

DATED

1st September 2012

AIRSIDE OPERATORS LICENCE

between

GATWICK AIRPORT LIMITED

and

SWEEPTECH ENVIRONMENTAL SERVICES LLP

THIS AGREEMENT Licence Number GAL/AL/261 (this Agreement) is dated **1 September 2012**

BETWEEN:

- (1) **GATWICK AIRPORT LIMITED** whose registered office is at 5th Floor, Destinations Place, Gatwick Airport, West Sussex RH6 0NP (Company Registration No. 01991018) (hereinafter "the Company") of the one part and

- (2) **SWEEPTECH ENVIRONMENTAL SERVICES LLP** whose registered office is at Unit 37 Firsland Park Estate, Henfield Road, Hassocks, West Sussex, BN6 9JJ Company Registration No. 341432 (hereinafter known as "**the Licensee**") of the other part and expires on the last day of August 2014

WHEREAS

IT IS HEREBY AGREED as follows:

1. Definitions

The following terms and expressions shall have the following meanings:-

- 1.1 "Air Transport Movement" means the arrival or departure of an aircraft operated as a scheduled or charter service.
- 1.2 "the Airport" means London Gatwick Airport
- 1.3 "Airport Notices" mean notices from time to time in force issued by or on behalf of the Chief Executive Officer of the Company. These include general, terminal, security and safety notices and Gatwick Airport Directives.
- 1.4 "Airport User" means any natural or legal person responsible for the carriage of passengers mail and/or freight by air from or to the Airport
- 1.5 "Airside Area" means H M Revenue and Customs and Border Agency controlled areas of the Airport to which vehicular access is through manned control posts
- 1.6 "Airside Driving Permit" means a permit issued by or on behalf of the Airside Safety & Operations Department of the Company and paid for by the Licensee which identifies a person as being allowed to drive in Airside Areas of the Airport.
- 1.7 "Change of Control" means in respect of the Licensee the acquisition of Control of the Licensee by any person or persons acting in concert (within the meaning of the City Code on Take-overs and Mergers) who did not previously exercise Control of the Licensee or any person who has Control of the Licensee

- 1.8 "Control" means in relation to the Licensee the power (whether directly or indirectly and whether by the ownership of share capital or otherwise) to appoint and/or remove all or such of the board of directors of the Licensee as are able to cast a majority of the votes capable of being cast by the members of that board; or the holding of (or possession of the beneficial interest in) shares or other securities in the Licensee which in aggregate confer on the holders of such shares or other securities in excess of 50 per cent of the total voting rights exercisable in respect of the Licensee
- 1.9 "Environmental Legislation" means legislation relating to environmental matters relevant to the Services and in particular the Environment Act 1995 the Environmental Protection Act 1990 as replaced supplemented or amended from time to time and regulations and other direction issued under those Acts
- 1.10 "ID card" means a card which identifies a person as being employed by the Licensee and is issued by the Company after security vetting procedures required by Airport Notices
- 1.11 "Gatwick Airport Directives" means instructions from time to time in force issued by or on behalf of the Chief Executive Office of the Company or other authorised representative of the Company.
- 1.12 "Permitted Area" means those areas of the Airport and such other Terminals/Apron Areas in respect of which the Licensee has met the Standard Conditions from time to time.
- 1.13 "The Services" mean the services set out in Schedule 1 hereto and such other services as shall from time to time be agreed between the parties hereto on such terms as may be agreed in writing, in accordance with Paragraph 1 of Schedule 3
- 1.14 "Standard Conditions" mean the standard conditions from time to time published by the Company with which any natural legal person must comply in order to be licensed as a supplier of Services at the Airport the current version of which is annexed as Schedule 5.
- 1.15 "Supplier of Airside Services" mean any natural or legal person supplying third parties with a product and or a service in an Airside Area using vehicle(s).
- 1.16 "Vehicle Apron Passes" mean a pass issued by the company and paid for by the Licensee which identifies a vehicle as one which is authorised by the Company to be used in the provision of the Services in Airside Areas of the Airport.

2. Appointment of Licensee as a Supplier of Airside Services

The Company hereby grants the Licensee for the period of this Agreement a non-exclusive licence to provide the Services within the Permitted Area subject to the terms and conditions below and attached schedules.

3. Licensee's Obligations

The Licensee hereby agrees to perform the obligations set out in Schedule 3 hereto and to comply with the high level review set out in Schedule 2 hereto.

4. Period of Agreement

This Agreement shall commence on and including the **1 September 2012** and shall continue in force until the last day of and including **August 2014** or until earlier termination:

- 4.1 by either party giving to the other party not less than 3 (three) months' previous notice in writing at any time (or such lesser period as may be mutually agreed between the parties hereto);
- 4.2 immediately by the Company by giving to the Licensee notice in writing:
 - 4.2.1 in the event of the Airport or any terminals of the Airport in which the Licensee operates, being closed and such closure being in the Company's reasonable opinion likely to persist for at least 6 (six) months or the Airport or any part thereof being required or requisitioned by the government in the national interest for other purposes;
 - 4.2.2 if any payment or part thereof to be made by the Licensee under the terms of this Agreement shall be in arrears and remain unpaid 14 (fourteen) days after becoming payable in accordance with the terms of this Agreement;
 - 4.2.3 if the Licensee or any of its agents or employees shall
 - 4.2.3.1 have in the Company's reasonable opinion committed or knowingly permitted a material breach of any of the terms and conditions of this Agreement; and
 - 4.2.3.2 have failed to remedy such breach (to the reasonable satisfaction of the Company) within 30 (thirty) days of being notified in writing by the Company;
 - 4.2.4 by notice served by the Company on the Licensee if
 - 4.2.4.1 the Licensee is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator or for winding up ; or
 - 4.2.4.2 the Licensee suffers an incumbrancer to take possession or to exercise or attempt to exercise any power of sale or a receiver or administrative receiver to be appointed of the whole or any part of its undertaking, property, assets or revenues ; or

- 4.2.4.3 the Licensee stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123; or
 - 4.2.4.4 the Licensee without the prior consent in writing of the Company ceases or threatens to cease to carry on its business in the normal course; or
 - 4.2.4.5 any event occurs or proceedings are taken with respect to the Licensee in any jurisdiction to which the Licensee is subject which has an effect equivalent or similar to any of the events mentioned in the subclauses above.
- 4.2.5 by notice served by the Company on the Licensee if the Licensee or any parent company of the Licensee or any subsidiary company of such parent company or any associated company of the Licensee shall:
 - 4.2.5.1 offer pay or give or cause to be offered paid or given directly or indirectly any fee gratuity reward gift or benefit either in money or in any other form whatever to any person (including that person's immediate family) in the employ of Gatwick Airport Limited or any of its subsidiary companies; or
 - 4.2.5.2 enter into any business relationship with any person (including that person's immediate family) in the employ of Gatwick Airport Limited or any of its subsidiary companies without the previous written consent of the Company
- 4.2.6 by notice served by the Company on the Licensee (subject to the Company acting reasonably) if there occurs any Change of Control of the Licensee
- 4.3 Determination of this Agreement under the terms hereof shall be without prejudice to any right of action or remedy of either party against the other in respect of any antecedent breach of the terms hereof.
- 5. The Licensee's right to provide the Services in any of the Permitted Area may be determined by the Company if the Licensee continues to fail to comply with the Standard Conditions in respect of the relevant part of the Permitted Area following a period of 6 (six) months after the Company has given the Licensee written notice of its failure to comply with Standard Conditions.
- 6. The Company and the Licensee agree that this Agreement is subject to the Provisos Agreements and Declarations set out in Schedules 2 and 4.
- 7. The Licensee acknowledges, accepts and agrees that the Company's role includes the operation, provision and management of airport facilities ("the Facilities") and that passengers and airlines are entitled to receive a certain level of service standards. The Licensee agrees that it will not carry out any act or omit to do anything which would

adversely affect such service standards at any time and in particular when (in the Company's reasonable opinion) changes in the aviation business require changes to the allocation of the Facilities.

SCHEDULE 1
The Services

1. The Services

- 1.1 If the Licensee wishes to provide any Services in addition to those in respect of which it has obtained the Company's approval that it meets the Standard Conditions it must first obtain the Company's approval that it meets the Standard Conditions in relation to such additional Services and;
- 1.2 The Licensee may only provide the Services in relation to the Permitted Area.

SCHEDULE 2
Review

1. **High Level Review**

Every 6 (six) months during the period of this Agreement the Company and the Licensee may meet to discuss at a senior level the Licensees performance of the Services and the operation of this Agreement generally.

SCHEDULE 3
Licensee's Obligations

1. Provision of Services

(See Annex attached)

2. Payment

To pay to the Company the charges set out in any General Notice on Ground Handling/Licensing at the Airport published from time to time by the Company.

3. General

3.1 The Licensee shall at all times comply with:-

3.1.1 Gatwick Airport Directives which the Licensee shall ensure are brought to the attention of its staff;

3.1.2 Airport Notices, which the Licensee shall ensure are brought to the attention of its staff;

3.1.3 Any steps that the Company may reasonably require in order that obligations arising from Gatwick Airport Directives or Airport Notices are fulfilled;

3.1.4 Any steps that the Company may reasonably require in order that obligations arising from safety, security and Environmental Legislation are fulfilled;

3.1.5 Any environmental policy of the Company;

3.1.6 Airside Safety Management (CAP 642) so far as relevant to its activities at the Airport;

3.1.7 The Company's Health and Safety at Work policy and the Licensee shall have and comply with its own Health and Safety at Work policy and shall ensure that such policy is aligned with the Company's Health and Safety at Work policy;

3.1.8 All statutory or other requirements made under statutory authority relating to the Services. The Licensee's attention is in particular drawn to the following legislation;

3.1.8.1 Airport legislation:

3.1.8.1.1 Immigration Act 1971 and Immigration & Asylum Act 1999;

3.1.8.1.2 Customs and Excise Management Act 1979;

- 3.1.8.1.3 Aviation Security Act 1982;
- 3.1.8.1.4 Airports Act 1986;
- 3.1.8.1.5 Prevention of Terrorism Act 2005;
- 3.1.8.1.6 Air Navigation Order 2005 as amended;

3.1.8.2 Environmental legislation:

- 3.1.8.2.1 Environmental Protection Act 1990 and regulations under that Act;
- 3.1.8.2.2 Environment Act 1995 and regulations under that Act;
- 3.1.8.2.3 Water Resources Act 1991;

3.1.8.3 Other Legislation:

- 3.1.8.3.1 The Health & Safety at Work etc Act 1974;
- 3.1.8.3.2 The Management of Health and Safety at Work Regulations 1999 (3242);
- 3.1.8.3.3 The Airport - Byelaws December 1996;
- 3.1.8.3.4 Disability Discrimination Act 1995;

3.1.9 All traffic regulations in force at the Airport (whose highways are not public highways).

3.2 When in the Airside Areas the Licensee shall possess display and comply with the terms of its:

- 3.2.1 Airside Driving Permit;
- 3.2.2 I D Card;
- 3.2.3 Vehicle Apron Pass.

3.3 The Licensee shall:

- 3.3.1 fully co-operate with the Company in achieving a comprehensive safety security and environmental management system and shall actively support and promote the Company's safety security and environmental standards;
- 3.3.2 forward to the Company if requested a copy of the Licensee's Health and Safety at Work policy;
- 3.3.3 on the date of this Agreement and on each anniversary of the date of this Agreement supply the Company with an annual safety, security and environmental plan, including training plans and details of the Licensees annual safety, security and environmental management system;

- 3.3.4 participate in safety audits and inspections as are reasonably required by the Company and shall provide safety performance data as reasonably required by the Company;
 - 3.3.5 at its own expense obtain and renew all licences and permissions necessary to provide the Services;
 - 3.3.6 before starting to provide the Services familiarise itself with the documents and matters referred to in 3.1 and 3.2;
 - 3.3.7 ensure that its staff are made aware of and shall comply with the documents referred to in 3.1 and 3.2;
 - 3.3.8 take all practicable steps to prevent fire or fire risks;
 - 3.3.9 promptly notify as directed the appropriate officer of the Company of any accident incident or unsafe practice at the Airport which involves the public the Licensee's staff or contractors or other Airport staff and assist in any investigation;
 - 3.3.10 ensure that its staff agents and contractors are trained in the Company's airport evacuation procedures and if any part of the Airport needs (in the opinion of the Company) to be evacuated shall assist with such evacuation;
 - 3.3.11 ensure that its operational staff wear uniforms bearing a badge or insignia enabling the staff to be identified as staff of the Licensee and wear the identity cards issued by the Company at all times whilst on the Airport and ensure that such cards are surrendered to the Company immediately upon any member of staff ceasing to be employed by the Licensee at the Airport. The Licensee shall pay the costs of such identity cards;
 - 3.3.12 employ sufficient properly trained and where appropriate qualified staff so that the Services are provided in accordance with the Performance Standards and to maintain and provide to the Company on request records of training undertaken by the Licensee's staff;
- 3.4 The Licensee shall not:-
- 3.4.1 Employ any staff at the Airport whom in the Company's view are unacceptable for safety or security reasons;
 - 3.4.2 Knowingly employ any member of the Company's staff without the approval of the Company;
 - 3.4.3 Employ any staff until such staff have been granted a security pass by the Company (which the Company shall be under no obligation to do)

- 3.5 The Licensee shall:-
- 3.5.1 Ensure that all vehicles operating Airside under this Licence either bear the livery of the Licensee or otherwise comply with the relevant Airport Notice;
 - 3.5.2 Enter only those Airside Areas necessary for the provision of the Services under this Licence and at all times to comply with all applicable regulations and instructions in relation to such Airside Areas;
- 3.6 The Licensee shall not without the written consent of the Company (which the Company reserves the right to withhold at its sole discretion):-
- 3.6.1 Knowingly do or omit to do anything that may cause the Company to become liable to any cost or penalty
- 3.7 To proactively manage to the Company's reasonable satisfaction the Licensee's airside operation particularly in relation to driver discipline vehicle parking and vehicle maintenance.
- 3.8 To provide to the Company at such intervals as the Company shall require such details of the Licensee's vehicle fleet as the Company shall require including (without prejudice to the generality of the foregoing) number of vehicles type of vehicle and details of the Licensee's vehicle replacement programme.
- 3.9 To provide and maintain at its own expense sufficient equipment to enable it to carry out the Services having regard to custom and practice within the industry.
- 3.10 To obtain the prior approval of H M Revenue & Customs and Border Agency and H M Immigration to the equipment and/or operations where so necessary;
- 3.11 At all times to provide and maintain in good repair condition and appearance the equipment vehicles and machinery which are necessary for the satisfactory provision of the Services in accordance with the terms of this Agreement and to ensure that such equipment machinery and vehicles are maintained in a safe condition in working order and comply with all regulations from time to time in force and all UK and EU standards from time to time recommended relating thereto and operated by trained and properly qualified operators.
- 3.12 The routing positioning and parking of the Licensee's vehicles and equipment on the Airport shall at all times be subject to the control of the Company and the Licensee shall comply with all traffic regulations byelaws and directions made by or on behalf of the Airport Managing Director or any other authorised person or agency such as H M Revenue and Customs and Border Agency applicable to such vehicles and equipment and the movement thereof on the Airport.
- 3.13 The Licensee shall ensure that its employees agents or contractors comply with the requirements of this Licence.

- 3.14 If applicable to provide security by bond or deposit where so required.
- 3.15 Not to interfere or permit interference by its employees or agents with any apparatus object or thing on or in the Airport unless such be necessary for the purpose of this Agreement or unless permission has been previously obtained from the Company.
- 3.16 Not to enter or permit the entry of any of its employees or agents in or upon any hangar or building at the Airport from which the general public are excluded except as may be necessary for the purposes of this Agreement or unless permission has been previously obtained from the Company.
- 3.17 Not to do or cause or permit anything to be done in or on or in the immediate vicinity of the Airport or any part thereof which might interfere with the due working thereof or the performance of any operations connected therewith or which might be or become a nuisance or annoyance or cause damage inconvenience or discomfort to any person or persons using the Airport or resorting thereto.
- 3.18 Not to discharge or suffer to be discharged into the Company's drains or sewers any effluent or thing which may injure or damage the Company's drains or sewers or any drains or sewers into which they discharge or which may cause an obstruction in such drains or sewers or pollute any stream or river into which any such drains discharge.
- 3.19 To liaise and co-operate with any person authorised by the Company supplying to an Airport User any services defined in the IATA Standard Ground Handling Agreement (1998) other than those provided to such Airport User by the Licensee

4. Indemnity and Insurance

4.1 Indemnity

During this Agreement the Licensee shall indemnify the Company, and its employees agents and contractors against any and all expenses liabilities losses claims damages and proceedings in respect of:

4.1.1 Any personal injuries (including death); and

4.1.2 Any loss of or damage to any real or personal property of the Company or its employees agents and contractors

PROVIDED THAT the same shall be due to the wrongful act or omission or negligence of the Licensee its employees agents or contractors.

4.2 Insurance

4.2.1 The Licensee shall at all times during this Agreement:

4.2.1.1 Effect and maintain insurance cover for all matters contained in Clause 4.1 in such sum as the Licensee considers to be sufficient and to cover its liabilities to third parties but in any event for not less than £50,000,000 for any one

occurrence or series of occurrences arising from one event but for an unlimited number of events during the period of the policy or such other minimum sum as the Company shall reasonably require, except for War and Terrorism risk which require not less than US\$50million;

- 4.2.1.2 Ensure that such policies contain an indemnity to principals clause in favour of the Company;
- 4.2.1.3 Produce upon demand (but not more than once a year) documentary evidence showing the required insurance cover and proof of payment for the premiums for such insurance;
- 4.2.1.4 Comply with the Employers Liability Compulsory Insurance Act 1969.

4.3 **Company's Liability**

The Company shall not be responsible for any loss or damage to the assets or any property of the Licensee unless due to the Company's negligence, breach of statutory duty or wilful act.

SCHEDULE 4
Provisos Agreements and Declarations

1. This Agreement is non-exclusive and shall not preclude the Company from providing an airside service or appointing another licensee to provide airside services at the Airport.
2. The provisions hereof shall not create any relationship of agent and principal between the parties hereto in relation to the provision of the Services by the Licensee.
3. This Agreement shall be personal to the Licensee and the Licensee shall not be entitled:-
 - (i) to assign the benefit of this Agreement; nor
 - (ii) to sub-contract the performance of the Services without the Company's consent (which may be withheld for any reason) and if the Company has approved such sub-contracting the Licensee shall not enter into any sub-contract unless the Company has first awarded an Airside Licence to such sub-contractor.
6. All sums payable under this Agreement are exclusive of Value Added Tax which shall where applicable be paid in addition at the rate in force at the due time for payment.
7. If any sum properly payable under this Agreement shall not be paid when due then the Licensee shall pay to the Company interest on such sum calculated on a daily basis and compounded quarterly from the due date until payment at the rate of 2% per annum over the base rate of Barclays Bank plc (or any successor bank) from time to time in force.
8. A reference to any statute enactment order regulation or other similar instrument shall be construed as a reference to them as amended from time to time.
9. References to clauses paragraphs and schedules are references to the clauses paragraphs and schedules of and to this Agreement. The schedules attached to this Agreement shall have effect as part of the Licence.
10. In this Agreement the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.
11. Any reference in this Agreement to "writing" includes a reference to any communication by letter facsimile or any other electronic media.
12. If any terms of this Agreement are invalid or unenforceable it shall not affect the validity or enforceability of the remainder. Invalid or unenforceable terms will be deleted from this Agreement and the parties shall if possible agree a valid and enforceable term in substitution.
13. This Agreement shall be governed by and construed in accordance in all respects with the laws of England and the parties irrevocably agree that the High Court of Justice in England is to have exclusive jurisdiction in any proceedings in relation to any claim, dispute or difference which may arise hereunder and in relation to or in enforcement of any judgement entered pursuant to any such claim, dispute or difference which may arise hereunder.
14. Any notice required or authorised to be given by either party under this Agreement to the other party shall be in writing and shall be sent by pre-paid registered or recorded delivery post or by

telex or facsimile transmission to the other party at the address stated in this Agreement or such other address as may be specified by the parties by notice to the other from time to time. Any such notice shall operate and be deemed to have been served at the expiration of 14 days after it is posted or transmitted. In proving such service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted or that the transmission was duly despatched and acknowledged as the case may be.

15. In this Agreement the headings are for convenience only and shall not affect interpretation.
16. References to any statute order instrument regulation direction or plan shall be deemed also to refer to any statutory or other modification or re-enactment thereof from time to time in force and to include any requirement having the force of law in the United Kingdom and any subordinate legislation order instrument regulation direction or plan from time to time in force made or issued thereunder or deriving validity therefrom or from any enactment repealed thereby or under any such modification or re-enactment
17. If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not by way of limitation war, natural emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by the party so incapacitated) the party unable to fulfil its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance.
 - (i) If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

SCHEDULE 5
Standard Conditions

1. Provide the Company with a letter of Intent from airline(s)/ companies to the Licensee, or a copy of a contract (conditional upon obtaining approval from the Licensee under these Conditions) to provide Airside Services.
2. To operate vehicles airside the Licensee must demonstrate to GAL's reasonable satisfaction that its method of operation will not disrupt the terminal, baggage and ramp operations or have a detrimental impact on the capacity of such operations.

The objective behind these conditions is to prevent companies from parking equipment and/or vehicles that are not utilised effectively at that terminal, therefore adding to the congestion Airside and demand on very limited parking space. The Company is looking for a high utilisation of equipment and vehicles Airside.

AS WITNESS the hands of the duly authorised signatories for the parties hereto on the day and year first before written

SIGNED by

Print Name



.....

KEITH BURRIDGE
.....

for and on behalf of **GATWICK AIRPORT LIMITED**

SIGNED by THE AUTHORISED SIGNATORY
FOR GATWICK AIRPORT, THE MANAGING
DIRECTOR OR A DIRECTOR WHO IS AN
OFFICER OF THE COMPANY

Print Name

x.....

.....

ELIZABETH FINCH
.....

for and on behalf of **SWEEPTech ENVIRONMENTAL SERVICES LLP**

Annex 1

Services provided:

Road Sweeping, Drain CCTV and High Pressure Jetting Cleaning, Waste Recycling

Contracts held for provision of services:

Shell UK Oil Products Limited as agents for Shell UK Ltd, Dyer & Butler

Number of vehicles operated airside (inclusive of temporary vehicles required):

Seventeen (17) permanent Ten (10) temporary