

Dated the 14 day of OCTOBER 2008

Belfast City Airport Limited

and

The Department of the Environment

**AGREEMENT PURSUANT  
TO ARTICLE 40(A) (1) (a)  
PLANNING (NORTHERN IRELAND) ORDER 1991**

O. Paulin  
Solicitor  
Department of Finance and Personnel  
Victoria Hall  
12 May Street  
Belfast BT1 4NL

**THE PLANNING (NORTHERN IRELAND) ORDER 1991  
AGREEMENT PURSUANT TO ARTICLE 40(A)(1)(a)**

THIS DEED is made the 14 day of OCTOBER 2008 between

- (1) BELFAST CITY AIRPORT LIMITED having its registered office at Sydenham Bypass, Belfast BT3 9JH Company No NI 16363 ('the Company') and
- (2) DEPARTMENT OF THE ENVIRONMENT of Clarence Court, Adelaide Street, Belfast ('the Department')

**WHEREAS:**

1. The Company, Short Brothers plc and the Department entered into an agreement pursuant to Article 40 of the Planning (Northern Ireland) Order 1991 on 22 January 1997 ('the 1997 Planning Agreement')
2. By virtue of a Deed of Surrender dated 3 August 2001 Short Brothers plc surrendered its interest in the Aerodrome
3. The Company is now the holder of a leasehold estate in the Aerodrome of which not less than 106 years of term remain unexpired under lease dated 3 August 2001 and 16 May 2006 respectively
4. The Department is the planning authority by which the covenants contained in this Agreement are enforceable
5. The Department appointed a panel to conduct an independent Examination in Public of the key issues relating to the 1997 Planning Agreement ('the EiP Panel') which reported on 31 August 2006
6. The Department has considered the report of the EiP Panel and all other material considerations
7. The Company has established a forecasting and scrutiny system in relation to aircraft and passenger numbers
8. The Company has appointed a contractor to install a noise and track keeping system
9. The Company has agreed to make payments into a community fund in respect of the use of the Aerodrome by Delayed Aircraft

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. This Agreement is made pursuant to Article 40(A)(1)(a) of the Planning Order and modifies the 1997 Planning Agreement. The 1997 Planning Agreement shall remain

fully effective save as modified by this Agreement and the terms of the 1997 Planning Agreement shall have effect as through the provisions contained in this Agreement had been contained in the 1997 Planning Agreement with effect from the date hereof

2. Interpretation

2.1 In this Agreement the following expressions shall have the following meanings:-

2.1.1. 'the Aerodrome' means George Best Belfast City Airport, Airport Road, Belfast shown edged red, for the purposes of identification only, on the Plan attached

2.1.2. 'the Company', and 'the Department' shall include their successors in title and assigns

2.1.3. 'person' means a natural person or any corporation or any public local or municipal authority or government department in the United Kingdom or elsewhere or other entity which is given or recognised as having legal personality by the law of any country or territory

2.1.4. 'the Planning Order' means the Planning (Northern Ireland) Order 1991 as amended

2.2. Words importing the singular shall be construed as importing the plural and vice versa

2.3. Any references to a statute or statutes (whether specifically named or not) or to any sections or sub-section therein shall include any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom

2.4. The titles or headings appearing in this Agreement are for reference only and shall not affect its construction or interpretation

MODIFICATION

3. From and including the date hereof the 1997 Planning Agreement shall be modified in the following manner:-

- 3.1 The reference to 'The Department' in Clause 5.4 of the 1997 Planning Agreement will be deleted and replaced with 'The Department for Regional Development'
- 3.2 The Third Schedule of the 1997 Agreement shall be deleted and replaced with the First Schedule hereto


#### OTHER PROVISIONS

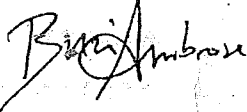
#### 4. Service of Notices

- 4.1 Any Notice required to be served under this Agreement shall be sufficiently authenticated:-
- 4.1.1 on behalf of a party hereto which is a body corporate by its secretary or any director or its solicitor or surveyor for the time being
- 4.1.2 on behalf of an individual by himself or herself or his or her agent for the time being
- 4.2 Any notice shall be sufficiently served on either party if addressed to that party and left at or sent by post or facsimile transmission at the address of that party
- 4.3 Any notice sent by post shall be deemed to be given 24 hours after the time of posting

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto the day and year first herein written

PRESENT when the Common  
Seal of BELFAST CITY AIRPORT  
LIMITED was affixed hereto:-

  
COMPANY SECRETARY

  
DIRECTOR

The Official Seal of the DEPARTMENT  
OF THE ENVIRONMENT FOR  
NORTHERN IRELAND was affixed  
hereto in the presence of:-

*Cynthia Smith*  
Chief Executive

## FIRST SCHEDULE

### Planning Covenants

#### PART I

#### DEFINITIONS and interpretation

In this Schedule:

1. 'Permitted Hours' means between the hours of 6.30 am and 9.30 pm local time
2. 'Prohibited Hours' means between the hours of 9.31pm and 6.29 am local time
3. 'Extended Hours' means between the hours of 9.31 pm and 11.59 pm local time
4. 'Diverted Aircraft' means aircraft diverted to the Aerodrome for any reason whatsoever from any airport
5. 'Air Traffic movements' mean landings or take-offs of all aircraft (except Diverted Aircraft) at the Aerodrome
6. 'Scheduled Flight' means Air Traffic movements programmed to use the Aerodrome
7. 'Scheduled Aircraft' means aircraft on Scheduled Flights
8. 'Delayed Aircraft' means Scheduled Aircraft which have been delayed for any reason whatsoever
9. 'Operator' means a person who at the relevant time has the management of one or more aircraft

#### PART II

#### The Restrictions

1. Hours
  - 1.1. No Scheduled Aircraft except Delayed Aircraft shall use the Aerodrome during Prohibited Hours
  - 1.2. No Delayed Aircraft shall use the Aerodrome except during Permitted Hours or Extended Hours
  - 1.3. No restriction shall apply to Diverted Aircraft which may use the Aerodrome at any time
2. Aircraft Movements  
Not to accept more than 48,000 Air Traffic movements in any period of twelve months at the Aerodrome

3. Seats

Not to permit Operators using the Aerodrome to offer for sale on Scheduled Flights more than 2,000,000 seats from the Aerodrome in any period of twelve months

PART III  
Obligations

1. Hours

Only in exceptional circumstances to permit Delayed Aircraft to use the Aerodrome during the Extended Hours

2. Aircraft Types

To accept at the Aerodrome in respect of jet aircraft only air traffic movements that comply with the certificate limits, as laid down in Chapter 3 of Annex 16, of the standards adopted by the International Civil Aviation Organisation Council and which are not marginally compliant with the limits laid down in the said Chapter 3 as defined in the Aerodromes (Noise Restrictions) (Rules and Procedures) Regulations 2003

3. Approaches

3.1. To maintain a bias in favour of approaches and climb-outs by Aircraft over Belfast Lough

3.2. To use all reasonable endeavours to maximise the use by Aircraft of approaches and climb-outs over Belfast Lough

4. Noise Contour Monitoring

In this sub-paragraph:-

4.1. 'Leq' =  $SEL + 10 \log N - \text{Constant}$

where N = the total number of noise events

Constant = Length of measurement period

SEL = Log Average Sound Exposure Level of the N events

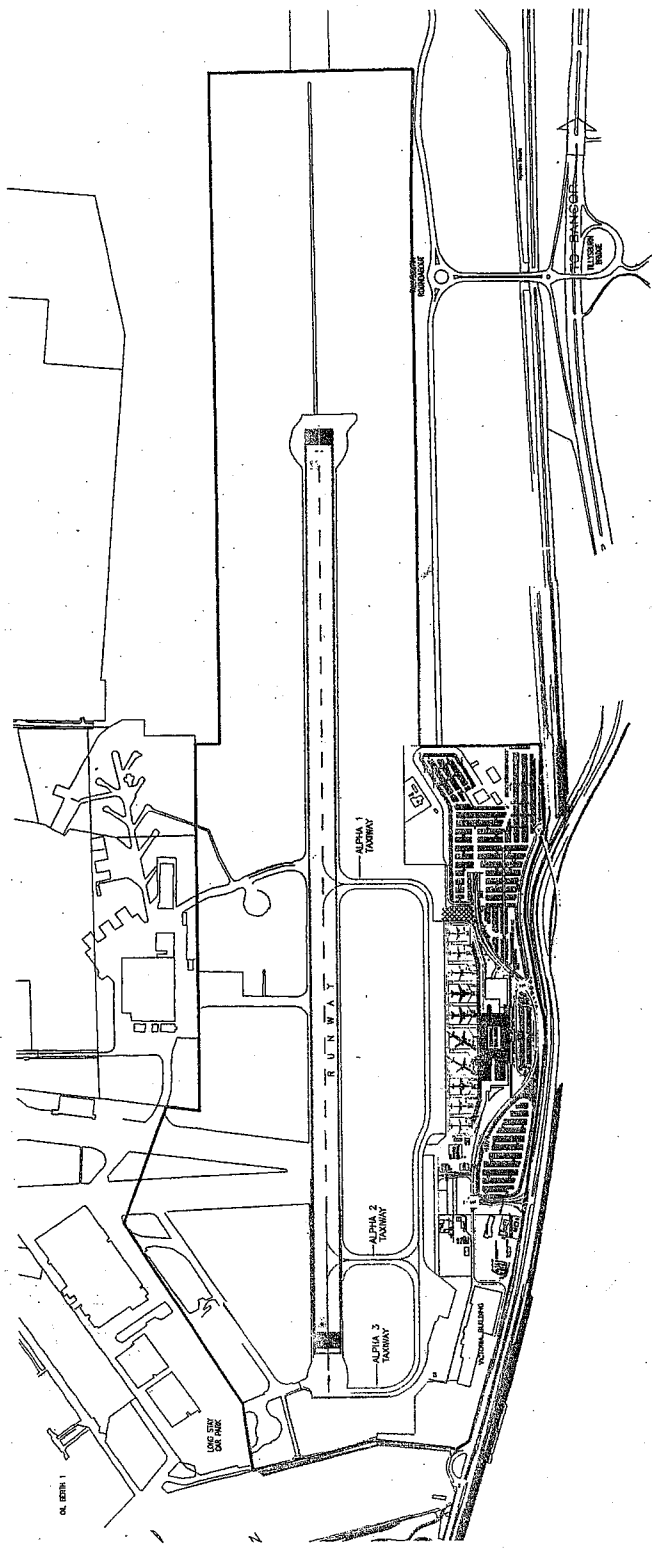
4.2. The Company shall maintain a noise control monitoring system in accordance with the following requirements:-

4.2.1. The annual system of contours shall use the latest validated version (currently Version 7) of the INM model and a 16 hour day

4.2.2. Noise levels shall be measured in the surrounding area and areas under the flight paths

- 4.2.3. The annual contours shall be produced at 57, 60 and 63 dBA Leq 16 hrs and will be generated from the data associated with all Air Transport Movements occurring during the period from 15 June to 14 September in any year and include in the case of the 57 Leq contour both the area covered and the population living within it
- 4.3. An indicative control contour shall be agreed by the Company and the Department in line with the recommendations of the EiP
- 4.4. The Company shall install and operate an integrated noise and track keeping system as quickly as is reasonably possible and in any event by 31 December 2008





**Belfast City Airport**  
**Scale 1:10,000**

## EXPLANATORY DOCUMENT

### GEORGE BEST BELFAST CITY AIRPORT – PLANNING AGREEMENT

Pursuant to the Recommendation contained in para 7.1.2 of the Report of the Examination in Public (dated 31<sup>st</sup> August 2006) into the Planning Agreement made between Belfast City Airport Ltd and others and the Department of the Environment on 22<sup>nd</sup> January 1997, the Department of the Environment has prepared this explanatory document to accompany the Planning Agreement made between Belfast City Airport Limited and the Department of the Environment on 14 October 2008 ("the Planning Agreement").

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The explanatory document neither forms part of nor purports to be an aid to the construction of the Planning Agreement.

#### *The Planning Agreement:-*

- (a) specifies the hours during which Scheduled Aircraft and delayed aircraft may use the Aerodrome;

Purpose: Minimisation of noise disturbance at night.

- (b) restricts air traffic movements to 48,000 in any period of twelve months at the Aerodrome;

Purpose: Limit environmental impact.

- (c) provides that Operators using the Aerodrome may not offer for sale on Scheduled Flights more than 2,000,000 seats from the Aerodrome in any period of 12 months.

Purpose: Regulation of environmental impact.

*Obligations:*

The Planning Agreement requires BCA:-

- (a) only in exceptional circumstances to permit delayed aircraft to use the Aerodrome between 9.31 pm and 11.59 pm.

Purpose: Minimisation of noise disturbance at night.

- (b) only to accept at the Aerodrome (in respect of jet aircraft) air traffic movements which satisfy certain standards adopted by the International Civil Aviation Organisation Council and certain noise restrictions;

Purpose: Restriction of generation of noise pollution.

- (c) to maintain a bias in favour of and use all reasonable endeavours to maximise use by aircraft of approaches and climb-outs over Belfast Lough;

Purpose: Minimisation of the effect of aircraft generated noise over densely populated areas.

- (d) to maintain a noise control monitoring system (which meets certain specified requirements). Noise contours are to be generated from data relating to air traffic movements occurring during the period from 15<sup>th</sup> June to 14<sup>th</sup> September in each year;

Purpose: Monitoring of noise levels.

- (e) to agree an indicative control contour with DOE (in accordance with the recommendations of the EIP Panel) and install an integrated noise and track keeping system as soon as possible and at the latest by 31<sup>st</sup> December 2008.


Purpose: Facilitating noise monitoring.

The principal purpose of this Agreement is to promote preservation of amenity.

This Planning Agreement may be modified (pursuant to Article 40A of the Planning (NI) Order 1991) either by agreement or pursuant to a request made by an applicant after the expiry of the relevant period.

Dated the 14<sup>th</sup> day of October 2008

Name:

  
.....  
Authorised Officer  
Planning Service