastbourne, Adur, Worthing and Arun. This area includes the Gatwick Diamond and is largely consistent with the boundary of the Coast to Capital Local Enterprise Partnership.
- Six Authorities Area: the widest extent of the area where the socio-economic effects of the Project could be evident. These are the County Council areas of West Sussex, East Sussex, Surrey and Kent; Brighton & Hove (unitary authority); and the London Borough of Croydon.

4.3.3 Notwithstanding there would be a need for a nuanced approach that enables Gatwick to focus ESBS investments and actions in locations and in ways that will deliver greatest impact, it is envisaged, from a high-level perspective, that benefits would particularly flow to the Local Study Area, then to the wider Labour Market Area and to a lesser extent the wider Six Authorities Area.

4.3.4 It is expected that ESBS employment and skills activities would be delivered primarily within the Local Study Area (being careful to focus upon areas exhibiting the highest levels of deprivation and where social mobility is low), whilst initiatives to engage and drive up the productivity of business would be delivered across the wider Six Authorities Area.

5 ESBS Themes, Objectives and Actions

5.1 Introduction

5.1.1 The ESBS envisages project activity across six core themes. Each theme has a set of objectives, consistent with the overarching ESBS objectives set out in 4.1.1 above. The thematic objectives are separated into those that support one of the two ESBS Strands - Employment and Skills (Strand 1) and Business Growth and Productivity Enhancements (Strand 2).

5.1.2 The package of themes introduces a comprehensive suite of potential options for action that are, collectively, capable of both [mitigating-adverseenhancing](#) impacts on the local labour market that could arise from the volume and nature of Gatwick's recruitment requirements, and maximising benefits. However, although finer grained detail will be generated in relation to workforce demand and supply in the run up to, and during the course of, Project delivery, the Labour Market Assessment indicates that direct adverse impacts arising from Project-related workforce sourcing would be negligible across the assessment geographies. Thus, the prime focus of the ESBS is to maximise Gatwick's potential as an effective facilitator of opportunity and benefit.

5.1.3 The six ESBS themes, together with their objectives and options for action are set out in six summary charts, commencing on page 6. The charts are accompanied by supporting information, where it is helpful to describe in more detail the rationale or highlight key features as appropriate, including demonstrating that delivery approaches are realistic and robust. This includes summarising pilots and examples of preparatory activity and relationship building that has already taken place, or is in progress, which would ensure readiness for effective ESBS delivery.

5.2 Reflection and Review

5.2.1 The duration of the Environmental Impact Assessment period is 23 years. The ESBS would deliver activity across this whole period, but the level of financial resource would vary year on year in order to reflect contemporary circumstances. This would be dependent upon Project-specific needs (such as recruitment and skills actions to address construction workforce requirements, particularly in the run up to peak periods) and the need for sufficient flexibility to enable the strategic application of funds to best effect and add maximum value to allied projects (such as the timely injection of funds to support Further or Higher Education curriculum development or to release funds to support bids to national or other relevant funding regimes, like the Construction Innovation Centre proposal being spearheaded by the University of Brighton).

5.2.2 Review and recalibration intervals would be built into the programme to ensure that the strategy and activities reflect contemporary needs and opportunities and can effectively contribute to the policies, priorities and ambitions of key stakeholders. These intervals would be subject to agreement with the Local Planning Authorities. It is suggested, however, that reflection at five year intervals would be appropriate. Major changes in prevailing economic circumstances could catalyse a review outside of this time frame.

5.2.3 The scope of the review would primarily focus upon whether the balance of activity / finance against each theme and the package of key activities still has potential to maximise benefits, or whether adjustments would benefit the achievement of the original objectives and sustainable impact. Such adjustments would need to safeguard the continuation of effective actions. However, the reviews would enable the ESBS to respond, on a regular basis, to new and different opportunities and challenges that could enhance potential benefits.

5.3 Common Delivery Approaches for Employment and Skills Actions

5.3.1 There is a wealth of learning and good practice on successful approaches to driving up skills and providing access to employment. It is envisaged that a suite of interlocking initiatives would be required to achieve employment and skills outcomes

within the context of the overarching ESBS objectives. In summary, these are:

Employment Outreach and Brokerage

5.3.2 Effective employment brokerage would be key and critical to the success of the Project in attracting local talent pools into Gatwick and accessing candidates into employment and skills opportunities including those generated by the Project, but also opening up opportunities that arise in the day-to-day operations of the Airport. Key here is the ability to reach into communities facing multiple barriers to gaining and sustaining employment, which is essential to drive up social mobility within geographies exhibiting high levels of multiple deprivation.

5.3.3 Brokerage activity would involve enlisting within ESBS delivery mechanisms and processes, the capability to reach into local authority-sponsored employment hubs, residential communities and public and charitable bodies that connect with them. Employment brokers would work with the Gatwick team, the Gatwick Family and contractors to identify vacancies; glean the knowledge, skills and aptitudes required of recruits to meet job requirements; and provide opportunities for residents of the Local Study Area, as a priority, and then the wider Labour Market Area to access them either directly or through upskilling/wraparound support.

Skills Provision and Opening Up Routes to Work Experience and Careers

5.3.4 ESBS actions would maximise opportunities to capture the imagination of potential talent pools in pursuing careers not only with Gatwick, the Gatwick Family and our suppliers, but also with businesses located within the Local Study Area and Labour Market Areas. We view this as a great potential contribution to the objective to keep emerging talent within West Sussex and Surrey, encouraging young people in particular to invest in local career futures and stem the outward flow of talent to London and beyond.

5.3.5 Gateway to jobs actions would include securing Work Experience and Internships, Apprenticeships and Graduate Recruitment opportunities.

5.3.6 A range of training and upskilling packages would be provided as necessary. Where possible existing provision will be used ensuring that we connect with existing infrastructure rather than duplicate, but there may also be a need for customised or specialised training.

5.3.7 Also, there would be potential to upskill the existing workforce, which could include cascading Apprenticeship Levy down the supply chain.

Consortium-based Delivery

5.3.8 Core to Gatwick’s proposed delivery methodology across employment and skills actions, would be to establish a relationship with a consortium of delivery agencies, with each playing to its strengths. The consortium would be tasked with delivering ESBS employment and skills outcomes, incorporating a range of interventions that would prepare potential candidates for the opportunities. This would range from entry level, work preparation and wraparound support designed to address barriers to work through to connecting with graduates and supporting higher level skills development. Outcomes would relate to both Project-specific and other contemporary Gatwick and Gatwick Family recruitment needs.

5.3.9 The precise make-up of the consortium would be shaped by the generation of more detailed intelligence on precise construction and operational workforce requirements. However, Gatwick would envisage that the consortium has, at its heart, the delivery partnership behind the Sussex and Surrey Institute of Technology, which will be located in Crawley. These are Chichester College Group, North East Surrey College of Technology (Nescot) and the Universities of Sussex and Brighton. This would ensure that the consortium has a robust basis of well-established, reputable agencies experienced in the education, employment and skills arenas. Gatwick has already entered into discussions with some key stakeholders to conduct a discreet pilot of the consortium approach to support Gatwick’s immediate recruitment and upskilling needs.

5.3.10 The approach of promoting consortium working reinforces one of the key planks of the ESBS – to support the development of mature, collective cross-agency working that enables the swift development of effective delivery approaches in response to contemporary circumstances not only to support Gatwick, but

businesses right across the Labour Market Area. It would connect to or incorporate employment outreach and brokerage capability, providing access to charitable and community and voluntary sector groups in order to effectively reach into communities and potential talent pools. Connecting into, building upon and expanding existing provision where possible and avoiding duplication, will be important underpinning factors.

5.3.11 Whilst the outreach, brokerage and consortium of providers would work closely in tandem with Gatwick and its contractors and partners, it is recognised that organisations involved in delivery would also be supporting other employers in addressing their recruitment and skills needs. Gatwick welcomes the connectedness to other employers involved in the built environment and beyond. This will help to ensure that the Airport has a mutually beneficial relationship with a wider ecosystem matching workforce demand with need that could potentially, provide progression routes to and from other employers, particularly as construction skills and labour requirements fluctuate on-site as the Project progresses.

5.3.12 Gatwick would welcome opportunities to extend collaborative working to address common recruitment needs to businesses beyond the Airport boundary; notably the Manor Royal and Crawley Business Improvement Districts.

Building upon Existing Relationships

5.3.13 Gatwick has already established a close working relationship with key agencies, which will be required for effective employment and skills actions delivery. These relationships have offered opportunities to learn lessons in what works, what can be improved and how – important intelligence to transfer to ESBS delivery. Some examples of existing relationships upon which we would build are:

- collaborations with organisations in delivering previous or existing Gatwick projects involving engagement with schools on airport opportunities, Gatwick staff mentoring activity and sponsorship of neighbourhood-based organisations through the Gatwick Foundation Fund. These include the Love Local Jobs Foundation and Learn Live programmes which provide live information and motivational video broadcasts by Gatwick staff on the full spectrum of airport careers and connect Gatwick staff to mentoring opportunities;

- pilots designed to address the volume recruitment needs of Gatwick and the Gatwick Family associated with the build back of the Airport during 2021 and 2022. This has resulted in a close working relationship with the Department for Work and Pensions (DWP) and Jobcentre Plus regional and local offices, formalised by a joint Working Group and catalysing a very successful, ongoing series of six-weekly job fairs and associated collaborative practices, which the DWP wishes to roll out to other Airports. We have recently harnessed our potential to offer direct contact with employers to inspire and motivate young people in their final school year, by inviting pupil groups from local schools to the Gatwick / DWP job fairs to speak directly to the many Airport brands in attendance. DWP has also levered Gatwick’s contacts to develop relationships with other employers and business groups like the Manor Royal Business Improvement District, beyond the Airport site; and
- Gatwick’s engagement in supporting the establishment of important employment, skills and business development and growth infrastructure. This includes working with the founding partners of the Sussex and Surrey Institute of Technology and the Crawley Innovation Centre to secure support for this important infrastructure and, subsequently, contributions to their strategic development through Gatwick’s Executive Director and Management-level participation on the Institute of Technology Strategic Consortium Panel and Curriculum Innovation Committee, and the Crawley Innovation Centre Project Board.

Promoting Health Equity Through Benefits to Local Vulnerable Groups

5.3.14 The common delivery approaches together with initiatives set out within the activity themes described below would, collectively, promote and drive up health equity by increasing accessibility to employment for local vulnerable groups. The ESBS includes a series of training, employment and procurement initiatives that would aid in addressing existing barriers to a range of employment opportunities locally, including measures specifically to target local vulnerable groups. Specifically, as far as reasonably practicable (e.g. subject to standards and security checks), it would provide a targeted scheme of access to operational Airport training schemes and apprenticeships for young people in the local and regional area who are Not in

Education, Employment, or Training (NEET). It would enable work with local education and training providers to support opportunities to provide local adult learning linked to operational Airport related (or wider supply chain) job opportunities relevant to disadvantaged adults facing skills barriers to employment opportunities.

5.3.15 The ESBS monitoring and reporting arrangements would include annual monitoring of the proportion of people who enter employment with GAL, whose circumstances have been affected by long-term unemployment, job instability or low incomes, in order to contribute to ascertaining benefit and inform the tailoring of initiatives to target vulnerable groups effectively. Additionally, GAL would monitor those who are NEET who take up and complete training opportunities with GAL to assess benefit and inform ongoing tailoring initiatives to ensure relevance to, and impact for, local vulnerable groups. This information would be shared on an annual basis with West Sussex Public Health Team via the Council.

The Activity Themes

5.3.16 The six activity themes are:

- Inspire and Motivate;
- Construction;
- Employment and Skills (non-construction);
- Adding Value through Procurement;
- Innovation; and
- Regional Promotion.

5.3.17 Each theme is set out below, including thematic objectives and options for action in six summary charts. The charts are accompanied by supporting information, highlighting key features as appropriate, including demonstrating that delivery ambitions are realistic and robust. This includes summarising pilots and examples of preparatory activity and relationship building that has already taken place, or is in progress, which would ensure readiness for effective ESBS delivery.

Table 5.1: Inspire and Motivate

Inspire and Motivate – Theme Summary	
Theme Objectives	Options for Employment and Skills Actions
<p>Employment and Skills Objectives:</p> <p>1. Harness the excitement and motivational potential of the Project to inspire the current and next generation of talent to confidently invest their careers and futures at Gatwick Airport and with other employers within the Local Study Area and Labour Market Area.</p> <p>2. Ensure that young people develop the knowledge, behaviours, and skills required to enable them to successfully access jobs and careers that match their aspirations and capabilities.</p>	<ul style="list-style-type: none"> Gatwick would support the delivery of an integrated education engagement strategy. This could incorporate actions targeting specific age groups from 5 – 24 as well as wider family and engagement with other important career choice influencers. The detail of the actions and how they will be implemented would be discussed and agreed with education authorities and the consortium of skills providers. Diversity, equity and inclusion (DE&I) and social mobility would be supported through the development of collaborative projects with education and voluntary and community sector partners to engage with young people facing multiple barriers to sustaining education and work who are Not in Employment, Education or Training (NEET) and have Special Education Needs and Disabilities (SEND). This could include bursaries and scholarships for young people from areas exhibiting multiple deprivation. Gatwick would include within target schools those with high Pupil Premium percentages for STEM-related and other potential interventions

Inspire and Motivate – Theme Summary	
Theme Objectives	Options for Employment and Skills Actions
	<p>designed to drive up motivation, enthusiasm and achievement.</p> <ul style="list-style-type: none"> Gatwick would identify ways to expand existing work to drive up delivery of habitat management, volunteering, environmental education and community engagement. This could focus on working in partnership with the Gatwick Greenspace Partnership to encourage biodiversity awareness.
<p>3. Challenge perceptions of STEM careers to encourage new and different talent pools to pursue careers in STEM, particularly groups that are underrepresented in STEM careers.</p>	<ul style="list-style-type: none"> Subject to a year-long feasibility and piloting phase, the education engagement strategy could be underpinned by the development of an on-site Science, Technology, Engineering and Maths (STEM) Centre – a cross-Gatwick resource for all departments driven by the need for strong STEM acumen. It would be an expansion of the current Engineering Youth Development Programme

Inspire and Motivate – Theme Summary	
Theme Objectives	Options for Employment and Skills Actions
	<p>delivered within schools. Management and delivery would draw upon successful 2022 pilot projects trialed at Viewpoint on the South Perimeter Road and Concorde House, which is part of the Airport complex.</p>

Inspire and Motivate – Additional Contextual Information

- 5.3.18 The central plank of this theme could be the development of an on-Airport Science Technology Engineering and Maths (STEM) Centre. The catalyst for the project has been a consistent increase in demand for Gatwick’s current schools-based STEM motivational work. Feedback from schools on the experience of pupils and staff alike is consistently excellent.
- 5.3.19 The concept of providing a STEM Centre arose out of a significant expansion of Gatwick’s Engineering team’s STEM initiatives between 2018 and 2021 and the creation of an Engineering Youth Development Programme. The delivery model is based upon the highly successful Engineering Tomorrow scheme, originating in the United States of America and which has, to date, successfully increased the interest of participants in pursuing engineering careers by an average of 76%.
- 5.3.20 Gatwick’s Engineering and Construction Departments already work closely with schools, collaborating with teaching staff to deliver interesting and motivational projects designed to capture the imaginations of primary and secondary school pupils and encourage them to pursue STEM studies and careers. Gatwick has also customised the model for use with young people with barriers to education attainment and has already delivered to a school and projects supporting pupils with SEND needs, in order to promote the inclusivity of the programme – an approach Gatwick could expand with additional capacity. However, all provision is currently conducted at the school sites, but this is

constrained by availability of space and logistical challenges which significantly limits the scope of learning options that can be delivered. Greater on-Airport capacity would enable a substantial increase both in the range of inspirational activity that could be delivered and the volume of pupils engaged.

- 5.3.21 The STEM Centre could provide accommodation for:
- motivational and exciting project-based programmes for schools, which would combine practical STEM-based project work at the Airport site and tours of the Airport to see technology in action;
 - expanding the existing suite of programmes for schools. These include Gatwick’s engineering and construction team, together with apprentices and graduate entrants, pairing with schools and working with teachers to deliver STEM-based lessons supported by exciting, practical project challenges;
 - providing opportunities for those who are traditionally under-represented in STEM careers to have taster experiences on site, with tours of the Airport;
 - extending the concepts and space for learning to all departments across the Airport that have a STEM focus – broadening the Airport’s learning offer and showcasing the full range of STEM opportunities including Procurement, Finance and IT;
 - providing opportunities to collaborate with Higher and Further Education institutions. We envisage that this would include opportunities for students to work alongside Gatwick staff on practical projects like deep dives into a technology or innovation challenge. The additional capacity would also help to create a platform for collaborative working with business to develop and test new technology solutions;
 - positively responding to requests from Further and Higher Education institutions in the Coast to Capital LEP area, to provide accommodation for learning at the Airport site, both to supplement their own available accommodation, but also to optimise the cache and inspirational potential of holding classes and events right next to the Airport site; and
 - providing accommodation for Project-specific employment and skills activity, including recruitment, assessment, allied employability support and training space for contractors and other skills providers. This has great potential as an inspiration and motivational experience for all who aspire to

work on-Airport, but particularly those who may be struggling with becoming engaged or re-engaged with work.

- 5.3.22 The space itself would provide a combination of classroom accommodation, space for learning rigs and modelling and testing of equipment relating to innovation projects.
- 5.3.23 We would ensure that provision at the STEM Centre is delivered in close collaboration with other STEM learning provision within the Coast to Capital LEP area. Our advisory role in the development of Sussex and Surrey Institute of Technology and the Crawley Innovation Centre in particular will ensure cohesion across all of these important infrastructure developments. The consortium of learning providers, which would support and deliver the Project’s recruitment, community engagement and skills provision would be the key mechanism for ensuring that STEM Centre provision complements and adds value to, rather than duplicates, other STEM-focused initiatives being delivered or planned within the Coast to Capital LEP area and beyond.
- 5.3.24 The establishment of the Centre offers great potential as a contribution to raising the profile and visibility of the Airport from the perspective of local people; particularly local young people. We are confident that its location a very short distance from the local Jobcentre Plus office at Spectrum House – a short walk from the Airport where we now have experience of delivering Gatwick Job Fairs – will, similarly, be a strong motivator to those seeking work to look to the Airport as a potential employer.
- 5.3.25 Gatwick has embarked on a proof-of-concept phase for young people and other stakeholders to support testing the requirements and feasibility of on-site delivery models, the requirements of a physical base, accessibility issues and participant feedback. Pupil and teacher feedback to date has been very positive.
- Other mechanisms to engage and stimulate interest from schools**
- 5.3.26 In addition to our existing STEM work with schools, Gatwick has a number of other potential routes to schools. This includes the provision of online insights and interactive events into careers available on-Airport, which reach many thousands of pupils and students every year (e.g. as a “Cornerstone Employer”, Gatwick is currently working in partnership with the Coast to Capital LEP

Careers Hub to ensure young people in our region have access to employer insight and understand the potential opportunities open to them). Gatwick has been involved in a number of associated initiatives that have enabled us to build good working links with schools, LEP staff and other delivery agencies involved in the Careers Hub. This has placed us well to engage successfully with a range of education providers, including schools with a high pupil premium.

Table 5.2: Construction

Construction – Theme Summary	
Theme Objectives	Options for Construction Actions
<p>Employment and Skills Objectives:</p> <p>1. Create clear pathways to construction employment, skills development and other employment and skills related opportunities for residents of the Local Study Area as a priority, then residents of the Labour Market Area;</p> <p>2. Ensure that these pathways are in place sufficiently in advance of recruitment to maximise opportunities for take up by residents.</p>	<p>Employment and Skills Actions:</p> <ul style="list-style-type: none"> ▪ Facilitate recruitment and access to training for construction-related jobs with Gatwick’s Tier 1 and supply chain contractors. ▪ Establish operational model consistent with the CITB National Skills Academy for Construction (NSAfC), with target outcomes consistent with established NSAfC benchmarks, with stretch targets that contribute specifically to Diversity, Equity and Inclusion (DE&I) objectives.

Construction – Theme Summary	
Theme Objectives	Options for Construction Actions
<p>Business Objective: 3.Lever the procurement process to facilitate access by SMEs from the Local Study Area and Labour Market Area to gain contracting opportunities and achieve sustainability benefits.</p>	<p>Business Actions:</p> <ul style="list-style-type: none"> In accordance with the NSAfC model and in collaboration with CITB and CECA, connect Gatwick’s Tier 1 and other supply chain contractors and businesses from across the Six Authorities Area, to maximise opportunities for local businesses, (primarily SMEs), to win contracts. This would include awareness raising events and provision of other support to businesses to meet supply chain contractor standards. Collaborate with the Supply Chain Sustainability School, to support the roll out of continuous sustainability learning and good practice, relevant to the Airport’s needs, throughout supply chain. In collaboration with research specialists and industry bodies, contribute to the development of research and new training solutions for a sustainable, decarbonised construction industry.

requirements throughout the construction supply chain and in the procurement of materials and services.

5.3.28 The indicative programme set out in the ES Chapter 5: Project Description shows that the Project will take place between 2024 and 2038. However, most of the construction activity is expected to be focused between 2024 and 2032. This is set out in ES Chapter 5: Project Description, Table 5.3-1: Indicative Sequencing of the Construction Works. The dates below are based on this indicative programme.

5.3.29 The workforce would start increasing from mid-2024 with over 1,000 workers being on-site daily through to mid-2025, followed by a second increase in late 2025 to mid-2026 when a daily average of 1,200 workers is forecast. The third and largest peak is between late 2026 and early 2027 with approximately 1,350 workers being on site daily in February 2027. The final peak is expected between early 2030 to early 2031. During this period there will be approximately 1,320 workers on-site during July and August 2030.

5.3.30 Figure 5.1 below shows the potential workforce split during the forecast peak of the construction workforce in February 2027. There are three key occupations that comprise almost two thirds of the workforce; labourers (22%), operators and drivers (17%) and field non-manuals (25%). These are followed by smaller proportions of pipe fitters, carpenters, masons and electricians. The same trends are observed across the entire construction period.

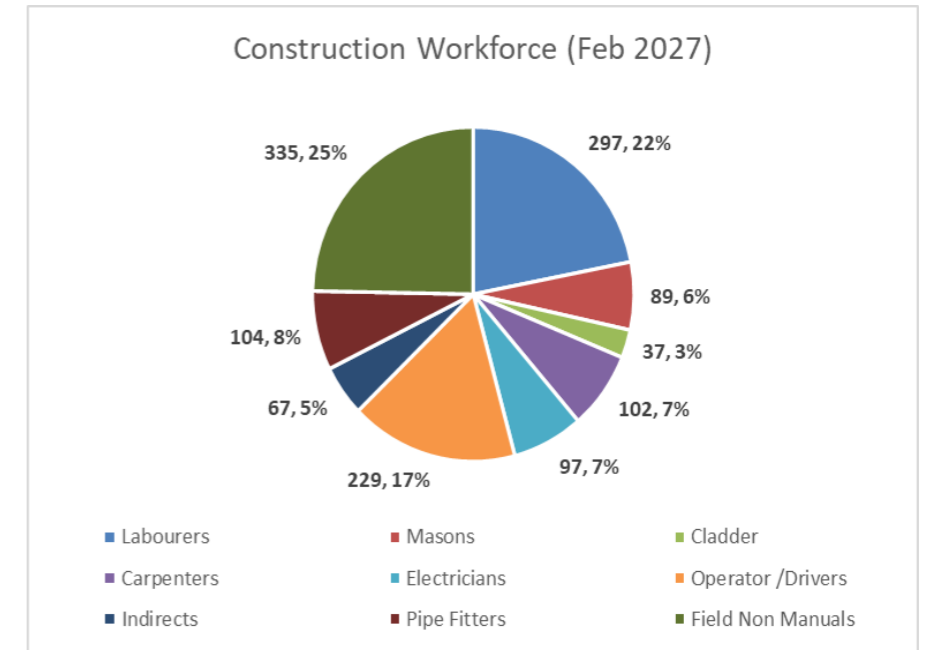


Figure 5.1: Gatwick NRP Construction Workforce Distribution during the peak in February 2027

5.3.31 The precise definition of the workforce that will be required to construct the Project will be supplemented as the detailed design of the Project progresses and following the appointment of the Tier 1 contractors.

5.3.32 It is expected that the ESBS framework would avoid adverse will enhance construction labour supply effects arising from the Project. In addition, Gatwick is committed to supporting the nurturing of local talent in order to boost construction labour pools.

5.3.33 Gatwick is alive to the many construction opportunities the Project presents. Although workforce volumes and roles will vary across the construction phases, the Project’s build programme of well over a decade provides a very valuable opportunity for job seekers to gain and sustain employment. There will be opportunities for people that start careers in construction to continue to reach their full potential (e.g. there will be an opportunity for young people who are still at school to access apprenticeship opportunities and complete their apprenticeships, advancing to higher level craft skills and occupations within the duration of the construction period). In order to facilitate this, a package of construction initiatives would be designed to create

Construction – Additional Contextual Information

Workforce and Skills Requirements

5.3.27 The first employment and wider economic opportunities that can be directly attributed to the Project would arise from the construction phase. These will be generated by workforce

pathways to opportunities for local people, maximising opportunities to match the needs and aspirations of the community with the specific workforce demands created by the Project.

5.3.34 Gatwick is committed to using the Project to create a positive influence on the construction industry through recruiting and employing a construction workforce that is diverse and inclusive. The employment and skills activities would be underpinned by a policy of opening up opportunities to groups or people in the community who have traditionally been underrepresented within the construction workforce.

5.3.35 As a direct employer, we will recruit with DE&I front of mind, finding leaders who make everyday inclusion a core part of how they lead. We will increase the diversity of our own teams at all levels, ensuring we always recruit or promote the best person for the job. We will use our strategic position to help influence the industry we work in. We will work with our partners and suppliers to set expectations, educate and challenge each other, so we all improve together. This commitment to diversity extends to the engagement of SMEs in the supply chain. Gatwick would work with its contractors to ensure that those in a supervisory or management role are appropriately trained to ensure that the right processes, behaviours, attitudes and levels of understanding are embedded across the construction initiatives, to enable the Project to embrace diversity. The Project's construction and other projects designed to support more and different routes into STEM studies and careers would support this as will our connections to Diversity, Equity and Inclusion (DE&I) Groups and other organisations that are able to provide links to demographic groups that are underrepresented in the construction industry.

Construction Employment and Skills Initiatives

5.3.36 The construction skills development programme would be demand- and intelligence-led. Effective and detailed labour market forecasting in combination with close Tier 1 and supply chain partner liaison, would provide a clear evidence base for Gatwick to work collectively with employment brokers and education and skills providers with the dual objectives of Gatwick and its contractors having access to a workforce with the right skills at the right time and ensuring the opportunities are opened up to local communities in a timely way.

5.3.37 A delivery model for construction recruitment and skills development would be shaped in close collaboration with the Construction Industry Training Board (CITB) and the Civil Engineering Contractors Association (CECA). Building on established good practice and what works, the model would reflect the tried and tested National Skills Academy for Construction (NSAfC), which was developed by the CITB and endorsed by the construction industry. The purpose behind the CITB's NSAfC model is to provide a structure and direction to ensure that:

- construction projects are supplied with the right skills at the right time;
- economic and social returns are maximised through investment in training and skills and new, achievable opportunities in work-based learning are created;
- training standards are raised across the sector;
- approved and established benchmarks across industry are created;
- guidance is available to suppliers on meeting tendering requirements and related social obligations;
- organisations are able to demonstrate compliance with employment and skills plans and engaging with local businesses throughout procurement;
- there is access to sustainable local employment to transform communities; and
- a lasting social legacy is created as a result of construction-related activity.

5.3.38 The NSAfC is one of 19 National Skills Academies supporting UK industries by developing training infrastructure to address sector-by-sector skills challenges. The NSAfC was launched in 2006 with the aim of providing dynamic on-site training and skills opportunities wherever there is a suitable project.

5.3.39 The NSAfC has already successfully supported more than 400 projects across the UK, enhancing skills throughout the industry and helping organisations demonstrate their commitment to creating social value in the community. Thus, the Project's construction interventions are supported by a robust platform of learning on what works.

5.3.40 Although not essential to the Project, Gatwick would welcome an opportunity to partner with another organisation within the Gatwick Diamond that has NSAfC status. We feel that connecting

up to other, complementary provision would be the most efficient and effective use of collective resources; particularly if education and skills institutions are required to develop or customise training provision to address contemporary requirements of an increasingly dynamic construction industry and participate in a broader effort to boost the construction workforce generally. This would not affect the delivery of outcomes agreed for the ESBS, responsibility for which lies with Gatwick.

5.3.41 The NSAfC would apply across all of Gatwick's large construction projects. Gatwick began its pursuit of NSAfC status in April 2023 and will be piloting the ways of working embedded within the model to existing projects in readiness for Project construction roll out.

5.3.42 The achievement of NSAfC status would require Gatwick to develop an overarching Employment and Skills Plan, approved by the CITB. That Plan would include a suite of Key Performance Indicators, which are standard, core NSAfC outcomes designed to maximise the potential social value of construction projects, which is their contribution to delivering socio-economic benefits that go beyond their primary purpose.

5.3.43 The CITB has committed to working alongside Gatwick for the duration of the construction phase. Its role will include:

- representation on ESBS governance;
- providing advice on the ongoing development and delivery of the Implementation Plan, including the assessment of risk and introduction of mitigation-measures in a timely way if required;
- ensuring that the Project is connecting, effectively, to the right recruitment brokerage and skills provision, bringing the knowledge and insights of its two in-house advisors for West and East Sussex. Importantly, this will include government sponsored organisations and initiatives including the Department for Work and Pensions, Jobcentre Plus and local authority jobs brokerage agencies as well as local charitable organisations;
- advising on the drafting of contracts, so that they reflect the requirements of GAL regarding the delivery of local employment commitments and also engage local suppliers within the supply chain;
- attending early meetings between Tier 1 and other suppliers to help to articulate clearly the requirements of the ESBS

strategy and projected outputs, to ensure that all elements, including the need for monitoring and record keeping are clear right across the supply chain;

- providing information to contractors on how they can draw down CITB funding for skills development and apprenticeships; and
- engaging Gatwick and Project partners to a practitioners' group to develop and share best practice.

Resourcing and Piloting

5.3.44 Gatwick will employ a fixed term (two-year) Employment and Skills Lead, who will support piloting and preparatory work in relation to employment and skills.

5.3.45 The ESBS Implementation Plan will set out a resourcing strategy for all themes. This will include capacity for the co-ordination of the Project's construction-specific outcomes and will be the focus for connecting the client (Gatwick), its contractors and their labour requirements with:

- employment brokers with an excellent reach into communities seeking skills and jobs;
- education and skills providers; and
- local authorities and other public and charitable sector stakeholders that have strategies for maximising value to communities arising from development.

5.3.46 Gatwick would ensure that a co-ordination function is resourced, which would ensure a clear line of sight between, and delivery of, the following:

- Negotiation with contractors to secure access into work for people from the local community;
- Implementation of the development of a contractor mobilisation process which results in clear action plans for engagement on recruitment and skills;
- Creation of an effective interface with Project contractors to ensure the timely release of jobs and vacancies for local employment brokerage;
- Working with contractors to clearly articulate workforce and skills requirements to all stakeholders that will be involved in referring candidates to the Project;
- Maintaining regular communication with the Project contractors and other skills intervention initiatives to ensure

training supply is relevant to current vacancies and that the construction initiatives are a cohesive element of all employment, skills and business initiatives; and

- Ensuring that the employment brokerage agencies are achieving sufficient reach into communities not traditionally engaged in construction, to meet the Project's Diversity, Equity and Inclusion (DE&I) objectives.

Delivery Responsibility and Outcomes

5.3.47 With very few exceptions, responsibility for almost all of the delivery of employment and skills outcomes will fall to contractors rather than Gatwick. However, Gatwick will ensure that a robust framework is in place to enable all target outcomes to be achieved.

5.3.48 All tenderers and contractors would be made aware of this ESBS and will enter into contracts that commit them to delivering ESBS outcomes. It can reasonably be expected that the size, status and track record of the Tier 1 contractor(s) means that they would be able to demonstrate existing good practice, policies and processes that are consistent with, and complementary to, the commitments within this ESBS. As part of the procurement process, Gatwick would require plans from each Tier 1 contractor, which details their approach to delivering against the objectives of the ESBS. The ESBS will act as the framework for the formulation of these plans.

Table 5.3: Employment and Skills (non-construction)

Employment and Skills (non-construction) – Theme Summary	
Theme Objectives	Options for Employment and Skills (non-construction) Actions
<p>Employment and Skills Objectives:</p> <p>1. Create clear pathways to Gatwick and Gatwick Family employment, skills development and other employment and skills related opportunities arising from the operational phases of the Project for residents of the Local Study Area as a priority, then residents of the Labour Market Area;</p> <p>2. Ensure that these pathways are in place sufficiently in advance of commencement of recruitment to maximise opportunities for take up of these opportunities by residents.</p> <p>3. Create opportunities to target Gatwick and Gatwick Family employment and skills related opportunities arising from business-as-usual operations, from the time of DCO approval, for residents of the Local Study Area as a priority, then residents of the Labour Market Area.</p>	<p>Employment and Skills Actions:</p> <ul style="list-style-type: none"> ▪ Engage with the Gatwick Family, education and skills providers, sector skills development institutions and businesses in close proximity to regularly predict workforce and skills requirements to inform curriculum development and plan recruitment and skills delivery; ▪ Embed processes for raising awareness of the full range of employment and skills opportunities on-Airport; ▪ Optimise the deployment of diversity, equity and inclusion (DE&I) actions aiming to attract new and different talent pools and returners to the labour market. Actions targeting young people could include the development of a scholarship programme.

Employment and Skills (non-construction) – Additional Contextual Information

Workforce and Skills Requirements

- 5.3.49 The majority of on-site non-construction jobs would be generated directly by the Project between 2029, when the Project is expected to open, and 2038, when the Project is expected to be completed.
- 5.3.50 A total of 1,000 jobs are expected to be generated in 2029 based on ICF forecast utilised by Oxera (2023) Economic Impact Report: Local Impact Assessment (ES Appendix 17.9.2). This will increase to 3,100 jobs in 2032 and peak at 3,200 in 2038. In the longer term (i.e. by 2047), the net additional jobs on-site are estimated to be around 3,100 jobs (Figure 5.2).

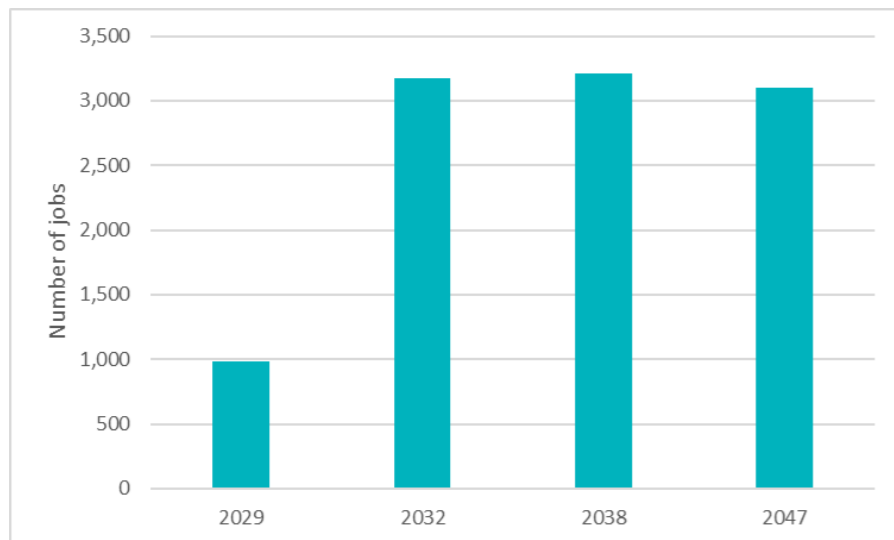


Figure 5.2: On-Airport Employment

Source: Oxera (2023) ES Appendix 17.9.2, Table A3.2

- 5.3.51 As presented in Figure 5.3 below, air cabin crew is the largest type of occupation expected to be generated (32%), followed by catering, cleaning and housekeeping occupations (21%). Over 250 employees will be required in each of security, maintenance tradesmen and customs occupations from 2032 onwards. There would also be over 180 jobs created in higher skilled roles, such as pilots, air traffic control and flight operations, management/professional and information technology roles.

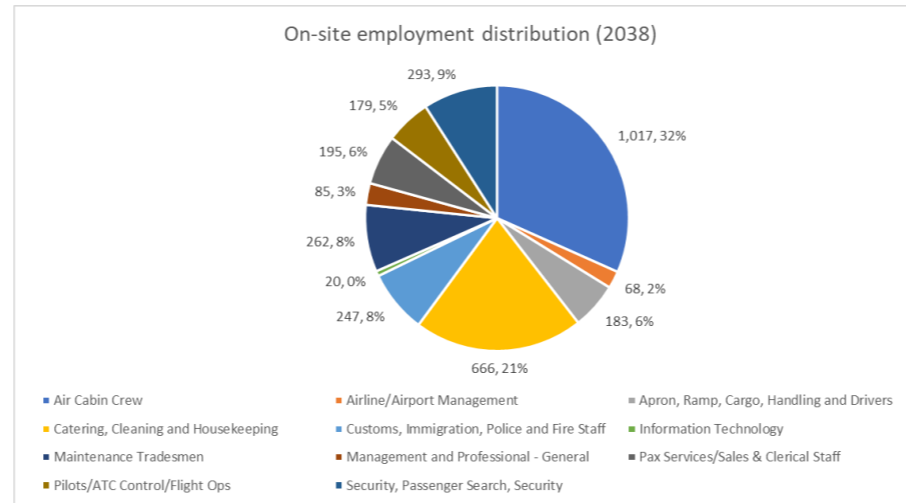


Figure 5.3: On-airport Employment (by type) in 2038

Source: Oxera (2023) ES Appendix 17.9.2, Table A3.2

- 5.3.52 This ESBS theme would open up not only Project-related employment and skills opportunities, but would be the catalyst to opening up opportunities right across the Airport that become available on an ongoing basis. Gatwick would aim to marshal support across the Gatwick Family to incorporate a 'look local first' approach to recruitment, which would include using ESBS brokerage initiatives and the consortium of delivery agencies to achieve this.
- 5.3.53 It would also be the key to instilling cohesion and co-ordination right across Airport-based businesses around the generation of valuable, comprehensive contemporary intelligence on recruitment and skills requirements and gaps. This would inform future curriculum development and enable a much greater level of collaboration by businesses (on- and off-Airport) to develop collective approaches to tackling skills and recruitment challenges.
- Resources**
- 5.3.54 The ESBS would make provision for sufficient dedicated resource to establish robust, working links between Gatwick and the Gatwick Family of businesses to galvanise efforts right across the Airport to achieve employment and skills objectives created not only by the Project but during the course of the Airport's day to day operations. This could extend to contributing to the development and implementation of sector-based recruitment

campaigns by Gatwick campus-based businesses (like the Gatwick Hotels Association) and those based external to the Airport site (Manor Royal BID tenants). Gatwick has employed a Business Engagement Lead on a temporary (two-year) basis to build these relationships.

Table 5.4: Adding Value Through Procurement (goods and services)

Adding Value Through Procurement (goods and services) – Theme Summary	
Theme Objectives	Options for Adding Value Through Procurement (goods and services) Actions
<p>Employment and Skills Objective:</p> <p>1. Leverage the procurement process to support local recruitment and enhance workforce development</p> <p>Business Objective:</p> <p>2. Create the conditions for GAL to increase the sustainability of local businesses and add maximum value to local economy.</p>	<p>Employment and Skills and Business Actions:</p> <ul style="list-style-type: none"> ▪ Gatwick would create a 'Local Procurement Champion' resource to reach out into business communities and organisations that represent and work closely with businesses, to identify and implement actions that would enable Gatwick to contribute to the sustainability and health of the local business base through our Procurement activity. This would include identifying businesses providing compatible goods and services that have potential to become a Gatwick Preferred Supplier and lead the charge to bring 'look local first' front of mind across Gatwick staff with purchasing responsibilities where there is potential for this to add value to local business prosperity. ▪ Gatwick would investigate and roll out mechanisms to communicate how to do business with Gatwick and drive up business capability to do so. This could be supported by use of the Apprenticeship Levy.

Adding Value Through Procurement – Additional Contextual Information

- 5.3.55 There is significant potential to use the scale of GAL’s purchasing power and processes to open up opportunities for more local businesses, including small to medium sized enterprises (SMEs), to benefit from Gatwick contracts or through the supply chain and to drive up business productivity. Gatwick’s commitment to this extends beyond Procurement relating to the construction phases.
- 5.3.56 Gatwick is currently considering how it can deploy its expenditure and expertise most effectively to add value to the business base. We see this as a key plank in our efforts to drive up local investment and business productivity generally and it is crucial to maximising sustainable and early value from the Project.
- 5.3.57 This extends beyond purchasing locally. Although this is an important feature of embedding purchasing behaviours that maximise financial value to the local economy, it is limited without the implementation of a broader range of measures that will support the sustainable productivity and competitiveness of business. Crucially, Gatwick aims to influence practice to develop and safeguard the health and competitiveness of businesses by influencing the implementation of sustainable practice and social value actions through the supply chain, beyond Tier 1 suppliers.
- 5.3.58 Linked to the above, we are defining ‘local’ in terms of the business characteristics that maximise value to communities. This goes beyond location of the business and would include the location of the workforce and that of its supplier base.
- 5.3.59 Over the last two years, GAL has introduced a number of Procurement-related preparatory work areas that will help to shape how we enhance our practice, to contribute to sustaining and improving the health of the local business base. These include:
 - Creation of a database of all suppliers that would be interested in providing goods and services for GAL. We adjusted our procurement online presence to include a dedicated webpage, where SMEs located in the following regional postcodes can complete and submit an expression of interest, listing key details and capabilities (RH, BN, TN, GU, KT, CR, PO, CT, ME, DA, SM and BR). The development of the database of local suppliers has been actively supported by Gatwick Diamond Business, Chambers of Commerce, Coast to Capital LEP, Manor Royal Business Improvement District, the CITB and CECA, communicating the opportunity to register to their members and wider communities of interest;
 - Undertaking more rigorous and detailed interrogation of the location and characteristics of our existing and potential suppliers. In January 2023, the construction team appointed a Supply Chain Lead and a Supply Chain Analyst, who are working with the business representative organisations, CITB and CECA to extend Gatwick’s intelligence on the contracting base;
 - Investigating the merits of an online supplier portal to support greater visibility of Gatwick opportunities; a clear understanding of how to work with Gatwick; and clarity about what Gatwick values from our supply chain, which would include support for local recruitment and workforce development;
 - Considering how best Gatwick can support businesses to gain and sustain the necessary acumen to reach sustainability and competitiveness thresholds required to contract with Gatwick. This includes ongoing relationship building and development with suppliers that enables both client and contractor to excel and drives up the quality and nature of outcomes; and
 - Reviewing Gatwick’s Procurement practices in ways that are appropriate to provide clarity on Gatwick requirements and wider support to promote SME success in tendering, whilst maintaining quality and supply/service continuity.
- 5.3.60 By way of preparation, Gatwick’s Business Engagement Lead will be working closely with the Procurement, Innovation and External Engagement and Policy teams on relationship building and pilot working with partners and will set in place building blocks for practice change in Procurement and associated business engagement practices.
- 5.3.61 The Construction Procurement phase will meet the dual objectives of delivering a high quality Project with a reliable supply of goods and materials and offering opportunities to local businesses, including SMEs, to be involved in the supply chain. A strategy will be produced, which will cover all goods and services procured as part of the construction of the Project.

- 5.3.62 The construction phase is extensive and will require a wide variety of goods and services to be provided quickly and at scale; some of which will be specialist and that can only, practically, be provided by national agencies. Notable here will be the Tier 1 contractors. However, we will ensure that local companies are represented as extensively as possible within the supply chain and at Tier 1 if capability is available locally.
- 5.3.63 We would develop an awareness campaign, which signposts potential opportunities for local contractors and suppliers.
- 5.3.64 We would establish a system to monitor the effectiveness of activities designed to promote the inclusion of local suppliers, including contractor compliance with the tenets of the procurement and wider ESBS strategy.

Table 5.5: Innovation

Innovation – Theme Summary	
Theme Objective	Options for Innovation Actions
<p>Business Objective 1. Maximise the full potential of the Project to drive up entrepreneurship, business productivity and the development of cutting-edge technology</p>	<p>Business Actions: Extend engagement and collaboration with Small to Medium Sized Enterprises (SMEs) beyond the Crawley Innovation Centre, across the Six Authorities Area, to deliver the following:</p> <ul style="list-style-type: none"> ▪ Actively connect with small businesses to engage them with Gatwick’s innovation pipeline. This will involve staff reaching out to build intelligence on the local business community and creating practical connections with businesses with interests / activity focus that matches contemporary Gatwick innovation needs and our trajectory of interests; ▪ Deliver, in collaboration with partners, an awareness raising campaign for businesses and education institutions on Gatwick contemporary and predicted innovation challenges and

Innovation – Theme Summary	
Theme Objective	Options for Innovation Actions
	<p>opportunities to develop solutions for Gatwick and the wider Gatwick Family;</p> <ul style="list-style-type: none"> Roll out innovation challenges to inspire businesses and students alike to develop innovation solutions for Gatwick, with allied support to build capacity to develop solutions, particularly in relation to green technology development; Offer the Airport as a test bed for businesses and research institutions for innovative products and processes - both at the South Terminal Innovation team space and within the STEM Centre; and Curriculum enrichment opportunities for STEM students. <p>Provide funding for investments in key strategic skills, education and innovation infrastructure in accordance with the strategic priorities of major research and Further and Higher Education Institutions.</p>

Innovation – Additional Contextual Information

- 5.3.65 Gatwick views collaboration on innovation with businesses and education providers and the sharing of technology and technology learning to be absolutely key to the health of the Gatwick business as well as increasing business productivity and growth of businesses located right across the Six Authorities Area. Also, the potential of innovation to inspire and motivate young people to pursue STEM studies and careers is pivotal to our commitment to drive up STEM capability across the region.
- 5.3.66 The innovation interventions set out above build upon commitments that Gatwick has already offered to Crawley

Borough Council, notably in support of the Crawley Innovation Centre. This includes:

- Sharing the Gatwick innovation pipeline to explore potential collaborations;
- running an annual Innovation Challenge event for Crawley Innovation Centre tenants;
- Gatwick Senior Management Team providing strategic support to the Crawley Innovation Centre Management Team and practical support to on-site businesses through networking events; and
- Exploring potential to progress the Crawley Innovation Centre Innovation Pipeline/Roadmap through possible testing opportunities at the Airport.

5.3.67 The key differentiating factor between Gatwick’s delivery offer through the Project is our commitment to engaging with businesses and innovation networks across the wider innovation ecosystem, which goes beyond the Crawley Innovation Centre.

5.3.68 Gatwick is engaging on an ongoing basis with external agencies to enable us to reflect and review how we would best work with external partners in the field of innovation through the Project and beyond going forward:

- In August 2022, Gatwick visited the Fareham Innovation Centre and met with the operator Oxford Innovation to understand the role of innovation centres in a wider innovation ecosystem.
- Conversations with Oxford Innovation took place during 2022 and are continuing in 2023, to share insight and explore opportunities to promote innovation further.
- In January 2023, Gatwick visited the Sussex Innovation Centre in Brighton & Hove to further understand the opportunities for potential future collaboration on Innovation with local businesses. We also met with Universal Quantum at University of Sussex to understand the opportunities that Quantum technologies could provide for regional long-term growth and future inward investment.
- Gatwick and other local stakeholders met with Innovate Local in January 2023 to discuss the opportunity for an Innovate Local event to be held in Crawley in 2023 to help businesses to innovate and maximise their success. The Innovate Local Programme is a suite of regional

- engagement events delivered by Innovate UK KTN that promote Innovate UK & UKRI objectives.
- In February 2023, GAL joined the Crawley Innovation Centre Project Board, chaired by Crawley Borough Council. The board members include representatives of Coast to Capital LEP, Crawley Town Deal Board, Manor Royal BID, Gatwick Diamond Initiative, University of Sussex and University of Chichester. The board provides a strategic overview for the development, delivery and monitoring of the Project and its principal delivery goals. Further conversations with Crawley Borough Council are planned to shape and agree GAL’s future involvement in the Innovation Centre.

Table 5.6: Regional Promotion

Regional Promotion – Theme Summary	
Theme Objectives	Options for Regional Promotion Actions
<p>Employment and Skills Objective</p> <p>1. Create the conditions for driving up high level skilled jobs within the Labour Market Area</p> <p>Business Objective</p> <p>2. Showcase and actively promote the economic benefits of the Gatwick region to generate foreign direct investment and expansion of existing businesses and drive up the value of the visitor economy</p>	<p>Employment and Skills and Business Actions</p> <ul style="list-style-type: none"> Develop a Regional Inward Investment Service, informed by the recommendations of the Gatwick Airport Economic Zones research (June 2022) and Gatwick Diamond Initiative (GDI) Regional Inward Investment Business Case (September 2022). Gatwick would collaborate further with GDI to scope an active Regional Inward Investment Service, designed to bring together public and private sector partners with a collective remit to promote a healthy, high value added and resilient economy to drive inward investment and growth across the Gatwick Diamond and wider Labour Market Area.

Regional Promotion – Theme Summary	
Theme Objectives	Options for Regional Promotion Actions
	<ul style="list-style-type: none"> Support the development of a clear visitor generation strategy and set of targeted projects, to be agreed with Gateway Gatwick Partnership members. These will consolidate and underpin the ongoing strategic direction of the Gateway Gatwick Partnership, promoting regional tourism. This could include its integration under the umbrella of the Regional Inward Investment Service, if this progresses.

Regional Promotion – Additional Contextual Information

- 5.3.71 The inaugural Gatwick Airport Economic Summit “Local Economy. Global Opportunity”, which took place in November 2022 brought together over 125 key stakeholders to discuss long-term sustainable economic growth and future inward investment in the region. A key focus of this inaugural event looked at how the region could better define and promote its economic identity, compete for inward investment, attract new, diverse industries and jobs, and secure its long-term economic prosperity. This included international speakers, maximising opportunities to impart a range of learning.
- 5.3.72 Gatwick’s formal Strategic Partnership with Gatwick Diamond Initiative (GDI) was also announced at this event. GDI launched its new inward investment website and platform, reinvigorating the Gatwick Diamond’s online presence and reflecting the changes to the inward investment and business world post-Brexit and the Covid pandemic. Digitally welcoming visitors and existing businesses to the region, the GDI website provides an overview of the all the area has to offer and signposts to specific partners and organisations for further information. This Strategic Partnership currently supports a limited inward investment service, largely confined to place promotion, sign-posting and keeping stakeholders updated and informed.
- 5.3.73 Following the Summit, in 2023 Gatwick has continued to engage with stakeholders to explore opportunities to progress the next steps set out within the AEZ research recommendations.
- 5.3.74 Gatwick engages with local tourism partners to promote the region to international inbound passengers, primarily through the Gateway Gatwick partnership. In addition, in 2022 GAL joined the Sussex Visitor Economy Initiative sub-group to work with partners to develop the Sussex Story. This engagement continues in 2023.
- 5.3.75 The Project would enable Gatwick to contribute to a step change in the promotion of inward investment on the ground; leveraging a greater level of funds, strategic connections, intelligence and leadership from Gatwick’s Executive and Airline Relationship team.
- 5.3.69 The Project would constitute a significant opportunity to promote future domestic and international trade and investment opportunities for the region.
- 5.3.70 In July 2022, Gatwick published the Airport Economic Zone (AEZ) research report. Gatwick commissioned Coast to Capital Local Enterprise Partnership (LEP) to carry out research to provide an understanding of how other airports and their surrounding economic zones function and promote themselves. This builds upon efforts to explore with partners the potential to define a clear regional identity, emphasising regional economic strengths and opportunities as we emerge from the pandemic, and showcasing the area for inward investors as part of Global Britain. Conclusions on what constitutes a successful AEZ included a clearly articulated identity created from attributes that make a region stand out, leverage of both local and national political power and having skills, innovation, and technical education at its heart.

6 Governance, Performance Management and Monitoring

- 6.1.1 ESBS Governance and robust performance and financial management, monitoring and reporting systems will be established. This will be set out in detail within the ESBS Implementation Plan. However, this will include an ESBS Steering Group to ensure that the trajectory of the strategic direction of the programme, expenditure and the delivery of actions and outcomes reflects commitments set out within the Section 106 agreement. It will also include provision for the appointment of wider staff resource, consistent with delivery of a comprehensive, multi-faceted strategy. This will include the employment of an ESBS Co-ordinator, who will be responsible for delivery in accordance with the requirements of the Section 106 agreement.
 - 6.1.2 All aspects of the management and monitoring systems will adhere to data protection requirements. They will incorporate systems for quantitative and qualitative analysis that will enable the embedding of continuous reflection, review, evaluation and recalibration to both deliver against ESBS commitments and to provide learnings on contemporary need, demand, opportunity and the gathering of intelligence on what works and what needs to improve. This will inform decisions on whether and when adjustments to the ESBS need to be made, to ensure continued relevance to communities and business beneficiaries.
- References

7 References

Coast to Capital Local Enterprise Partnership, (2022), *Airport Economic Zones*, Gatwick Airport Ltd

Department for Transport, (2018), *Airports National Policy Statement, new runway capacity and infrastructure at Airports in the South East of England*, HMSO

Department for Transport, (2022), *Flightpath to the Future: a strategic framework for the aviation sector*, HMSO

8 Glossary

8.1 Glossary of terms

Table 8.18.1: Glossary of terms

Term	Description
CECA	Civil Engineering Contractors Association is the representative body for companies who work day-to-day to deliver, upgrade, and maintain the country's infrastructure
CITB	The Construction Industry Training Board
Crawley Innovation Centre	The Centre will be a major technological innovation asset to support existing advanced engineering businesses in Manor Royal, enable growth in new and emerging business sectors, boost innovation, research and development capacity and provide 'grow on' space for hi-tech small businesses
DWP	Department for Work and Pensions
ESBS	Employment, Skills and Business Strategy, setting out how Gatwick would maximise economic benefits for communities and business
Gatwick Diamond Initiative	Business led private/public sector partnership promoting economic growth in a defined area between Croydon and Brighton. Part of the Coast to Capital Local Enterprise Partnership area
Gatwick Family	Businesses operating at Gatwick Airport
NSAfC	National Skills Academy for Construction, a training model developed by the CITB
SMEs	Small to Medium-Sized Enterprises
STEM	Science, Technology, Engineering and Maths
Sussex and Surrey Institute of Technology	Led by Chichester College Group, the North East Surrey College of Technology (NESCOT) and the Universities of Surrey and Brighton, it will create cutting-edge facilities for higher technical educations with a focus on digital and sustainable technologies, with the aim to widen

	participation into Higher Education and provide a pipeline of talent for local and regional employers
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**APPENDIX 5
DRAFT AIR QUALITY ACTION PLAN**

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Contents

1	Introduction	5
1.2.	Purpose of this Document	6
1.3.	Interaction with controls in the draft DCO and draft s106 Agreement	1-8
2	Description of Air Quality Measures – Construction Phase	9
2.2.	Summary of Construction Phase Impacts	9
2.3.	Sign-posting to Air Quality Construction Measures	9
3	Description of Air Quality Measures – Operational Phase	13
3.1.	Summary of Operational Phase Impacts	13
3.2.	Surface Access	13
3.3.	Aircraft Emissions	16
3.4.	Airside Vehicles	20
3.5.	Energy and Fixed Plant	22
3.6.	Miscellaneous Emissions	24
4	Air Quality Monitoring	26
4.2.	Emissions Inventory	30
4.3.	Ultrafine Particulate Matter	30
4.4.	Odour Management	30
5	External Engagement	5-31
6	Structure of an AQAP	6-32
6.1.	Executive Summary	6-32
6.2.	Introduction	6-32
6.3.	Report on updates to relevant designations, legislation and standards	6-32
6.4.	Report on Monitoring and Programmes of Studies	6-32
6.5.	Report on the updated Emissions Inventory	6-32
6.6.	Report on Measures Taken	6-32
6.7.	Report on Engagement	6-33
6.8.	Conclusion	6-33
7	References	7-33
7.1.	Published Documents	7-33

1 Introduction

1	Introduction	1-3
1.2.	Air Quality Improvements	1-3
1.3.	Purpose of this Document	1-4
2	Air Quality Measures – Construction Phase	2-5
2.2.	Construction Phase Impacts	2-5
2.3.	Air Quality Measures	2-5
3	Air Quality Measures – Operational Phase	3-7
3.1.	Operational Phase Impacts	3-7
3.2.	Surface Access	3-7
3.3.	Aircraft Emissions	3-9
3.4.	Airside Vehicles	3-11
3.5.	Energy and Fixed Plant	3-12
3.6.	Miscellaneous Emissions	3-13
4	Air Quality Monitoring	4-14
4.2.	Emissions Inventory	4-17
4.3.	Ultrafine Particulate Matter	4-17
4.4.	Odour Monitoring	4-18
5	External Engagement	5-18
6	References	6-19
6.1.	Published Documents	6-19

~~1~~ Introduction

- 1.1.1 The air quality assessment provided for the **Environmental Statement (ES) Chapter 13 [APP-038][REP3-018]** for the Northern Runway Project ('NRP' or the 'Project') demonstrates that no significant impacts are identified as a result of the Project. Therefore, no Project related mitigation is required. However, it is acknowledged in paragraph 13.5.72 of **ES Chapter 13 [APP-038][REP3-018]** that *"there are no thresholds of effect at a population level identified for pollutants such as NO₂, PM₁₀ and PM_{2.5} (Public Health England, 2019), so there are health benefits to be gained from improving air quality even at concentrations below the standards"*.
- 1.1.2 Gatwick Airport Limited ('GAL') has a long history of implementing measures to improve air quality and the current Gatwick Second Decade of Change (Gatwick, 2023) includes an objective to 'Improve air quality impacts' with the target to 'maintain zero breaches of the air quality limit values'.
- 1.1.3 GAL has carried out monitoring and funded monitoring at the airport and in the vicinity for over 20 years, providing one of the longest running airport monitoring sites in the UK.
- 1.1.4 The historical implementation of measures along with the long history of air quality monitoring by the airport demonstrates the commitment to understanding and acting upon airport impacts on local air quality.

~~1.2~~ Air Quality Improvements

~~1.2.1 Improving air quality relies on range of measures being taken across multiple sources. As part of the Development Consent Order (DCO) application for the Project, GAL has committed to measures through its wider sustainability commitments which will reduce emissions from all key sources.~~

~~1.2.2 The majority of actions taken to reduce emissions would be secured in the following documents, should the DCO be granted:~~

- ~~▪ The Carbon Action Plan (CAP) [APP-091] secured by Requirement 21 of the Draft DCO (Doc Ref. 2.1);~~
- ~~▪ The Surface Access Commitments (SAC) [APP-090] secured by Requirement 20 of the Draft DCO (Doc Ref. 2.1);~~
- ~~▪ The Code of Construction Practice (Doc Ref. 5.3) secured by Requirement 7 of the Draft DCO (Doc Ref. 2.1);~~
- ~~▪ The Outline Construction Traffic Management Plan [APP-085] secured by Requirement 12 of the Draft DCO (Doc Ref. 2.1);~~
- ~~▪ The Outline Construction Workforce Travel Plan [APP-084] secured by Recruitment 13 of the Draft DCO (Doc Ref. 2.1); and~~
- ~~▪ The DCO Section 106 Agreement.~~

1.2. Purpose of this Document

~~1.2.3 Under the Section 106 Agreement, GAL shall provide an Air Quality Action Plan to the Councils (the signatories to the Agreement) on or before 30th June in the fifth year following commencement of Through the Project as defined in the **Draft DCO** (Doc Ref 2.1) and thereafter on every fifth anniversary until the end of the Monitoring Period (as defined in the Section 106 Agreement as being nine years from the commencement of dual runway operations).~~

1.2.1 This document comprises the draft Air Quality Action Plan (AQAP) for Gatwick Airport, forming Appendix 6 of the Section 106 Agreement. This draft AQAP sets out the framework for future AQAPs, describing how it will report on measures and monitoring. GAL has made a number of commitments related to air quality and odour management to be undertaken by GAL which are secured under the draft DCO (Doc Ref. 2.1) and the draft DCO or the s106 Agreement. In some instances, these measures and monitoring (Doc Ref. 10.11) which are to mitigate impacts and enhance the benefits arising from the Project. There are a number of commitments are cross-cutting measures of the Project and are included in other application made which will or may have benefits for the air quality in and around the airport which are across the control documents listed in Section 1.2, such as the CAP and SAC which are secured through individual requirements. In those instances, . In this document summarises the cross-cutting measures that could also help context, GAL has committed to providing the Councils with an Air Quality Action Plan every 5 years following the Commencement of Dual Runway Operations to draw together and report on the actions it has taken to improve air quality and therefore of relevance to this document and future AQAPs.

1.2.2 ~~The future~~As required under the draft DCO s106 Agreement, the AQAPs must be substantially in the same form of this document and will contain:

- updates on any ongoing programmes of studies of NO_x/NO₂, PM₁₀ and PM_{2.5} attributable to activity at Gatwick Airport that GAL is carrying out from time to time;
- reporting on measures taken by GAL to improve air quality in the preceding five year period;
- consideration given by GAL to any Air Quality Management Area (AQMA) designated within 2km of Gatwick Airport at the relevant time; **and**
- reporting on relevant updates to national standards or legislative requirements relating to air quality at Gatwick Airport including any proposed changes to the locations of the air quality monitors under paragraph 3 of this Schedule; and
- an updated Emissions Inventory.

~~1.2.4 The future AQAPs should be also read alongside the Air Quality Monitoring Reports (AQMR) that are required to be produced by GAL annually under the Section 106 Agreement. Monitoring requirements and relevant engagement~~

~~with the Councils is discussed further in Section 4 of this report.~~

1.2.3 To assist the parties in understanding and agreeing the scope of the AQAP that will be provided under the draft DCO s106 Agreement, this draft AQAP has been prepared and shared with the JLAs. Sections 2 to 5 provide contextual information and section 6 provides an outline and description of the content of the AQAPs. AQAPs submitted under the draft DCO s106 Agreement must be substantially in the form of this draft AQAP.

1.3. Interaction with controls in the draft DCO and draft s106 Agreement

1.3.1 As part of the Project, GAL is committing to control documents under which GAL may take actions which may or will deliver air quality improvements and/ or reduce emissions. The AQAP will report on the measures that GAL has taken in the preceding 5 years.

1.3.2 The relevant control documents are:

- The Carbon Action Plan (CAP) [APP-091] secured by Requirement 21 of the Draft DCO (Doc Ref. 2.1);
- The Surface Access Commitments (SAC) [REP3-028] secured by Requirement 20 of the Draft DCO (Doc Ref. 2.1);
- The Code of Construction Practice [REP4-007] secured by Requirement 7 of the Draft DCO (Doc Ref. 2.1);
- The Outline Construction Traffic Management Plan [REP5-020] secured by Requirement 12 of the Draft DCO (Doc Ref. 2.1); and
- The Outline Construction Workforce Travel Plan [APP-084] secured by Recruitment 13 of the Draft DCO (Doc Ref. 2.1).

1.3.3 This draft AQAP refers to a number of these control documents and in some cases has copied in the relevant obligations to assist the reader in understanding the proposed scope of an AQAP. This draft AQAP does not duplicate those controls.

~~4.2.3~~1.3.4 In addition to the AQAPs, GAL will work with RBBC to produce the Joint Air Quality Monitoring Report under Schedule 4 of the draft DCO s106 Agreement and will provide the data of it's own monitoring to the Councils. Both the Air Quality Action Plans and the Joint Air Quality Monitoring Reports will be published on GAL's website.

2 Description of Air Quality Measures – Construction Phase

2.1.1 ~~2.1.1~~ As air quality in relation to construction activities is controlled by the **ES Appendix 5.3.2: Code of Construction Practice (CoCP)** ~~[REP1-021] (Doc Ref. 5.3)~~ which is secured by Requirement 7 of the Draft DCO. [REP4-007] (Doc Ref. 5.3), this section has been included for context only. Future AQAPs will not report on construction-related measures and monitoring so as to not duplicate the ~~reporting mechanisms in the CoCP. A summary of these measures have been included in this draft for context only~~ controls in the CoCP.

2.2. Summary of Construction Phase Impacts

2.2.1 There will be demolition, earthworks, construction, and construction vehicle movements associated with the Project.

2.2.2 As identified in the Institute of Air Quality Management (IAQM) Guidance on the assessment of dust from demolition and construction (Stoaling *et al.*, 2024) all of the sources could have a potential significant effect. Therefore, a construction dust assessment for the Project has been carried out and is presented in **ES Appendix 13.9.1: Air Quality Results Tables and Figures** ~~[APP-163]. [APP-163].~~

2.3. Sign-posting to Air Quality Construction Measures

2.3.1 With the application of best practice mitigation measures detailed in **ES Appendix 13.8.1: Air Quality Construction Period Mitigation** ~~[APP-161]. [APP-161].~~ all effects can be reduced to a negligible level. All relevant dust and emissions mitigation measures and dust monitoring commitments are included in **ES Appendix 5.3.2: Code of Construction Practice (CoCP)** ~~(Doc Ref. 5.3), reflecting the content of ES Appendix 13.8.1 [APP-161]. [REP4-007], reflecting the content of ES Appendix 13.8.1 [APP-161].~~ This includes best practice mitigation measures following the IAQM Guidance on the assessment of dust from demolition and construction. Continuous monitoring at high-risk sites with automatic (Osiris type) equipment will be included. Details of the monitoring arrangements and reporting are provided in the outline Dust Management Plan (oDMP).

2.3.2 ~~The CoCP~~ The CoCP [REP4-007] secures all measures to be used to manage and monitor dust and emissions impacts during the construction phase, some examples include:

- ~~—~~ Develop and implement a Construction Dust Management Plan (DMP), which may include measures to control other emissions, and will be approved by the relevant planning authority.
- Carry out monitoring using real-time particulate matter (PM₁₀) continuous monitoring equipment at high-risk sites.

- ~~Ensure all on-road vehicles comply with the requirements of the London Low Emission Zone and the London Non-Road Mobile Machinery standards, where applicable.~~
- All Non-Road Mobile Machinery (NRMM) net power 37kW to 560kW will comply with the engine emissions standards set by London LEZ for NRMM across all sites within the Order Limits. From 1 January 2025, NRMM used on any site will be required to meet emission standard Stage IV as a minimum. From 1 January 2030, NRMM used on any site will be required to meet emission standard Stage V as a minimum.
- Application of best practice measures to manage dust from demolition, earthworks, construction and trackout.

- 2.3.3 Additional control documents are appended to the CoCP which will provide further measures that would help to improve air quality. This includes the ~~outline~~**Outline Construction Traffic Management Plan** (ES Appendix 5.3.2, Annex 3) ~~[APP-085][REP5-020]~~ and **outline Construction Workforce Travel Plan** ~~[APP-084][APP-084]~~ (ES Appendix 5.3.2, Annex 2) described further below.
- 2.3.4 Measures to reduce effects from construction traffic movements will be managed by the Construction Traffic Management Plans (CTMP), to be substantially in accordance with the **outline CTMP** (ES Appendix 5.3.2, Annex 2) ~~[APP-085][REP5-020]~~ and approved in line with Requirement 12 of the ~~Draft DGO~~ (Doc Ref. 2.1).
- 2.3.5 Construction traffic routing would direct traffic through the Strategic Road Network via the M23 Junction 9 in order to avoid any routing through the M23 Junction 10 and Hazelwick Air Quality Management Area. This approach would also minimise construction traffic on local minor routes except where necessary for local supply chain vehicles. The plan excludes local suppliers to allow for efficient routing. The CTMP would also manage delivery scheduling to avoid queuing or idling of vehicles, thus reducing emissions to air.
- 2.3.6 The **outline Construction Workforce Travel Plan (CWTP)** ~~[APP-084][APP-084]~~ considers the various transport modes available to the workforce: public transport, including rail and bus services; private car travel; car sharing; and active travel routes like walking and cycling. The plan acknowledges the potential issues with single private car travel and proposes measures to reduce the use of this mode and mitigate the impact of those who continue to use it. These measures will support emissions reductions associated with travel to site.
- 2.3.7 ~~Additional~~A list of measures to achieve the outcomes in the CAP and included within the CAP itself. These measures are presented to demonstrate how GAL can achieve the committed outcomes, rather than as individual commitments themselves. Examples of additional measures that could be taken to reduce emissions from construction equipment are included in the **CAP** ~~[APP-091]~~ ~~which is~~

~~secured by DCO Requirement 21. [APP-091].~~ The cross-cutting construction measures in the CAP which ~~will~~would help to improve air quality are set out in ~~Error! Reference source not found. Table 2.1 below.~~ These measures form part of the CAP's toolkit of options which can be used in order to meet the carbon targets. However, there would also be associated improvements in emissions of NO_x, PM₁₀ and PM_{2.5}. ~~of complying with the CAP.~~

~~A further measure in the CAP toolkit which could be used during construction is CN16 "Minimising unnecessary transport and packaging".~~

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2.3.8 To avoid duplication, **Table 2.1** excludes measures that are contained within the CAP that would provide air quality improvements but which are contained within other control documents, as listed above. For instance, the development of a CTMP and CWTP, and compliance with the London Low Emission Zone and London Non-Road Mobile Machinery standards.

Table 2.1: CAP construction measures

<u>CAP reference</u>	<u>Measure</u>	<u>Air quality impact</u>
<u>CN16</u>	<u>Minimising unnecessary transport and packaging</u>	<u>Reduction in Heavy Goods Vehicle (HGV) road traffic emissions.</u>

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3 Description of Air Quality Measures – Operational Phase

3.1. Summary of Operational Phase Impacts

3.1.1 ~~The~~ As set out in Environmental Statement (ES) Chapter 13 [REP3-018] the key sources of emissions from the operation of the airport can be summarised as:

- surface access;
- aircraft emissions;
- airside vehicles;
- energy and fixed plant; and
- miscellaneous emissions.

~~1.1.1 This section will report on the cross-cutting measures being taken for each of these five key sources of emissions which have helped to improve air quality in the preceding five year period.~~

~~1.1.2 The AQAPs will also give consideration to any Air Quality Management Area (AQMA) designated within 2km of Gatwick Airport at the relevant time, as secured by the s106 Agreement.~~

3.2. Surface Access

3.2.1 The 2013 Aviation Policy Framework (DfT, 2013) requires all airports with over 1,000 annual passenger air traffic movements to produce an Airport Surface Access Strategy (ASAS). The Gatwick ASAS (Gatwick Airport Ltd. 2022) is an eight-year plan that sets out targets and action plans for sustainable surface access, including the strategy to sustainably develop infrastructure, services, relationships and ways of working that GAL will put in place to support airport operations, GAL's users and neighbouring communities through to 2030. GAL remains committed to promoting and supporting passengers and staff to use sustainable modes of access to and from GAL, for which it commits to achieving ambitious targets to increase sustainable transport mode share.

3.2.2 Sustainable access remains at the heart of Gatwick's Second Decade of Change sustainability strategy and is wholly consistent with Government's direction on decarbonisation of transport and sustainable aviation. The ASAS has been updated to accommodate the increase in passenger and staff access to and from Gatwick Airport under dual runway operations.

3.2.3 With transport being the second largest contributor to air quality emissions, the measures being taken in the SAC ~~(secured by DCO Requirement 20)~~ and ASAS will help to reduce the emissions associated with the Project. Additionally, the Project includes measures which will help the flow of traffic and therefore help reduce congestion and the associated increased emissions. The highway~~The highway~~ improvement works are described in ES Chapter 5: Project Description [AS-133] and are secured in the Draft DCO (Doc Ref. 2.1).

~~improvement works are described in ES Chapter 5: Project Description [AS-133] and are secured in the Draft DCO (Doc Ref. 2.1).~~

3.2.4 The SACs ~~sets set~~ out four core commitments for mode share targets (commitments 1 to 4) as shown in ~~Table 3.1. Table 3.1.~~ These four commitments are provided to give confidence that with the use of a range of measures available to GAL the outcome will be achieved, whilst maintaining the flexibility as to the measures which GAL will use to do so. ~~Commitments 5 to 14 are part of the toolkit of options available to GAL and give flexibility to how the mode share targets will be achieved. The AQAPs will report on measures put in place pursuant to the commitments in the SAC that would improve air quality. A summary of those measures have been included in this draft for context only.~~ Further commitments, beyond the mode share commitments, are specified in the SACs (commitments 5 to 14), which prescribe specific actions that GAL must implement and which will contribute towards the achievement of the primary mode share targets.

Table 3.4.3.1 SAC measures

SAC reference	Measure	Air quality impact
Commitment 1	A minimum of 55% of air passenger journeys to and from the Airport to be made by public transport.	Reduce road traffic emissions.
Commitment 2	A minimum of 55% of airport staff journeys to and from the Airport to be made by public transport, shared travel and active modes.	Reduce road traffic emissions.
Commitment 3	A reduction of air passenger drop-off and pick-up car journeys at the Airport to a mode share of no more than 12% of surface access journeys.	Reduce road traffic emissions.
Commitment 4	At least 15% of airport staff journeys originating within 8km of the Airport to be made by active modes.	Reduce road traffic emissions.
Commitment 5	GAL will provide reasonable financial support to enable regional bus and coach services as set out in the SAC.	Reduce road traffic emissions.
Commitment 6	GAL will provide reasonable financial support in relation to the local bus service as set out in the SAC.	Reduce road traffic emissions.

Commitment 7	GAL will also provide reasonable support for direct services from Crawley Down and Cophorne to Gatwick to improve local accessibility to the airport.	Reduce road traffic emissions.
Commitment 9	GAL commits to using parking charges to influence air passenger travel choices and support its approach to sustainable surface	Reduce road traffic emissions.

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SAC reference	Measure	Air quality impact
	access, to the extent necessary to achieve the mode share commitments.	
Commitment 40	Forecourt charges are an important influence on mode choice and GAL commits to using forecourt charges to influence passenger travel choices and support its approach to sustainable surface access.	Reduce road traffic emissions.
Commitment 44	GAL commits to maintaining the number of parking spaces allocated for staff use at or below current levels (6,100 spaces). There will therefore be no increase in staff parking provision as part of the Project.	Reduce road traffic emissions.
Commitment 42	GAL commits to introducing measures to discourage single-occupancy private vehicle use by staff.	Reduce road traffic emissions.
Commitment 44	GAL will also set aside a Transport Mitigation Fund (TMF) to support further interventions, particularly should the need arise for additional measures in the area surrounding the Airport as a direct result of airport-related growth.	Reduce road traffic emissions.

3.3. Aircraft Emissions

3.3.1 A list of potential measures to achieve the outcomes in the CAP is included within the CAP itself. These measures are presented to demonstrate how GAL can achieve the committed outcomes, rather than as individual commitments themselves. As such, the individual measures listed do not represent specific mitigation relied upon for the purposes of the assessment. Instead, the overarching emissions reduction 'outcomes' to which they relate (as described in the CAP) are the mitigation assumed as part of the assessment, for carbon but not for air quality.

3.3.13.3.2 Emissions from aircraft and reductions which can be achieved by working with airport partners, operational management and technology improvements have been considered in the CAP. A summary of the measures, included as part of the toolkit of measures in the CAP, which ~~could be used to achieve the CAP outcomes and which would~~ will also help improve local air quality, are provided in ~~Table 3.2.~~ **Table 3.2.**

3.3.23.3.3 Various measures in the CAP would support the uptake of sustainable aviation fuel (SAF) which will help reduce carbon emissions and also reduce emissions of NO_x PM₁₀ and PM_{2.5} emissions. In addition to encouraging the uptake of SAF, GAL will review the emerging evidence on the link between the sulphur content of aviation fuel and Ultrafine Particle (UFP) emissions and will work with industry

partners to assess the benefits and feasibility of reducing the sulphur content of the fuel.

~~3.3.33.3.4~~ The ~~AQAPs~~AQAP will report on ~~these~~the measures ~~taken~~ under the CAP which ~~would also help improve local air quality. A summary of those measures~~ have been ~~included~~implemented in this draft for context only. achieving the CAP outcomes which have an air quality impact.

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Table 3.23.2 CAP aviation measures

CAP reference	Measure	Air quality impact
FL01	Carry out a survey of airlines to update knowledge of use of single engine (or reduced-engine) taxiing and follow up to understand reasons why they may not use single-engine or reduced-engine taxiing. GAL would identify and evaluate potential changes to taxi routes to encourage greater use of single or reduced engine taxiing.	Reduce aircraft engine emissions.
FL02	Negotiate with key airlines operating narrow-body aircraft at Gatwick to participate in a trial use of Taxibot for taxiing without the use of main engines.	Reduce aircraft engine emissions.
FL04	Offer reduced landing charges; reduced gate use charges and remove the carbon charge to airlines that commit to use levels of Sustainable Aviation Fuels ("SAF") significantly above the UK proposed SAF mandate.	Reduce aircraft engine emissions.
FL05	Carry out a review of the potential to implement Preconditioned Air Units ("PCA") on gates and stands, with the aim of identifying those gates/stands at which PCA could be installed.	Reduce auxiliary power unit (APU) emissions.
FL08	Establish a "sustainable aviation watching brief" to monitor and evaluate emerging technologies and industry best practice, for example for sustainable flight operations.	Reduce aircraft engine emissions.
FL09	Limit aircraft APUs to run no more than five minutes after arrival and 10 minutes before departure at gates and stands where Fixed Electric Ground Power ("FEGP") and PCA are available.	Reduce APU emissions.
FL10	Installation of PCA at suitable gates/stands	Reduce APU emissions.
FL12	Supporting electric aircraft	Reduce aircraft engine emissions.
FL13	Supporting hydrogen-fuelled aircraft	Reduce aircraft engine emissions.

CAP reference	Measure	Air quality impact
FL14	Application of taxiing efficiency	Reduce aircraft engine emissions during taxiing.
FL15	Develop a proposal for green slots (which give consideration to air quality emissions reduction) as <u>part of development plans for the Northern Runway Project.</u>	Reduce aircraft engine emissions.

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CAP reference	Measure	Air quality impact
	part of development plans for the Northern Runway Project.	

3.4. Airside Vehicles

3.4.1 Airside vehicles do not contribute a significant amount to local air pollution concentrations due to the relatively low contribution to total airport emissions and the distance that they occur from where people are exposed. However, action to reduce emissions will still have a positive effect on air quality as part of the cumulative reductions from the airport activity.

3.4.2 ~~A summary list of measures to achieve the outcomes in the CAP is included within the CAP itself. These measures are presented to demonstrate how GAL can achieve the committed outcomes, rather than as individual commitments themselves. A summary of the measures, included as part of the toolkit of measures in the CAP, which could be used to achieve the outcomes in the CAP and which would will~~ also help improve local air quality are provided in ~~Table 3.3. Table 3.3.~~

3.4.23.4.3 ~~The AQAPsAQAP will report on those the measures taken under the CAP which would also help improve local air quality. A summary of those measures have been included implemented in this draft for context only. achieving the CAP outcomes which have an air quality impact.~~

Table 3.3.3 CAP airside vehicle measures

CAP reference	Measure	Air quality impact
AB7	Carry out a review of all vehicles and equipment operating as part of airport operations (including those of airlines and contractors) to understand the challenges, barriers, and opportunities of ZEV adoption.	Reduce airside vehicle emissions.
AB8	Offer Gatwick as an innovation hub to support research and development of suitable ZEV/ZE equipment technologies for airport operation needs.	Reduce airside vehicle emissions.
	Review targets for ZEV adoption on the airport: all vehicles in use for airport operations to be	

CAP reference	Measure	Air quality impact
AB9	zero emissions from 2030, provided ZE technologies are available (any vehicles for which zero-emission technology options are not available shall meet ultra-low emission standards by 2030.	Reduce airside vehicle emissions.
AB10	Develop a plan for roll-out of recharging infrastructure for electric vehicles operating at the airport, to support a 100% ZE airport fleet.	Reduce airside vehicle emissions.
<u>AB11</u>	<u>Develop a plan for the deployment of hydrogen vehicle refuelling infrastructure to support hydrogen vehicles operating at or visiting the airport</u>	<u>Reduce airside vehicle emissions.</u>
<u>AB21</u>	<u>Initiate a sustainability working group or partnership with third party operators at Gatwick Airport to support the transition to zero emission vehicles.</u>	<u>Reduce airside vehicle emissions.</u>
<u>AB27</u>	<u>Purchase ZEVs when GAL-owned vehicles are due to be replaced (where suitable vehicles exist).</u>	<u>Reduce airside vehicle emissions.</u>
<u>AB28</u>	<u>Implement a plan for recharging infrastructure phased to be ready ahead of vehicle shift to Zero Emissions.</u>	<u>Reduce airside vehicle emissions.</u>
<u>AB29</u>	<u>Implement a plan for hydrogen refuelling infrastructure to support airport operations and transport requirements in time for the deployment of ground operations hydrogen fleet.</u>	<u>Reduce airside vehicle emissions.</u>
<u>AB30</u>	<u>Ensure that airside coaching buses and landside shuttle/car park buses are zero emission by investing in ZE buses and necessary infrastructure.</u>	<u>Reduce airside vehicle emissions.</u>

CAP reference	Measure	Air quality impact
AB11	Develop a plan for the deployment of hydrogen vehicle refuelling infrastructure to support hydrogen vehicles operating at or visiting the airport	Reduce airside vehicle emissions.
AB21	Initiate a sustainability working group or partnership with third party operators at Gatwick Airport to support the transition to zero emission vehicles.	Reduce airside vehicle emissions.
AB27	Purchase ZEVs when GAL-owned vehicles are due to be replaced (where suitable vehicles exist).	Reduce airside vehicle emissions.
AB28	Implement a plan for recharging infrastructure phased to be ready ahead of vehicle shift to Zero Emissions.	Reduce airside vehicle emissions.
AB29	Implement a plan for hydrogen refuelling infrastructure to support airport operations and transport requirements in time for the deployment of ground operations hydrogen fleet.	Reduce airside vehicle emissions.
AB30	Ensure that airside coaching buses and landside shuttle/car park buses are zero emission by investing in ZE buses and necessary infrastructure.	Reduce airside vehicle emissions.

3.5. Energy and Fixed Plant

3.5.1 The Project will help to reduce emissions from energy and fixed plant sources through the design being implemented.

3.5.2 A list of measures to achieve the outcomes in the CAP is included within the CAP itself. These measures are presented to demonstrate how GAL can achieve the committed outcomes, rather than as individual commitments themselves. A summary of the heating and energy related measures, included as part of the toolkit of measures in the CAP, which ~~could be used to achieve the outcomes in the CAP and which would~~will also help improve local air quality are provided in **Table 3.4**. ~~The AQAPs will report on those measures taken under the CAP which would also help improve local air quality. A summary of those measures have been included in this draft for context only.~~**Table 3.4.**

3.5.3 The AQAP will report on the measures under the CAP which have been implemented in achieving the CAP outcomes which have an air quality impact.

Table 3.4.3.4 CAP energy and fixed plant measures

CAP reference	Measure	Air quality impact
AB1	Produce a strategy and action plan to deliver zero emission heating and cooling by 2030.	Reduce energy emissions.
AB5	Establish a "watching brief" to monitor and evaluate potential micro-generation options	Reduce energy emissions.
<u>AB16</u>	<u>Continue to engage and influence third-party stakeholders to further improve energy efficiency on the Gatwick estate.</u>	<u>Reduce energy emissions.</u>
<u>AB17</u>	<u>Employ best practices in green leases and green procurement when leases and contracts renew, such as agreeing to energy reduction targets and measures with contractors and tenants.</u>	<u>Reduce energy emissions.</u>
<u>AB19</u>	<u>Studying the viability of heat recovery</u>	<u>Reduce energy emissions.</u>
<u>AB20</u>	<u>Produce an Energy Strategy and Action Plan to deliver zero emission energy by 2030</u>	<u>Reduce energy emissions.</u>
<u>AB24</u>	<u>Increase insulation and air tightness within Gatwick buildings to reduce heat energy usage and improve the energy efficiency of existing buildings to at least an energy performance certificate ("EPC") rating of B.</u>	<u>Reduce energy emissions.</u>

CAP reference	Measure	Air quality impact
AB16	Continue to engage and influence third-party stakeholders to further improve energy efficiency on the Gatwick estate.	Reduce energy emissions.
AB17	Employ best practices in green leases and green procurement when leases and contracts renew, such as agreeing to energy reduction targets and measures with contractors and tenants.	Reduce energy emissions.
AB19	Studying the viability of heat recovery	Reduce energy emissions.
AB20	Produce an Energy Strategy and Action Plan to deliver zero emission energy by 2030	Reduce energy emissions.
AB24	Increase insulation and air tightness within Gatwick buildings to reduce heat energy usage and improve the energy efficiency of existing buildings to at least an energy performance certificate ("EPC") rating of B.	Reduce energy emissions.

3.6. Miscellaneous Emissions

3.6.1 The Project will help to reduce emissions from other sources of emissions through the design being implemented. Opportunities to reduce emissions to air from the use of hydrogen are being considered in ~~the CAP as measures that could be used to achieve the outcomes of~~ the CAP and these are summarised in this section as they relate to a wide range of emission sources.

3.6.2 A summary list of measures to achieve the outcomes in the CAP is included within the CAP itself. These measures are presented to demonstrate how GAL can achieve the committed outcomes, rather than as individual commitments themselves. A summary of the measures, included as part of the toolkit in the CAP, which ~~could be used to achieve the outcomes in the CAP and which would will~~ also help improve local air quality are provided in ~~Table 3.5. Table 3.5.~~

~~3.6.23.6.3~~ The AQAPsAQAP will report on ~~these the~~ measures ~~taken~~ under the CAP which ~~would also help improve local~~ have been implemented in achieving the CAP outcomes which have an air quality. ~~A summary of those measures have been included in this draft for context only. impact.~~

Table 3.5.5 CAP miscellaneous measures

CAP reference	Measure	Air quality impact
<u>AB2</u>	Establishing a "watching brief" on hydrogen use. <u>The watching brief will monitor both the availability and use of hydrogen at the airport (including aircraft auxiliary power units ("APUs"), power units ("PUs"), aircraft, public service vehicles, airport owned vehicles, freight and heating)</u>	Reduce emissions to air from a range of sources depending on the application and use <u>of hydrogen fuel cells.</u>
<u>AB3</u>	The watching brief will monitor both the availability <u>Exploring potential for green hydrogen production</u>	Reduce emissions to air from a range of sources depending on the application and use of hydrogen fuel cells.
<u>AB2AB31</u>	and use of hydrogen at the airport (including aircraft auxiliary power units ("APUs"), power units ("PUs"), <u>Enforce the use of zero carbon standby power generators (including battery generation, hydrogen and fuel cells) for all uses of standby generation within the Gatwick boundary.</u>	Reduce emissions to air from a range of sources depending on the application and use of hydrogen fuel cells.
	aircraft, public service vehicles, airport owned vehicles, freight and heating)	

CAP reference	Measure	Air quality impact
		of hydrogen fuel cells.
AB3	Exploring potential for green hydrogen production	Reduce emissions to air from a range of sources depending on the application and use of hydrogen fuel cells.
AB31	Enforce the use of zero carbon standby power generators (including battery generation, hydrogen and fuel cells) for all uses of standby generation within the Gatwick boundary.	Reduce emissions to air from a range of sources depending on the application and use of hydrogen fuel cells.

4 Air Quality Monitoring

4.1.1 Monitoring of ambient air quality has been carried out by GAL since 1996 using automatic monitoring equipment. and has made commitments about its own air quality monitoring in the draft DCO s106 Agreement. The airport has also funded local authority managed monitoring sites via the previous Section 106 Agreements and proposes to do the same under the draft DCO s106 Agreement.

~~4.1.1 Under the Section draft DCO section 106 Agreement, GAL shall will provide anit's monitoring data to RBBC, WSCC and CBC on an annual basis. RBBC will prepare the Joint Air Quality Monitoring Report (AQMR) to the Councils (the signatories to the Agreement) on an annual basis on or before 30th June following the commencement of dual runway operations until the end of the monitoring period, as defined in the Section 106 Agreement.~~

4.1.2 ~~The AQMRs shall include the results of the air quality considering this data and data collected from its own monitoring that GAL has carried out in the previous year in accordance with the Section 106 Agreement The AQMRs should be read alongside the future AQAPs, to be submitted in line with this document and the Section 106 Agreement.~~

~~4.1.2 The proposed monitoring, the result of which will be reported in the AQMRs, is a mixture of indicative monitoring equipment and reference equivalent MCERT equipment. As no significant effects were predicted, this approach is considered~~

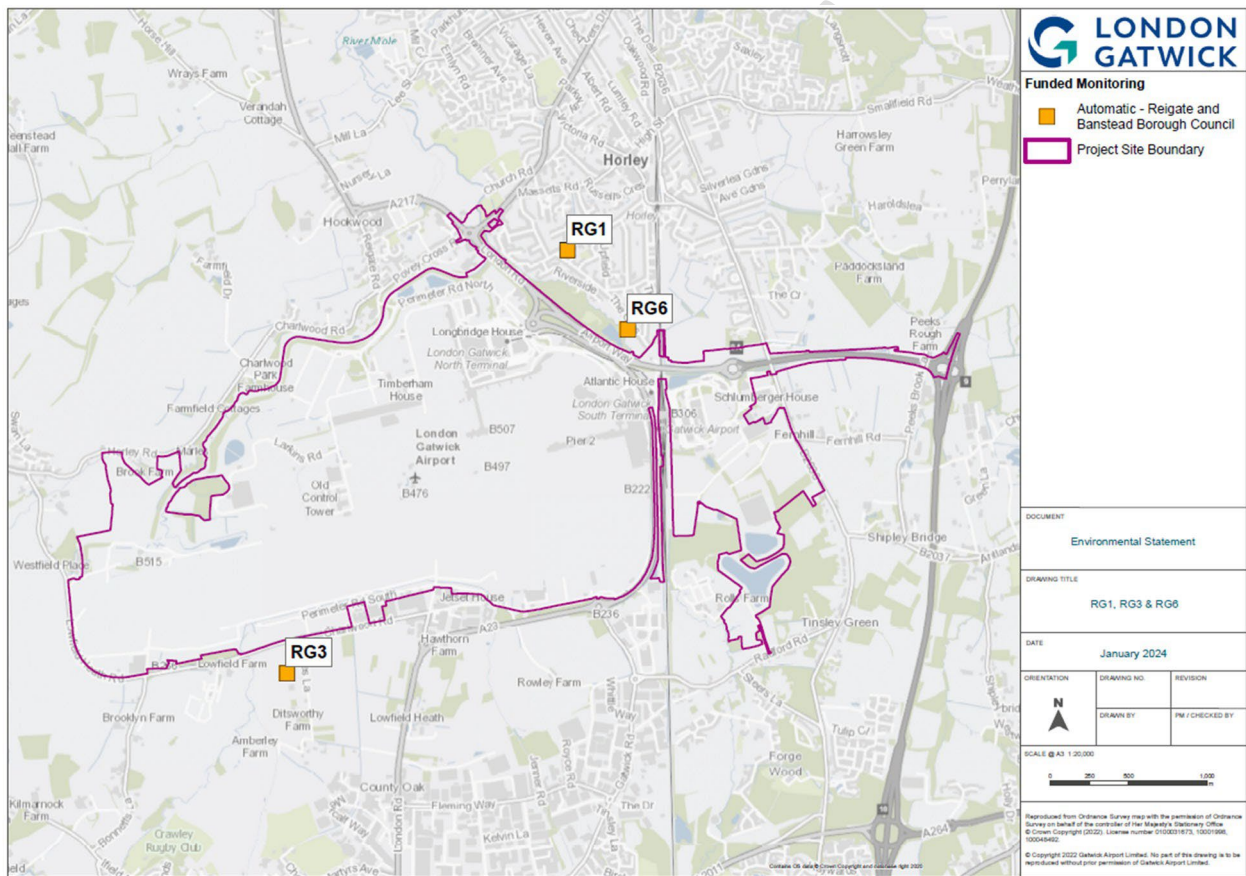
~~proportionate and will provide an improvement in the spatial coverage compared to the existing monitoring carried out at the airport.~~

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4.1.3 For the duration of the Monitoring Period as defined in the Section 106 Agreement, GAL shall fund the monitoring of NO₂, PM₁₀ and PM_{2.5} at the locations identified as orange squares on **Figure 1**, with the monitoring undertaken by Reigate and Banstead Borough Council (RBBC).

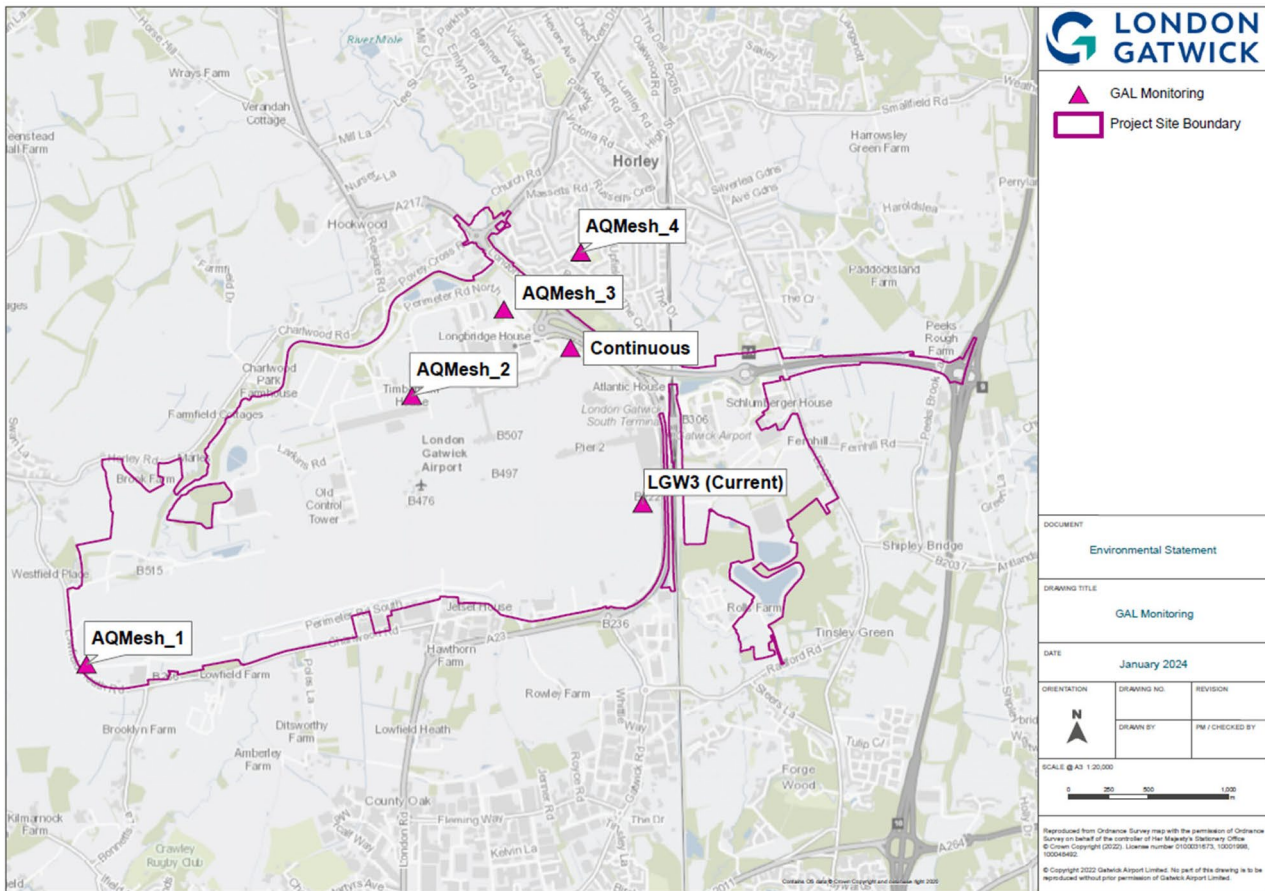
4.1.4 The funding arrangements for air quality monitoring are set out in the Section 106 Agreement.

Figure 1: GAL funded air quality monitoring locations, with monitoring undertaken by RBBC



4.1.5 In addition to the funded monitoring, for the duration of the Monitoring Period, GAL will monitor NO₂, PM₁₀ and PM_{2.5} at the locations identified as pink triangles on **Figure 2**.

Figure 2: GAL funded air quality monitoring locations, with monitoring undertaken by GAL



- 4.1.3 The indicative continuous monitoring data will be ratified following best practice methods and reported to the Councils **in the AQMRs.** The monitoring will be subject to a rigorous Quality Assurance and Quality Control procedure set out below.
- 4.1.4 Prior to deployment, each monitor will be co-located at a relevant reference monitor to derive a correction algorithm, which will be applied when the monitors are deployed **at their identified location (in Figures 1 and 2).** Monitors will be co-located with a reference monitor to allow dynamic calculation of correction algorithms to ensure that the most up to date correction is applied that is representative of current environmental conditions (temperature, relative humidity, ozone, aerosol chemical and physical composition). This should ensure that the monitor is reporting high-quality data as based on the statement from a 2021 paper (Giordano et al. 2021):

“As long as sensor users perform co-location calibrations that span the entire range of expected operating conditions (RH, T, PM concentrations), report the specific correction factors (equations) obtained from these collocation studies, and appropriate descriptive metrics for their correction factors (correlation,

accuracy, and bias on separate testing data) then trust can be established that low-cost PM sensors are reporting high-quality data.”

4.1.5 The quality performance of the monitors will be assessed using methodology recommended in EU guidance and reported in the monitoring reports produced. Annual results will be calculated in line with the method described in the DEFRA TG22 guidance (Defra, 2022).

4.2. Emissions Inventory

4.2.1 Emission inventories are a valuable method for understanding the total emissions from the airport and for quantifying the reductions being achieved.

4.2.2 GAL will submit an updated Emissions Inventory as part of the future AQAPs, to be provided on or before 30th June in the fifth year following the commencement of the Project and on every fifth anniversary thereafter until the end of the Monitoring Period.

4.2.3 The emissions inventory will include airport sources and review and summarise available road traffic data (e.g. in/out movements, car parking data, staff travel survey data).

4.3. Ultrafine Particulate Matter

4.3.1 UFPs are defined as those with an aerodynamic diameter less than 100 nanometres (PM_{0.1}). Stakeholders have noted their interest in understanding the airport contribution to UFP emissions. There is no established modelling methodology for UFPs and although there is evidence of health impacts, there is limited data due to the lack of long-term exposure studies. There is currently no legislated standard for UFPs.

4.3.2 As stated in the Section 106 Agreement, GAL shall participate in a UFP Project provided that:

- national standards on ultrafine particulates at airports have been promulgated in the United Kingdom; and
- RBBC has notified GAL of a UFP Project that it has launched and is undertaking.

4.3.3 The funding arrangements for a UFP Project are set out in the Section 106 Agreement.

~~4.2.1 GAL also commits to participating in national aviation industry body studies of UFP emissions at airports, including those reviewing how monitoring could be undertaken.~~

4.4. Odour Monitoring Management

4.4.1 In order to continue to manage and reduce any odour impacts from the airport, GAL would carry out the following actions:

- Apply best practice handling methods for fuels as recommended by the Civil Aviation Authority (Civil Aviation Authority, 2004).
- Implement best practice waste handling methodologies for the Central Area Recycling Enclosure (CARE) facility.
- Manage and promote the system to record odour complaints and review the record of complaints on a regular basis, respond and identify any actions required.

5 External Engagement

5.1.1 From the commencement of the Project until the end of the Monitoring Period, as defined in the **Draft DCO** (Doc Ref. 2.1) and Section 106 Agreement, GAL shall attend the Annual Gatwick Air Quality Joint Authorities Meetings unless otherwise agreed by the parties.

5.1.2 The AQAPs and AQMRs monitoring results will be discussed with the Councils at the Annual Gatwick Air Quality Joint Authorities Meeting.

5.1.3 In addition to the annual meetings and upon written request from RBBC or GAL, GAL shall attend twice-yearly meetings with RBBC to discuss progress with air quality monitoring, the results thereof and any further initiatives that may be deemed appropriate, as well as the progress of GAL with implementing the AQAP(s). The Section 106 Agreement sets out the arrangements that must be followed when requesting any such meetings.

5.1.4 GAL will also continue to engage with airlines and industry partners at a UK level through Sustainable Aviation, and in relevant forums at European and International levels, about best practice new technologies and techniques to improve local air quality.

6 Structure of an AQAP

6.1. Executive Summary

6.1.1 This section will summarise the main points made within the AQAP.

6.2. Introduction

6.2.1 This section will provide any relevant recent context and references to the key documents that may assist the reader in understanding the AQAP.

6.3. Report on updates to relevant designations, legislation and standards

6.3.1 This section will report on any new Air Quality Management Areas designated within 2km of Gatwick Airport and any relevant updates to national standards or legislative requirements relating to air quality at Gatwick Airport and any proposed changes to the locations of the air quality monitors which arise as a result.

6.4. Report on Monitoring and Programmes of Studies

6.4.1 This section will include a reference to the latest Joint Air Quality Monitoring Report and summarise the findings of additional air quality monitoring carried out by GAL. It will provide updates on programmes of studies on NO_x/NO₂, PM₁₀ and PM_{2.5} (or such other pollutants as are being monitored) attributable to activity at Gatwick Airport that GAL is undertaking.

6.5. Report on the updated Emissions Inventory

6.5.1 This section will set out the updated quantification of pollutant emissions (NO_x/NO₂, PM₁₀ and PM_{2.5}) from airport related sources (the emissions inventory) and will also include modelled output of the updated emissions inventory.

6.6. Report on Measures Taken

6.6.1 This section will report on cross-cutting measures taken to reduce emissions in the preceding five year period in relation to the five key sources of emissions:

- surface access;
- aircraft emissions;
- airside vehicles;
- energy and fixed plant; and
- miscellaneous emissions.

6.6.2 The AQAPs will also give consideration to any Air Quality Management Area (AQMA) designated within 2km of Gatwick Airport at the relevant time, as secured by the s106.

6.7. Report on Engagement

6.7.1 This section will summarise the meetings and engagement that GAL has carried out with the local authorities and the public in the preceding five year period in relation to air quality. It will also report on any air quality related complaints that have been received in that period and how those have been managed.

6.8. Conclusion

6.8.1 This section will conclude the AQAP.

67 **References**

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[APPENDIX 6
DRAFT ESBS IMPLEMENTATION
PLAN]

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Table of Contents

1	Introduction	1
2	Background	3
3	Draft ESBS Implementation Plan Structure	9
3.1	Introduction	9
3.2	Project Overview and Summary	10
3.3	Aims and Objectives of the ESBS Implementation Plan	11
3.4	Spatial Areas	12
3.6	ESBS Implementation Plan Priorities and Targets	15
3.7	Key Activities and Delivery Partners	15
3.8	Resources	18
3.9	Governance and Monitoring	201
	Introduction	1
2	Background	3
3	Draft ESBS Implementation Plan Structure	9
3.1	Introduction	9
3.2	Project Overview and Summary	10
3.3	Aims and Objectives of the ESBS Implementation Plan	11
3.4	Spatial Areas	12
3.5	ESBS Implementation Plan Priorities and Targets	15
3.6	Key Activities and Delivery Partners	15
3.7	Resources	18
3.8	Governance and Monitoring	20

Table 2.1: Examples of initiatives	3
Table 2.2: Delivered and planned activity	6
Table 3.1: Example Theme – Adding Value through Procurement.....	16
Table 3.2: Example Theme – Construction.....	16
Table 3.3: Example Theme – Employment and Skills (non-construction).....	16
Table 3.4: Example Theme – Innovation	16
Table 3.5: Example Theme – Inspire and Motivate	17
Table 3.6: Example Theme – Regional Promotion	17
Table 3.7: ESBS Themes	19
Table 3.8: Activities to be delivered	19
Table 2.1: Examples of delivery partners	3
Table 2.2: Delivered and planned activity	6
Table 3.7: ESBS Themes	19

Figures

Figure 3.1: ESBS Spatial Areas (Figure 17.4.2 of Environmental Statement Socio-Economic Effects Figures [APP-052]).....	14
Figure 3.1: ESBS Spatial Areas (Figure 17.4.2 of Environmental Statement Socio-Economic Effects Figures [APP-052]).....	14

1 Introduction

1.1.1 As part of the Development Consent Order (DCO) application, Gatwick Airport Limited (GAL) submitted **Environmental Statement Appendix 17.8.1 Employment, Skills and Business Strategy (ESBS)** [APP-198]. ~~This document~~ The ESBS sets out how Gatwick Airport Limited (GAL) ~~would~~will work with partners to maximise economic benefits for communities and businesses generated by the ~~proposal to make best use of Gatwick's existing runways and infrastructure~~Northern Runway Project.

1.1.2 GAL's underpinning approach ~~would be~~is to create the conditions for:

- sustainable employment, skills development and career progression for communities; and
- enhancements to the productivity and growth of businesses.

1.1.3 ~~The ESBS is intended to operate~~will be implemented through both the construction and the operation of the Northern Runway Project (NRP). ~~In~~ as secured by the draft DCO s106 Agreement (Doc Ref. 10.11). ~~Over that time, it is expected that~~ the activities required to implement the ESBS will ~~need to~~ change, and ~~there is a high likelihood with~~ that, possibly the delivery partners ~~will also change~~. ~~These changes can be accommodated by updating the ESBS, to~~ maximise the economic benefits through each phase of the Project. GAL is seeking to work closely with the relevant local authorities and key partners in the local area to shape how the ESBS is implemented.

~~4.1.31.1.4~~ As the draft s106 Agreement is intended to be completed well in advance of the start of construction of the Project; GAL has proposed to prepare an ESBS Implementation Plan periodically before the Project commences. The initial ESBS Implementation Plan (and any updates) plan will be prepared by GAL set out the detail of how the ESBS is to be applied to the current circumstances in the local area and submitted phase of the Project. GAL's preference is to ~~and~~ develop the ESBS Implementation Plan collaboratively with the local authorities and key partners but in any event will submit the ESBS Implementation Plan to the ESBS Steering Group for approval.

~~1.1.4~~ At Issue Specific Hearing 3 (ISH3), the Applicant was given an Action (Action Points arising from Issue Specific Hearing 3 (ISH) on 5 March 2024 [EV8-005]) to submit to the examination a draft of the ESBS Implementation Plan and for such draft ESBS Implementation Plan to appended to the draft DCO s106 Agreement.

~~1.1.5 At Deadline 2 the **Deadline 2 Submission Draft Section 106 Agreement [REP2-004]** was submitted with the ESBS included as Appendix 4. A placeholder was included at Appendix 6 of the draft DCO s106 Agreement for this Draft ESBS Implementation Plan. Paragraph 2.1 of Schedule 5 to the draft DCO s106 Agreement requires GAL to prepare and submit an ESBS Implementation Plan to the ESBS Steering Group for approval on or before Commencement of the development. Paragraph 2.2 requires the ESBS Implementation Plan to be substantially in accordance with the ESBS (Appendix 4) and to include the following:~~

~~1.1.5 The draft DCO Agreement requires that the ESBS Implementation Plan includes the following:~~

- the activities that will be delivered in the relevant time period;
- the partners and stakeholders GAL will work with and how;
- governance, monitoring and reporting arrangements;
- a resourcing strategy for all themes in the ESBS; and
- milestones, targets, outputs and projected impacts.

~~1.1.6 TheTo document the evolving nature of the most appropriate activities and delivery partners and to encourage collaborative working with the ESBS Steering Group, the ESBS Implementation Plan shall be reviewed by GAL every 5 years and at any other time that GAL considers that there has been a major change in prevailing economic circumstances. Following its review, GAL must submit a report of the review with recommendations for amendments to the ESBS Implementation Plan to the ESBS Steering Group for discussion.~~

~~1.1.7 This document is the draft Implementation Plan for the ESBS and needs to be read in conjunction with the **Environmental Statement Appendix 17.8.1 Employment, Skills and Business Strategy (ESBS) [APP-198]**.~~

~~1.1.8 It is drafted as the final version, so for example makes statements like “it has been agreed” in anticipation of agreement being reached. These matters are still being discussed with the local authorities.~~

~~1.1.7 As required by the draft DCO s106 Agreement, GAL will be responsible for funding the delivery of the ESBS Implementation Plan as approved by the ESBS Steering Group. In doing so, it is likely that GAL will enter into agreements with third party delivery partners to document the agreed activities, scope of works, commercial terms and reporting obligations etc. The reporting provided to GAL under these agreements will be shared with the ESBS Steering Group.~~

1.1.8 This draft ESBS Implementation Plan has been prepared in response to an action point from ISH3 (Action Points arising from Issue Specific Hearing 3 (ISH) on 5 March 2024 [EV8-005]) to demonstrate the form and scope of the ESBS Implementation Plan which will be subject to approval from the ESBS Steering Group and which will then be implemented. The draft DCO s106 Agreement requires the ESBS Implementation Plan to be substantially in accordance with the ESBS and this draft ESBS Implementation Plan.

2 Background

2.1.1 Delivery of the ESBS is intended to be a collaborative process with GAL and its local partners agreeing a package of activities during both the construction and operational phases of the Project that will ~~deliver~~maximise the delivery of important local benefits. Some of these activities will be delivered directly by GAL, some will be delivered exclusively by third parties, funded by the ESBS Fund, and some will be delivered through partnership, e.g. matching suitably skilled local residents with job vacancies on the airport.

2.1.2 To achieve maximum effective impact, it is expected that a range of initiatives will be delivered through partnerships with organisations with specialist skill sets and networks to reach beneficiaries. This may include, but is not limited to, the ~~initiatives mentioned~~partners as detailed in ~~Error! Reference source not found.~~Table 2.1 below:

Table 2.1: Examples of ~~initiatives~~delivery partners

Education	Businesses	Business Organisations	Economic Stakeholders
Schools — for example, local partnership schools of Thomas Bennett and The Gatwick School, but will include a wide range of primary and	Tier 1&2 Construction firms.	Accredited Chambers of Commerce, such as Sussex Chamber, Surrey Chambers and Kent Invicta Chamber	Local Authorities in the spatial areas.

Education	Businesses	Business Organisations	Economic Stakeholders
secondary schools from the relevant spatial areas			
<p><u>Education Providers:</u></p> <ul style="list-style-type: none"> ▪ <u>Primary Schools</u> ▪ <u>Secondary Schools:</u> <ul style="list-style-type: none"> ▪ <u>Thomas Bennett</u> ▪ <u>Gatwick School</u> <p><u>Colleges:</u></p> <ul style="list-style-type: none"> ▪ <u>Chichester College Group</u> ▪ <u>NESCOT</u> ▪ <u>East Surrey College</u> <p><u>Universities:</u></p> <ul style="list-style-type: none"> ▪ <u>Sussex University</u> ▪ <u>University of Brighton</u> ▪ <u>Surrey University</u> <p><u>Specialist Skills Providers:</u></p> <ul style="list-style-type: none"> ▪ <u>CITB</u> ▪ <u>Sussex and Surrey Institute of Technology</u> <p><u>Business Organisations</u></p> <p><u>Accredited Chambers of Commerce:</u></p> <ul style="list-style-type: none"> ▪ <u>Sussex Chamber</u> ▪ <u>Surrey Chambers</u> ▪ <u>Kent Invicta Chamber</u> <p>Inward Investment organisations, such as <u>Organisations:</u></p> <ul style="list-style-type: none"> ▪ <u>Gatwick Diamond Initiative,</u> ▪ <u>Invest Crawley,</u> ▪ <u>Opportunity Mid Sussex, and</u> 		<p><u>Businesses:</u></p> <ul style="list-style-type: none"> ▪ <u>Tier 1&2 Construction firms</u> ▪ <u>Supply Chain Firms</u> ▪ <u>On Campus Firms:</u> <ul style="list-style-type: none"> ▪ <u>Airlines</u> ▪ <u>Ground Handling Agents</u> ▪ <u>Retail</u> ▪ <u>F&B concessions</u> ▪ <u>Engineering firms</u> <p><u>Economic Stakeholders:</u></p> <ul style="list-style-type: none"> ▪ <u>Local Authorities in the spatial areas</u> ▪ <u>Visitor Economy stakeholders, such as the</u> <ul style="list-style-type: none"> ▪ <u>Gateway Gatwick partnership,</u> ▪ <u>East Sussex</u> ▪ <u>Brighton & Hove and</u> ▪ <u>West Sussex Local Visitor Economy Partnership,</u> ▪ <u>Tourism South East, and</u> ▪ <u>Destination Management Organisations</u> <p><u>Job brokerage Organisations:</u></p>	

Education	Businesses	Business Organisations	Economic Stakeholders
<ul style="list-style-type: none"> ▪ <u>Invest West Kent</u> <p><u>Business Membership Organisations:</u></p> <ul style="list-style-type: none"> ▪ <u>Gatwick Diamond Business-</u> 			<ul style="list-style-type: none"> ▪ <u>Employ Crawley</u> ▪ <u>Job Centre Plus</u> ▪ <u>Business community representatives</u> <ul style="list-style-type: none"> ▪ <u>Manor Royal BID</u> ▪ <u>Crawley Town Centre BID</u> ▪ <u>Local Chambers of Commerce</u> ▪ <u>FSB Sussex and Surrey</u> ▪ <u>Develop Croydon Forum</u>
<p>Universities— for example, Sussex University, University of Brighton, and Surrey University.</p>	<p>On-Campus Firms, for example Airlines, Ground Handling Agents, Retail, F&B concessions, and engineering firms.</p>	<p>Business membership organisations, such as Gatwick Diamond Business</p>	<p>Job brokerage organisations, such as Employ Crawley and Job Centre Plus—</p>
<p>Specialist skills providers, including Sussex and Surrey Institute of Technology, and CITB.</p>		<p>Business community representatives, such as Manor Royal BID, Crawley Town Centre BID, local Chambers of Commerce, FSB Sussex and</p>	<p>Consultancy, such as Coast to Capital.</p>

Education	Businesses	Business Organisations	Economic Stakeholders
		Surrey, and Develop Croydon Forum	

2.1.3 Where required, partnerships will be formally documented between GAL and the relevant third party through memorandums of understanding and / or contracts will be in place to support the partnerships.

2.1.4 ~~GAL is therefore collaborating with the local authorities and other stakeholders to prepare the first draft Implementation Plan which will then be submitted to the ESBS Steering Group prior to Commencement for its approval.~~ Table 2.2 summarises the delivered and planned activity~~activities carried out by GAL to collaborate with the local authorities and other stakeholders in developing both the ESBS and this Draft ESBS Implementation Plan:~~

Table 2.2: Delivered and planned activity

Activity	Purpose
Stakeholder Round Tables <ul style="list-style-type: none"> ▪ 21st April 2020 & 29th July 2021: Business Membership Organisations ▪ 22nd April 2020 & 30th June 2021: Education Providers ▪ 22nd April 2020 & 1st July 2021: Economic Partnerships ▪ 23rd April 2020 & 2nd July 2021: Local Businesses 	<ul style="list-style-type: none"> ▪ To gain understanding of insights key issues for businesses going forward. ▪ Development of initial ESBS theme ideas. ▪ Input to benefits and wider opportunities. ▪ What could address concerns and other considerations
Topic Working Groups with local Authorities (including ESBS): <ul style="list-style-type: none"> ▪ 28 August 2019 – In-Person Meeting – TWG Economics and Employment ▪ 3 August 2021 – Virtual Meeting – MS Teams – TWG on Economy, Employment, Housing and Health 	<ul style="list-style-type: none"> ▪ To share updates on the development of the ESBS and seek feedback from the local authorities.

Activity	Purpose
<ul style="list-style-type: none"> ▪ 16 May 2022 – Virtual Meeting – MS Teams (Recorded) – TWG on Econ & Soc-Econ ▪ 14 June 2022 Virtual Meeting – MS Teams (Recorded) – TWG on Econ & Soc-Econ ▪ 7 July 2022 – Virtual Meeting – MS Teams (Recorded) – TWG on Econ & Soc-Econ ▪ 28 September 2022 – Virtual Meeting – MS Teams (Recorded) – TWG on Econ/Soc-Econ ▪ 18 November 2022 – Virtual Meeting – MS Teams (Recorded) TWG on Econ/Soc-Econ 	
<p>Topic Working Groups with Local Authorities – ESBS specific:</p> <ul style="list-style-type: none"> ▪ 2 August 2023 - ESBS Topic Working Group 	<ul style="list-style-type: none"> ▪ Share how Gatwick will maximise opportunities for communities and businesses created by the project. ▪ Confirm how the ESBS will be secured as part of the DCO process. ▪ Seek local authority feedback on how focus/resource should be balanced across the themes. ▪ Agree practical next steps in developing ESBS Statements of Common Ground
<p>Topic Working Groups with Local Authorities – ESBS specific:</p> <ul style="list-style-type: none"> ▪ 12 December 2023 – ESBS Topic Working Group with local authorities. Draft skeleton Implementation Plan shared on 30/11/23 	<ul style="list-style-type: none"> ▪ Receive further feedback on the submitted ESBS. ▪ Explain how the Implementation Plan would secure delivery of the ESBS. ▪ Receive and discuss feedback on the draft skeleton Implementation Plan.
<p>25 March 2024 – ESBS Draft Implementation Workshop with stakeholders. Attendees were drawn from proposed future ESBS Steering Group</p>	<ul style="list-style-type: none"> ▪ Receive and discuss feedback on the draft Implementation Plan. ▪ Discuss the six ESBS themes to gather further input develop priority activities for delivery.

Activity	Purpose
membership, including Crawley Borough Council	
8 April – ESBS Draft Implementation Plan workshop with representatives of Joint Local Authorities.	<ul style="list-style-type: none"> ▪ Receive and discuss feedback on the draft Implementation Plan. ▪ Discuss the six ESBS themes to gather further input to develop priority activities for delivery.
15 May	<ul style="list-style-type: none"> ▪ Circulate draft documents to workshop attendees for review prior to workshop on 30 May.
<p>30 May <u>30 May - ESBS Draft Implementation Plan Workshop with stakeholders. Attendees were drawn from proposed future ESBS Steering Group membership, including Crawley Borough Council, other representatives of the JLAs, and skills and education providers</u></p>	<ul style="list-style-type: none"> ▪ <u>Combined stakeholder workshop (ESBS SG representatives and joint local authorities) to further develop draft Implementation Plan.</u> ▪ <u>Focus on generation of specific inputs on the four following areas of the implementation plan:</u> <ol style="list-style-type: none"> 1. <u>Beneficiaries – who are the top level beneficiaries for each theme, and the sub groups of beneficiaries?</u> 2. <u>Interventions – what types of interventions would you want the ESBS to deliver across the 6 themes?</u> 3. <u>Intermediaries (including any gaps that ESBS could address) Who should the ESBS be partnering with for delivery and reaching the beneficiary groups?</u> 4. <u>Output descriptors (not values)</u> <p><u>This workshop generated a large number of helpful suggested inputs across the four areas.</u></p>

Activity	Purpose
June – TBC	▪ Further workshop if required.
26 June – ExA Deadline 6	▪ Submit draft Implementation Plan to ExA.

~~2.1.5 This draft reflects the feedback received at the April workshops. Further workshops are planned for May and June with the aim of producing a more complete draft Implementation Plan for ExA Deadline 6. The final ESBS Implementation Plan must be submitted to the ESBS Steering Group prior to Commencement if the DCO is granted and must be substantially in accordance with the ESBS and the draft ESBS Implementation Plan appended to the completed DCO s106 Agreement.~~

<u>11 July</u>	<u>▪ Placeholder for stakeholder workshop to refine the implementation plan further</u>
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2.1.5 This Draft ESBS Implementation Plan submitted to the Examination at Deadline 6 reflects feedback received at the numerous workshops and written comments received from interested parties throughout the examination to date.

3 Draft ESBS Implementation Plan Structure

3.1 Introduction

3.1.1 This is the first ESBS Implementation Plan of the Northern Runway Project (NRP) Employment Skills and Business Strategy (ESBS). It covers the first five years ~~after~~ of the delivery of the Project following Commencement as defined in the DCO.

3.1.2 It has been prepared in line with the requirements of Schedule 5 of the ~~S106~~ s106 Agreement and the **ESBS** and sets out:

- the activities that will be delivered in the relevant time period;
- the partners and stakeholders GAL will work with and how;
- governance, monitoring and reporting arrangements;
- a resourcing strategy for all themes in the ESBS; and
- milestones, targets, outputs and projected impacts.

3.1.3 It also sets out the areas where measures will be targeted. Some will be targeted locally, and some are more appropriately delivered on a regional basis,

with an overarching principle of proximity – those closest to the airport should be the greatest beneficiaries.

3.2 Project Overview and Summary

3.2.1 This section provides a summary overview of the Northern Runway Project (NRP) at Gatwick Airport Limited (GAL) and a summary overview of the Employment Skills and Business Strategy (ESBS).

Gatwick Airport Northern Runway Project Overview

3.2.2 Gatwick Airport is one of the six international airports serving the London area. It has been an aerodrome since the 1930s and in 2019 facilitated approximately 46 million passengers to travel nationally and internationally. Gatwick is 30 minutes from central London by train and has the largest rail catchment of any UK airport with 15 million people (more than a quarter of the population of England) able to access Gatwick by road or rail within 60 minutes.

3.2.3 Currently, only the main runway of the airport is used as such in normal operations, and this dictates the capacity of the airport. The northern runway is used as such at times when the main runway is unavailable. The airport hosts two terminals and other facilities to support passengers as they use the airport including hotels and car parks. These have been developed to support the current throughput of the airport.

3.2.4 The Proposed Development involves alterations to the existing northern runway which, together with the lifting of the current restrictions on its use, would enable dual runway operations. It also includes the development of a range of infrastructure and facilities which, with the alterations to the northern runway, would enable an increase in the airport's passenger throughput capacity. This includes substantial upgrade works to certain surface access routes which lead to the airport. The overall scheme represents an investment of £2.3 billion by London Gatwick. The construction phase, at peak levels of delivery, will generate 1,350 construction jobs, and in the operational phase 14,000 additional jobs of which just over 3,000 will be on the airport itself with the rest spread through the supply chain and the wider economy.

3.2.5 The main project activities during this time period will be construction, although there will also be passenger growth and so more operational employment and opportunities to enhance the region's business activity. The indicative construction sequencing for the project is set out in **Environmental Statement Appendix 5.3.3: Indicative Construction Sequencing** [\[APP-088\]](#) and comprises the following broad activities:

- Pre-Construction (surveys, ground investigations etc).
- Early Works / enabling Works (compounds, diversions & replacement services).
- Flood mitigations.
- IDL extensions.
- Alterations to existing airfield (NRW widening & resurfacing, taxiway Juliet and taxiway Lima reconfigurations).
- Reconfiguration of existing maintenance airfield facilities to enable the above alternations.
- Car park works.
- Continuation of works in the reconfiguration of the airport facilities.
- Works to Longbridge roundabout.
- Continuation of works on the water management foul water and substation.

3.3 Aims and Objectives of the ESBS Implementation Plan

3.3.1 The NRP presents an opportunity to strengthen and enhance Gatwick's significant economic role in the region. This means ensuring more local people can work at the airport and develop their skills and progress into careers. It means using the airport and the NRP particularly to engage school children, students and hard to reach adult groups in programmes and activities that help them develop their learning and career pathways. It also means supporting businesses to get into the airport's wider supply chain (during both construction and operation) as well as supporting the competitiveness of the wider economy.

3.3.2 The ESBS is a framework to enable partners to work with GAL, using GAL's funding and resources alongside their own to deliver better economic and social outcomes both immediately around the airport and more widely.

Objectives

- Harness the excitement and motivational potential of the Project to inspire the next generation of talent and more experienced people alike to confidently invest their careers and futures with Gatwick Airport and other employers within the Labour Market Area;
- Cultivate and promote conditions whereby people from all backgrounds can reach their full potential and share in the benefits of a healthy economy;
- Drive up growth and productivity across the business base through the expansion of capacity and enterprise acumen of Small to Medium Sized and Micro businesses; and

- Create a dynamic, connected, and innovative business environment that is the destination of choice for technology field leaders and established business sectors alike.

3.3.3 These objectives will be delivered through the six ESBS Themes:

- Inspire and Motivate.
- Construction.
- Employment and Skills (non-construction).
- Adding Value through Procurement.
- Innovation.
- Regional Promotion.

3.3.4 There are also two cross-cutting themes:

- The promotion of DE&I and breaking down barriers that prevent social mobility; and
- Embracing and promoting environmental sustainability and the development and embedding of green skills and technologies

3.4 Spatial Areas

3.4.1 Delivery of the ESBS Implementation Plan will ensure appropriate targeting of activity, for example, some activities such as intensive employment support will be more focused in the communities closer to the airport, whilst other activities such as inward investment and tourism will have a more strategic sub-regional approach – in particular across two of the spatial scales assessed in the Socio-Economic chapter of the Environmental Statement:

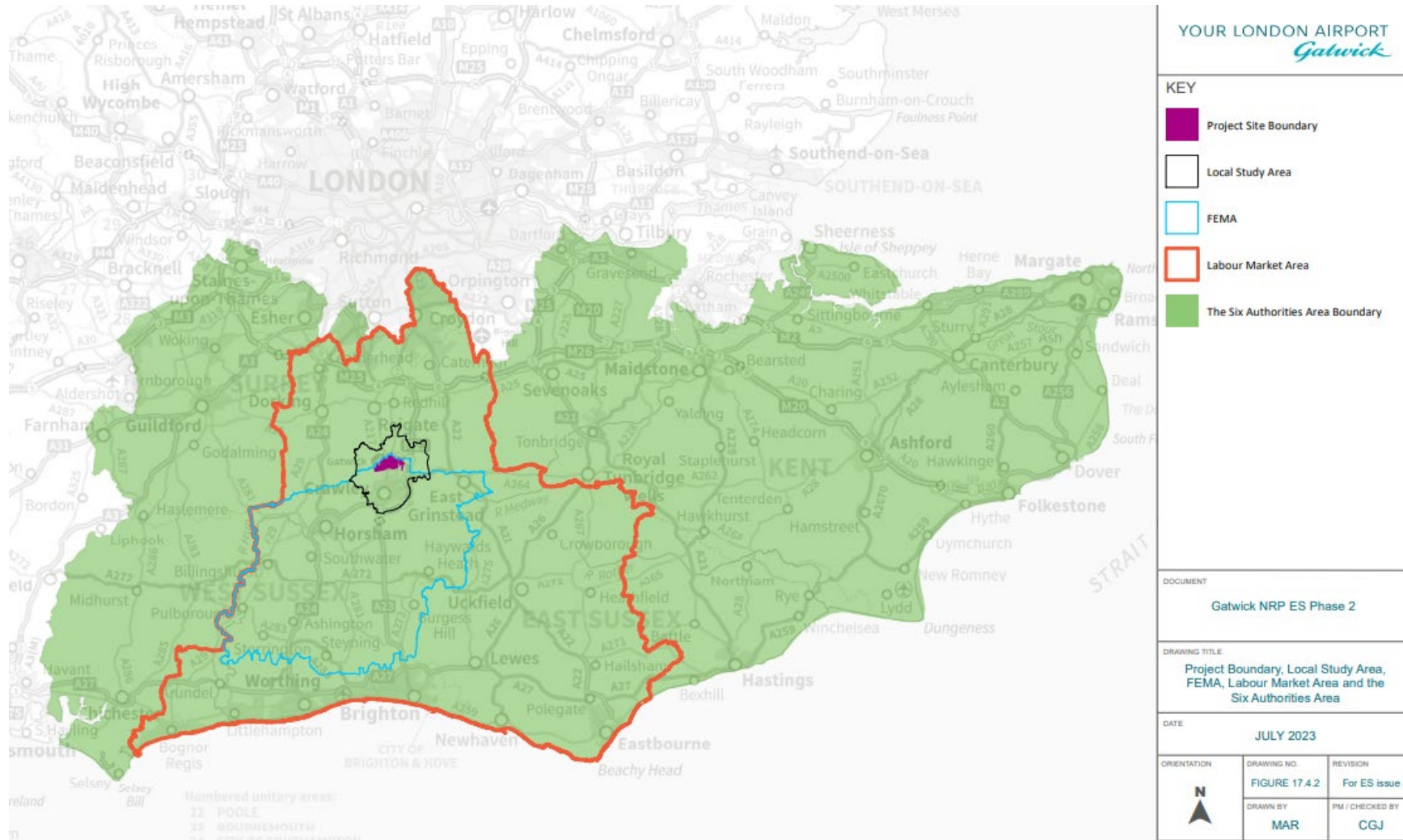
- **Labour Market Area** – the area from which Gatwick currently draws most of its employees i.e. Crawley, Mole Valley, Reigate and Banstead, Croydon, Tandridge, Wealden, Lewes, Brighton and Hove, Mid Sussex, Horsham, Eastbourne, Adur, Worthing and Arun.
- **Six Authorities Area** – County Council areas of West Sussex, East Sussex, Kent, Surrey, Unitary Authority of Brighton & Hove, London Borough of Croydon.

3.4.2 In addition, some measures may be targeted at other spatial scales:

- **Local Study Area** - whole of Crawley and parts of Horsham, Mid Sussex, Mole Valley, Reigate and Banstead and Tandridge.
- **Functional Economic Market Area** - defined to include the local authority areas of Crawley, Horsham and Mid Sussex.

3.4.3 These are shown in Figure 3.1:

Figure 3.1: ESBS Spatial Areas (Figure 17.4.2 of Environmental Statement Socio-Economic Effects Figures [\[APP-052\]](#))



3.5 ESBS Implementation Plan Priorities and Targets

3.5.1 GAL and its partners have agreed the following priorities for this ESBS Implementation Plan period:

- **TBC** [NB These will be **relatively high level** the objectives **that have been agreed with the ESBS Steering Group** that have shaped the choice of key activities].

3.5.2 The headline targets/KPIs for this ESBS Implementation Plan are:

- **TBC** [NB These **will be agreed with the ESBS Steering Group** and are likely to include targets for local employment, apprenticeships, contracts with local businesses etc and could include specific target groups (**e.g.** women returners, looked after children, ex service personnel)]

3.6 Key Activities and Delivery Partners

3.6.1 ~~The following tables~~ The Example Thematic Plan in 3.6.3 sets out the structure for the detail which will be included in the ESBS Implementation Plan for each of the six themes and will then be secured for delivery in accordance with the s106 agreement itself. In the DCO examination positive discussions with the JLAs have informed what the content of this may be and continued discussions will inform the ESBS Implementation Plan that is submitted to the ESBS Steering Group for approval.

~~3.6.1~~ 3.6.2 ~~The Thematic Plan will~~ set out the key activities under each ESBS Theme, who will be involved in delivering them and where they will be targeted. Overall, delivery breaks down into three key areas:

- Working in partnership with third party providers to deliver ESBS outcomes.
- Providing direct funding to organisations that will achieve ESBS outcomes.
- Delivery of activity by GAL to support ESBS outcomes.

~~3.6.2~~ [NB the examples in the following table are illustrative of the level of detail that we expect to be in the ESBS Implementation Plan. The actual activities and partners are still being discussed with the local authorities. GAL's activity is most advanced around the Procurement and Construction themes so these are included below as examples only]

Table 3.1: Example Theme – Adding Value through Procurement

Activity	Partners	Key target areas (e.g. Local Authorities, FEMA, LMA, etc.)
Create GAL Procurement Portal	<ul style="list-style-type: none"> ▪ Supply Chain ▪ On Campus Partners 	Six Authority Area
Supply Chain Development Programme	Business Associations	LMA > Six Authority Area

Table 3.2: Example Theme – Construction

Activity	Partners	Key target areas (e.g. Local Authorities, FEMA, LMA, etc.)
NSAFC Accreditation	<ul style="list-style-type: none"> ▪ Tier 1 & 2 Contractors ▪ CITB 	LMA

Table 3.3: Example Theme – Employment and Skills (non-construction)

Activity	Partners	Key target areas (e.g. Local Authorities, FEMA, LMA, etc.)

Table 3.4: Example Theme – Innovation

Activity	Partners	Key target areas (e.g. Local Authorities, FEMA, LMA, etc.)

Table 3.5: Example Theme – Inspire and Motivate

Activity	Partners	Key target areas (e.g. Local Authorities, FEMA, LMA, etc.)

Table 3.6: Example Theme – Regional Promotion

Activity	Partners	Key target areas (e.g. Local Authorities, FEMA, LMA, etc.)

3.6.3 — Further details on these are set out in the thematic Delivery Plans.

3.6.3 Example Thematic Plan

Activity theme: Theme owner: ESBS objective:					ESBS Strand:
Theme Objectives:			Delivery phase and time frames:		
Resourcing: Funding: People:			Spatial areas:		
Theme Objective	Activity	Beneficiaries	Partners / Intermediaries	Outputs	
Theme objective 1:					
Theme objective 2					
Current activity					
NRP Pilot activity					

Example Thematic Plan Template Blank V1 20/06/2024 13:40

3.7 Resources

3.7.1 ~~Implementation GAL is responsible for the delivery of the ESBS is supported by commitments to funding and resources. The Implementation Plan as secured through the draft DCO s106 includes the Agreement. Within the draft DCO s106 Agreement, GAL proposes to establish a ring-fenced fund (the "ESBS Fund") of £14million (index linked) that GAL is making available until nine years following the commencement to pay for the delivery of dual runway operations the ESBS Implementation Plan.~~

3.7.2 The ESBS Fund for this ESBS Implementation Plan is ~~£##£##~~ million and is allocated between themes as shown in Table 3.7: ~~[NB these figures will be discussed and agreed with the ESBS Steering Group in preparing the ESBS Implementation Plan]:~~

Table 3.1: ESBS Themes

Theme	Five Year Funding Allocation
Adding Value through procurement	TBC
Construction (skills)	TBC
Construction (procurement)	TBC
Employment & skills (non-construction)	TBC
Innovation	TBC
Inspire & Motivate	TBC
Regional Promotion	TBC
Cross-cutting Themes	TBC
Administration & evaluation (10% maximum)	TBC
Contingency	TBC
TOTAL	TBC

3.7.3 This is to support ~~five years of the~~ activities set out in this ESBS Implementation Plan over the next five years. If this ESBS Implementation Plan is reviewed and amended prior to that, the update will set out ~~what happens in the remaining time after that point~~ a revised allocation of funds, taking account of how much of each theme's budget has already been spent.

~~3.7.4~~ In addition to ~~providing~~ making available the ESBS Fund, GAL ~~will deliver the following~~ is committed to delivering a number of activities in ~~Table 3.8:~~

~~3.7.4~~ INB which will support the ~~examples in~~ delivery of the following table are illustrative of the level of detail that we expect to be in the ~~ESBS Implementation Plans.~~ Plan.

3.7.5 The actual activities and partners are still being ~~developed~~ discussed with the local authorities and will be finalised through the steering group post consent.

Table 3.8: Activities to be delivered

Theme	GAL Activities
Adding Value through Procurement	▪ Subscription to business database (e.g. mnAi) to allow GAL procurement teams the opportunity to source diverse and SME suppliers.

Theme	GAL Activities
	<ul style="list-style-type: none"> ▪ Development of full procurement portal on GAL website, building on the current supplier registration form to include how to supply to GAL, tender opportunities with GAL and GAL on campus partners. ▪ Supply Chain development activity, delivered in partnership with local business associations, to build capacity in SMEs to be fit to supply to larger more complex organisations. ▪ Work with internal GAL procurement teams to develop SME / local procurement champions to ensure that creating opportunities for SMEs is built into procurement processes and policies.
Construction (skills)	TBC
Construction (procurement)	TBC
Inspire & Motivate	TBC
Innovation	<ul style="list-style-type: none"> ▪ Support green innovation in businesses and innovative start-ups including Innovation Challenges for regional businesses and students ▪ Linking innovation support through and working closely in partnership with the Crawley Innovation Centre and with universities ▪ Opening the GAL (and on campus partners) innovation pipeline more to the region. ▪ Allow opportunities for businesses to use GAL as an innovation test bed.
Regional Promotion	TBC

3.8 Governance and Monitoring

3.8.1 All recipients Considering the number and scope of ESBS Fund money, together with GAL, activities that will be required to report to carried out under the ESBS Implementation Plan it is important that there are robust governance and reporting systems in place. This will allow the ESBS Steering Group against KPIs to understand the effectiveness of the various activities to inform discussions on proposed changes and accountability.

~~3.8.13.8.2~~ Delivery partners who receive funding from the ESBS Fund will be required to prepare a report for the ESBS Steering Group annually. The KPIs are split into reporting will be structured on the following themes:

- Administration/delivery – measuring progress on delivery and spending against key milestones
- Outputs – what each project has delivered
- Impacts – the contribution each project has made to the overall priorities set out above

~~3.8.3~~ Targets for each project have been agreed with each delivery lead partner. GAL will also provide a report annually to the ESBS Steering Group on the activities it has carried out itself to implement the ESBS Implementation Plan. The report will also be structured on the same themes.

~~3.8.23.8.4~~ The ESBS Steering Group will review performance annually.