

Date: 17 June 2021

(1) EASYJET AIRLINE COMPANY LIMITED

AND

(2) ASSURED AVIATION SERVICES LIMITED

AIRCRAFT WASHING AGREEMENT

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	5
2.	COMMENCEMENT AND DURATION	16
3.	DUE DILIGENCE	16
4.	PROVISION OF THE SERVICES	17
5.	SERVICE LEVELS	20
6.	SUPPLIER PERSONNEL	22
7.	GAINSHARE	25
8.	CONTINUOUS IMPROVEMENT	26
9.	WARRANTIES AND REPRESENTATION	26
10.	TRAINING	27
11.	INDEMNITIES	28
12.	INSURANCE	32
13.	CHANGES TO THE SERVICES, ADDITION/DELETION OF LOCATIONS OR AIRCRAFT ..	33
14.	AUDIT	33
15.	COOPERATION WITH OTHER CONTRACTORS	33
16.	INTELLECTUAL PROPERTY RIGHTS	34
17.	CHARGES AND PAYMENT	35
18.	EXIT PLANNING	37
19.	TERMINATION	38
20.	CONSEQUENCES OF TERMINATION	39
21.	TUPE	40
22.	FORCE MAJEURE	40
23.	STEP-IN RIGHT	41
24.	ASSIGNMENT	42
25.	CONFIDENTIALITY	42
26.	DATA PROTECTION	43
27.	ETHICS AND ANTI-BRIBERY	48
28.	PUBLICITY	49
29.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	49

30. SUCCESSORS 50

31. NO PARTNERSHIP OR JOINT VENTURE 50

32. INVALIDITY AND SEVERABILITY 50

33. ENTIRE AGREEMENT 50

34. VARIATIONS 51

35. WAIVER 51

36. NOTICES 51

37. DISPUTE RESOLUTION PROCEDURE.....52

38. LAW AND JURISDICTION54

SCHEDULE 1 SERVICES.....56

SCHEDULE 2 SERVICE LEVELS.....57

PART A DEFINITIONS.....59

PART B SERVICE LEVEL REGIME 61

PART C REPORTING AND AUDIT PROCEDURES 68

PART D PERFORMANCE MONITORING..... 71

SCHEDULE 3 CHARGES YEAR 1.....73

CHARGES YEARS 2-5 INCLUSIVE74

SCHEDULE 4 CHANGE PROCEDURE75

SCHEDULE 5 TUPE.....78

SCHEDULE 6 KEY PERSONNEL..... 80

THIS AGREEMENT is made

BETWEEN

- (1) **EASYJET AIRLINE COMPANY LIMITED** company registration number 3034606 whose registered office is at Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF ("**easyJet**"); and
- (2) **Assured Aviation Services Limited** company registration number 9819877 whose registered office is at Harriott Drive, Heathcote Industrial Estate, Warwick. CV34 6TS (the "**Supplier**").

each a "**Party**" and collectively the "**Parties**".

BACKGROUND

- (A) easyJet wishes to engage the Supplier to provide the Services upon the terms and subject to the conditions set out in this Agreement.
- (B) The Supplier agrees to provide the Services to easyJet upon the terms and subject to the conditions set out below.

IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions will have the following meanings unless the context otherwise requires:

"Agreement" means this Agreement and each of its Schedules and Appendices;

"Applicable Law" means:

- (a) any statute, regulation, determination, by-law, declaration, ministerial direction or other subordinate legislation;
- (b) common law and laws of equity;
- (c) any exercise of royal prerogative;

- (d) any enforceable community right within the meaning of Section 2(1) of the European Communities Act 1972;
- (e) any binding court order, judgment or decree; and
- (f) any rule, code, code of practice, circular, policy, order, demand, decision, determination, direction, guidance, consent, or notice of any regulatory body, which in each case are binding on either of the Parties,

in each case in force in at any time during the term of the Agreement;

"Auditors"

means such auditor as the Parties may agree, or failing such agreement within 5 Business Days, such person as the President for the time being of the Institute of Chartered Accountants in England and Wales may nominate on application of either Party;

"Best Industry Practice"

means in relation to the Services, the exercise of the highest degree of quality, skill, diligence, prudence and foresight which would be expected from skilled, professional and experienced persons working for a leading service provider providing similar services and seeking in good faith to comply with its obligations;

"Business Day"

means any day (other than Saturday, Sunday or a public holiday) on which banks are ordinarily open for business in London;

"Change Procedure"

means a change to the Services or the Agreement in accordance with the process set out in Schedule 4;

"Charges"

except if the context in the clause indicates otherwise, means the charges as set out in Schedule 3;

"Commencement Date"

means 01 April 2021

"Confidential Information" means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "**confidential**"), together with all copies, which relates to a party (the "**Disclosing Party**") or to its employees, officers, customers or suppliers (or, where easyJet is the Disclosing Party, to any easyJet Related Entity or their employees, officers, customers or suppliers), and which is directly or indirectly disclosed by the Disclosing Party to the other party (the "**Recipient Party**") in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement. The easyJet Data will be deemed to be Confidential Information of easyJet. However, the following information is not "Confidential Information" for the purposes of this Agreement:

- (a) information which is in the public domain other than as a result of breach of this Agreement or any separate confidentiality undertaking between the Parties;
- (b) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and

information which was developed or created independently by or on behalf of the Recipient Party or, where easyJet is the Recipient Party, by or on behalf of an easyJet Related Entity;

"Data Controller" has the same meaning as in the Data Protection Legislation;

"Data Processor" has the same meaning as in the Data Protection Legislation;

"Data Protection" means European Directives 95/46/EC and 2002/58/EC

Legislation"	and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them from time to time (including the General Data Protection Regulation), and all other applicable laws relating to processing of Personal Data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;
"Default"	any breach of the obligations of the relevant Party or any other default, act, omission or negligence of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement;
"Disaster Recovery Plan"	means the disaster recovery plan published by easyJet as amended from time to time;
"Dispute Resolution Procedure"	means the dispute resolution procedure as set out in clause 37;
"easyJet Brand"	means any name, logo, trademark or other design or description identifiable with any easyJet Operator or the products or services of those companies;
"easyJet Related Entity"	means any entity which is directly or indirectly controlling, controlled by, or under common control with easyJet and, for the avoidance of doubt, includes easyJet Switzerland S.A., easyJet UK Limited and easyJet Europe Airline GmbH. For the purposes of this definition "control" includes the ability to control or direct (directly or indirectly) the board or decision making of an entity by virtue of ownership, right of appointment of board members or management, by contract, the ability to control the exercise of voting rights, contractual entitlement or otherwise;

"easyJet Operator"	means any of (i) easyJet, (ii) an easyJet Related Entity, (iii) any operator operating under the easyJet name or brand and (iv) any person which is the owner of all or substantially all of easyJet's business and/or assets;
"easyJet Policies"	means the following easyJet policies as may be amended by easyJet provided to the Supplier from time to time: (i) easyJet brand guidelines; (ii) easyJet's IT Security Schedule, (iii) easyJet's Anti-bribery and Corruption Policy; (iv) easyJet's Supplier Code of Conduct; (v) easyJet's DP Policy; and any other easyJet policies notified to Supplier from time to time;
"easyJet Trade Mark"	means the trade marks, both registered and unregistered, owned, used or licensed by an easyJet Related Entity from time to time;
"easyJet's Anti-bribery and Corruption Policy"	means easyJet's anti-bribery and corruption policy as updated from time to time
"easyJet's DP Policy"	means easyJet's data protection policy, as may be amended by easyJet and provided to the Supplier from time to time;
"easyJet's Exterior Wash Manual"	means easyJet's Exterior Wash Manual, as may be amended by easyJet and provided to the Supplier from time to time;
"easyJet's IT Security Schedule"	means easyJet's IT security policy, as may be amended by easyJet and provided to the Supplier from time to time;
"Exit Plan"	means the plan which defines the actions to be taken by easyJet and the Supplier on termination or expiry of this Agreement, to be put in place by the Parties in accordance with clause 18;
"Force Majeure"	means events beyond the reasonable control of a Party including, without limitation, act of God, war, riot, civil

commotion, terrorism, compliance with governmental direction, including but not limited to embargos, or any overriding emergency procedure, fire, flood, storm, earthquake, quarantine restriction, natural catastrophes (but shall not include damage or breakdown of plant, machinery or equipment) but excluding any industrial dispute relating to the Supplier or any failure in the Supplier's supply chain;

"Gross Negligence"

means any act or failure to act which, in addition to constituting negligence, is such reckless conduct or omission that it objectively constitutes a serious disregard for harmful, foreseeable and avoidable consequences but shall not include an error of judgment or mistake made in good faith;

"Ground Handling Manual"

means the ground handling manual published by easyJet, the terms and conditions of which are incorporated into this Agreement by reference, as amended, updated or replaced from time to time;

"Initial Term"

means the period of five (5) years from the Commencement Date;

"Insolvency Event"

means the occurrence of any of the following events, appointments or circumstances (or the occurrence of any event, appointment or circumstances analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant person:

- (a) the person passing a resolution for its winding up or a court of competent jurisdiction making an order for the person to be wound up or dissolved or a liquidator otherwise being appointed or the person being otherwise dissolved;
- (b) the giving of any notice of intention of

appointment or notice of appointment of, or the appointment of, an administrator of, or the making of an administration order in relation to, the person;

- (c) the appointment of a receiver, manager or receiver or administrative receiver of, or an encumbrancer taking possession of, selling or giving any notice in respect of, the whole or any part of the person's undertaking, assets, rights or revenue;
- (d) the person commencing negotiations for or entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;
- (e) the person stopping or suspending payment of any of its debts or being unable to pay its debts or being declared unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (except that, for the purposes of this Agreement, the reference to £750 in section 123(1) of that Act shall be replaced with a reference to £10,000); or
- (f) any circumstance arising which would (or which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would) entitle any third party to enforce any encumbrance (including any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, security interest, any other security

agreement or arrangement or which otherwise restricts the Supplier's ability to use and deal with the relevant equipment or asset) over or in respect of any equipment or asset.

However, a resolution by the relevant person or a court order that such person be wound up for the purpose of a bona fide solvent reconstruction or amalgamation shall not amount to an Insolvency Event;

"Intellectual Property"

means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, the rights in designs, database rights, rights to use, and protect the confidentiality Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist or will subsist now or in the future in any part of the world;

"Key Personnel"

means any member of the Supplier's team or workforce who has been identified as being crucial to the provision of the Services as listed in Schedule 6;

"Location"

means an airport at which the Supplier is to provide the Services to easyJet, which at the time of entering into this Agreement consists of Glasgow (GLA), London Gatwick (LGW) and London Luton (LTN) airports, and shall include such other airports as specified by easyJet to the Supplier from time to time pursuant to clause 13;

"Month"	means a calendar month;
"Performance Monitoring Report"	has the meaning as set out in Part A of Schedule 2;
"Personal Data"	has the same meaning as in the Data Protection Legislation;
"Quarterly Meeting"	has the meaning given in clause 5.6;
"Replacement Supplier"	means any replacement supplier or provider to easyJet of the Services (or any part of them);
"Returning Employees"	means those persons listed in a schedule to be agreed by the Parties prior to the Subsequent Transfer Date who it is agreed were employed by the Supplier wholly and/or mainly in the Services immediately before the Subsequent Transfer Date;
"Services"	means the aircraft washing services to be provided by the Supplier to easyJet in accordance with this Agreement, as described in Schedule 1 and as the same may be varied from time to time in accordance with the terms of this Agreement;
"Service Credits"	means the credits which become payable to easyJet where Service Levels are not achieved as set out in Schedule 2 and will be made by way of reduction in the charges and/or the attributing of credit;
"Service Failure"	has the meaning given in paragraph 10.1 of Part B of Schedule 2;
"Service Levels"	means the level of services required of the Supplier in performance of its obligations under this Agreement as set out in Schedule 2, as may be varied, added to or replaced from time to time by the written agreement of the Parties during the term;

"Service Level Termination Event"	has the meaning given in Schedule 2 Part A;
"Service Standards"	has the meaning given in clause 4.3;
"Subsequent Transfer Date"	means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Supplier and easyJet and/or a Replacement Supplier (as the case may be);
"Supplier Personnel"	means any person employed or engaged by or on behalf of the Supplier from time to time and who is wholly or mainly engaged in connection with the provision of the Services;
"Term"	means the Initial Term plus any contractual extension period(s) effected in accordance with clause 2.2;
"Termination Notice"	means any notice to terminate this Agreement which is given by either Party in accordance with clause 19;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);
"VAT"	means value added tax and any other similar sales, goods, services, purchase or turnover tax or duty levied by any way by any competent authority; and
"Year"	means a 365 day period commencing either on the Commencement Date or on any anniversary of such date.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 If there is any conflict or ambiguity as to the standard to which or the manner in which any element of the Services is to be provided or the extent of the Services, the conflict or ambiguity will be resolved according to the following order of priority:
 - 1.8.1 first, the Services as set out in easyJet's Exterior Wash Manual;
 - 1.8.2 second, the Service descriptions and Service Levels as set out in Schedules 1 and 2;
 - 1.8.3 third, any other provision of this Agreement which contains a description of the Services and the Service Standards; and
 - 1.8.4 fourth, any other service standards referred to in this Agreement in respect of the provision of the Services.
- 1.9 Subject to clause 1.8, any conflict, ambiguity or inconsistency between the parts of this Agreement, then the following order of precedence shall apply:
 - 1.9.1 easyJet's Exterior Wash Manual;
 - 1.9.2 the clauses; and
 - 1.9.3 the schedules.
- 1.10 Any references to "**writing**" or "**written**" includes references to any communication effected by post, facsimile or any "comparable means". For the avoidance of doubt, "comparable means" does not include "emails" or "telex".
- 1.11 Any sum payable by one Party to the other under this Agreement will be exclusive of any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.

- 1.12 The Supplier acknowledges that part of the easyJet fleet of aircraft to which this Agreement applies are operated by easyJet Operators. The Parties agree that for the purposes of this Agreement any aircraft operated by an easyJet Operator (and their crew) (the "**easyJet Operator's Aircraft**"), shall be treated as if they were aircraft and crew of easyJet. For the sake of clarity, the rights and obligations of the Parties under this Agreement, in relation to the easyJet Operator's Aircraft and their crew shall be the same as if such aircraft and crew were owned/operated/employed by easyJet and shall be enforced by each Party accordingly.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall take effect on the Commencement Date and shall remain in force for the Term unless terminated earlier in accordance with its terms.
- 2.2 Before the expiry of the Initial Term or any Renewal Period, easyJet may extend this Agreement by giving at least four (4) Months' written notice to the Supplier by a further minimum period of six (6) Months and maximum period of twenty-four (24) Months (each such extension being a "**Renewal Period**").

3. DUE DILIGENCE

- 3.1 The Supplier acknowledges and confirms that:
- 3.1.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked easyJet all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
 - 3.1.2 it has received all information requested by it from easyJet pursuant to clause 3.1.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
 - 3.1.3 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of easyJet pursuant to clause 3.1.1;
 - 3.1.4 it has entered into this Agreement in reliance on its own due diligence.
- 3.2 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by easyJet in respect of any information which is provided to the

Supplier by easyJet and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Applicable Law.

4. PROVISION OF THE SERVICES

- 4.1 With effect from the Commencement Date, the Supplier shall provide the Services as the Services may evolve during the Term and as they may be supplemented, enhanced, modified or replaced in accordance with this Agreement. The Services shall include any services or responsibilities not expressly specified in this Agreement but reasonably required for the proper performance of the Services.
- 4.2 The Supplier shall provide the Services to the easyJet Operators in accordance with the terms and conditions of this Agreement. Whenever pursuant to this Agreement the Services are provided or are to be provided to an easyJet Operator, references to easyJet aircraft in this Agreement shall, in so far as the Agreement describes the Supplier's relevant obligations or the Service Standards, be construed as references to such easyJet Operators or their aircraft.
- 4.3 The Supplier shall ensure that the Services (i) are provided to easyJet in a proper, skilful, safe and professional manner and (ii) at all times comply in all respects with:
 - 4.3.1 the terms and conditions of this Agreement;
 - 4.3.2 easyJet's Exterior Wash Manual;
 - 4.3.3 all Applicable Laws and Best Industry Practice;
 - 4.3.4 all relevant codes of practice;
 - 4.3.5 IATA's Airport Handling Manual;
 - 4.3.6 the UK Civil Aviation Authority's CAP 642 (Airside Safety Management) (or equivalent);
 - 4.3.7 local health and safety regulations at each Location;
 - 4.3.8 local airport authority requirements at each Location;
 - 4.3.9 the Supplier's own established procedures and practices;
 - 4.3.10 the easyJet Policies;

- 4.3.11 aircraft maintenance manuals;
- 4.3.12 any engineering procedure or technical instruction;
- 4.3.13 easyJet's Ground Handling Manual; and
- 4.3.14 such other standards as set out in or referred to in this Agreement or as agreed between the Parties from time to time.

(the "**Service Standards**"). Where more than one Service Standard applies, the Supplier shall comply with the most stringent standard.

- 4.4 The Supplier shall provide all the Services promptly in accordance with any dates and times specified for such provision to ensure quick turnaround times whilst maintaining Best Industry Practice standards of cleaning.
- 4.5 The Supplier shall be responsible for and bear all costs incurred in the implementation, maintenance and development of the Services, including all airport levies and the cost of any contracts which are entered into by the Supplier with suppliers of products and equipment required to provide the Services.
- 4.6 The Supplier shall provide such incidental services as are reasonable and necessary for the proper performance of the Services.
- 4.7 The Supplier shall increase or decrease the amount of the Services according to easyJet's demand for these Services and easyJet reserves the right to add, remove or modify any of the Locations at which the Services are to be provided. Any changes to this Agreement and/or the Charges shall be agreed between the Parties in accordance with the Change Procedure in Schedule 4, subject to easyJet giving the Supplier three (3) Months' written notice of a change to enable the Supplier to give effect to the change by its planned implementation date.
- 4.8 The Supplier shall ensure that all Supplier Personnel wear a uniform and identity badges when performing the Services and such uniforms shall comply with the Service Standards.
- 4.9 The Supplier shall provide all equipment, cleaning products and other materials necessary for the provision of the Services, which shall comply with the Service Standards, and shall ensure that:

- 4.9.1 all equipment used in providing the Services is designed for use on aircraft and is maintained at all times in accordance with manufacturer guidelines and recommendations; and
 - 4.9.2 any equipment used within two (2) metres of any aircraft is appropriately safeguarded and equipped with buffers to ensure no damage is caused to the aircraft.
- 4.10 The Supplier shall not conduct its business in a manner that reflects unfavourably on the good name, goodwill and reputation of easyJet or any easyJet Related Entity.
- 4.11 The Supplier shall at all times act in accordance with sound commercial principles and shall not engage in deceptive, misleading or unethical conduct or practices which may be detrimental to the business or reputation of easyJet or any easyJet Related Entity.
- 4.12 If the Supplier becomes aware that the provision of the Services or any other activity under or in connection with this Agreement is being, or in its reasonable estimation is likely to be, delayed, interrupted or prevented (for whatever reason), such that it will not meet any obligations under or in connection with this Agreement, then the Supplier shall give written notice immediately to easyJet of the relevant circumstances. The giving of such notice shall not prejudice easyJet's rights under or in connection with this Agreement and the Supplier shall do whatever it takes to mitigate the impact of any delays, interruptions or preventions.
- 4.13 The Supplier will comply with easyJet's IT Security Schedule in force from time to time and maintain any other security measures and procedures as are required as a consequence of the Data Protection Legislation or as necessary to provide for the safe custody of data and to prevent any unauthorised access and which are communicated to the Supplier in writing.
- 4.14 The Supplier shall comply with all security requirements and regulations at each of the Locations. The Supplier agrees to indemnify easyJet from and against any costs, claims, liabilities (including charges or penalties) and expenses (including reasonable legal expenses) incurred by easyJet as a result of the Supplier failing to comply with this clause 4.14.

5. SERVICE LEVELS

5.1 From the Commencement Date, the Supplier shall at all times achieve or exceed the Service Levels in respect of the Services and shall perform the Services:

5.1.1 with promptness, diligence and in a professional manner, in accordance with Best Industry Practice, including in accordance with ISO 9000 and ISO 9001 or its equivalent;

5.1.2 using efficiently the resources or services necessary to provide the Services;

5.1.3 in the most cost effective manner consistent with the required level of quality and performance;

5.1.4 in accordance with the Service Standards;

5.1.5 in compliance with a safety management system that as a minimum:

5.1.5.1 identifies safety hazards;

5.1.5.2 ensures that remedial action necessary to maintain an acceptable level of safety is implemented;

5.1.5.3 provides for continuous monitoring and regular assessment of the safety level achieved;

5.1.5.4 aims to make continuous improvement to the overall level of safety;

5.1.5.5 defines lines of safety and accountability throughout the supply organisation, including a direct accountability for safety on the part of senior management.

5.2 The Supplier shall provide easyJet with a Performance Monitoring Report each month in accordance with the process set out in Part D of Schedule 2, detailing its performance in relation to the Service Levels.

5.3 If there is a Service Failure, the Supplier will, at no cost to easyJet:

5.3.1 notify easyJet in writing immediately of the Service Failure;

- 5.3.2 promptly investigate the underlying causes of the Service Failure and assemble and preserve any data or information indicating the cause of the Service Failure, including performance of a root cause analysis of the problem;
 - 5.3.3 without prejudice to its obligation to produce a remedial plan should one be required, prepare and deliver to easyJet a Service Failure Report in accordance with the process set out in paragraph 10 of Part B of Schedule 2;
 - 5.3.4 take whatever action is necessary to minimise the impact of the Service Failure and take such steps as are necessary to prevent it from recurring;
 - 5.3.5 correct the Service Failure as soon as possible and resume service provision in accordance with the Service Levels.
- 5.4 If the Supplier fails to achieve a Service Level due to its Default the Supplier shall credit easyJet with Service Credits in accordance with Schedule 2.
- 5.5 Where a sum is expressed to be payable as a Service Credit, the Parties agree that:
- 5.5.1 such sums are a price adjustment and do not represent an estimate of the loss or damage that may be suffered by easyJet in respect of the breach of the Agreement which gives rise to the Service Credit; and
 - 5.5.2 the crediting of such sums is without prejudice to any other remedy available to easyJet, whether under the Agreement, common, law or in equity and any breach by the Supplier with respect to the Service Levels will be without prejudice to easyJet's right to terminate the Agreement.
- 5.6 Unless otherwise notified by easyJet to the Supplier, the Parties shall meet once every three Months (the "**Quarterly Meetings**") to monitor and review:
- 5.6.1 the overall operation of the Service Levels, which shall improve over time in accordance with the provisions of clause 8 (*Continuous Improvement*). easyJet shall be entitled to seek additions, deletions or revisions to the Service Levels as easyJet's business requirements and relationship with the Supplier changes, with such variations to be agreed via the Change Procedure;

- 5.6.2 the performance of this Agreement, the achievement of the Service Levels and the provision of the Services;
 - 5.6.3 the performance of the supply and the delivery of the Services; and
 - 5.6.4 the Service Levels and make any changes in accordance with the Change Procedure to reflect changes in easyJet's requirements for the Services.
- 5.7 easyJet may at its sole discretion require the Supplier to attend additional meetings (by phone or in person) as easyJet see fit for the purpose of: (a) operational review (no more frequently once per week), and (b) annual strategic review (no more frequently than twice per Year). easyJet will give the Supplier a minimum of one (1) weeks' notice prior to any such meeting.
- 5.8 The Supplier shall ensure the following attendees attend the Quarterly Meetings:
- 5.8.1 The Supplier's chief executive officer;
 - 5.8.2 The Supplier's accountable person from operations; and
 - 5.8.3 The Supplier's accountable person from safety.

6. SUPPLIER PERSONNEL

- 6.1 The Supplier shall provide such appropriately qualified, careful, skilled, honest and trained staff as may be required for the provision of the Services and the administration relating to the Services.
- 6.2 The Supplier shall be solely responsible for the compensation of the Supplier Personnel and for taking out all appropriate insurance coverage for the Supplier Personnel.
- 6.3 The Supplier shall ensure that the Services are performed by Supplier Personnel possessing qualifications, skills and experience that are necessary for or appropriate to the proper and efficient supply of the Services in accordance with the Service Standards and that all Supplier Personnel are medically fit and of sound mental health.
- 6.4 The Supplier will verify and ensure that before any member of the Supplier Personnel commences the provision of the Services:

- 6.4.1 if providing airside Services has no conviction for any offence (other than minor motoring offences which do not prevent or restrict the carrying out of the individual's duties), except where such conviction has been disclosed to easyJet and easyJet has given its prior written consent to such person(s) commencing work on the airside Services;
 - 6.4.2 has provided proof of his or her identity to the Supplier;
 - 6.4.3 is legally eligible to work in the relevant Location; and
 - 6.4.4 has the appropriate qualifications and registrations which are required for the individual to carry out his or her role.
- 6.5 The Supplier will ensure that all Supplier Personnel carrying out the Services have received adequate training and will implement all such training for the Supplier Personnel (including without limitation in relation to the safe handling of chemicals and other cleaning products during the provision of the Services and the applicability of different chemicals, materials and equipment on easyJet aircraft) as is necessary from time to time to ensure that all Supplier Personnel perform the Services in accordance with the Service Levels and the other requirements of this Agreement.
- 6.6 The Supplier will ensure that the Key Personnel are contactable during office hours on Business Days.
- 6.7 The Supplier will procure the availability of Key Personnel to provide the Services and the management of the Services on such days and at such times as easyJet may require during the Term.
- 6.8 The Supplier will not make any changes to the Key Personnel without prior consultation with easyJet, such approval not to be unreasonably withheld or delayed.
- 6.9 The Supplier will obtain at its cost and in good time the necessary security clearances and security passes to enable the Supplier Personnel to work airside at the relevant Location.
- 6.10 The Supplier shall remove from the provision of the Services any person employed in or about the provision of the Services who have carried out any act of misconduct or indiscipline or easyJet believes in its sole discretion may adversely affect the standard and reputation of easyJet and provide a suitable replacement with all

necessary security clearances. easyJet shall not be liable either to the Supplier or to such personnel in respect of any expense, claim, proceeding, liability, loss or damage occasioned by such removal and the Supplier shall indemnify easyJet for any claims, losses, liability, costs, damages or expenses arising from such removal.

- 6.11 The Supplier shall include in all contracts of employment with the Supplier Personnel a provision that all Supplier Personnel can be searched and checked on a random basis to the extent permitted under Applicable Law.
- 6.12 The Supplier shall provide sufficient qualified managers and senior staff to ensure that all Supplier Personnel engaged in the provision of the Services are, at all times adequately supervised and perform their duties in accordance with the Service Standards and the terms and conditions of this Agreement.
- 6.13 The Supplier shall ensure that at all times there is a sufficient number of Supplier Personnel available to provide the Services in accordance with Service Levels, including during holidays, absence through sickness, staff departures or removals in accordance with clause 6.10, or otherwise.
- 6.14 The Supplier shall use its best endeavours to ensure the continuity of Supplier Personnel.
- 6.15 The Parties acknowledge that the Charges take into account the minimum budgeted headcount and therefore: (i) such credit represents a price adjustment and does not represent an estimate of the loss or damage that may be suffered by easyJet in respect of breach by the Supplier; and (ii) the credit of any such amount is without prejudice to any other right or remedy available to easyJet, whether under the Agreement, Applicable Law or in equity in regards to any breach of the Agreement by the Supplier.
- 6.16 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel and, on request, supply information to easyJet to the extent that it is permissible under the Data Protection Legislation and other Applicable Law.
- 6.17 The Supplier shall ensure that the Supplier Personnel, when carrying out the Services, are not under the influence of alcohol, illegal or prohibited substances or other intoxicants and if found to be so, the Supplier shall immediately remove that member of Supplier Personnel in accordance with clause 6.10 and provide a suitable replacement.

7. GAINSHARE

- 7.1 The Parties agree to meet each quarter during the Term in order to discuss potential cost savings and/or any other financial gains that the Supplier can make (or has made) either through the implementation of service improvements or through the implementation of other changes or projects ("**Gainshare Quarterly Meeting**").
- 7.2 Prior to each Gainshare Quarterly Meeting, the Supplier shall provide easyJet with a detailed report which sets out any cost savings and/or financial gains that the Supplier has made in the previous quarter and shall provide evidence of the Supplier's role in any such cost savings and/or financial gains and the reasons why the Supplier is entitled to share in the same with easyJet pursuant to clause 7.3.
- 7.3 The Parties shall discuss (both Parties acting reasonably and in good faith) at the Gainshare Quarterly Meeting whether all or part of the relevant cost savings and/or financial gains should be shared, and on what basis they should be shared.
- 7.4 Where the Parties agree that the Supplier has directly contributed to the relevant cost savings and/or financial gains, all such cost savings and/or financial gains shall be shared equally between the Parties.
- 7.5 Where the Parties agree that the Supplier has directly contributed to only part of the relevant cost savings and/or financial gains, such part as the Parties agree have been directly contributed to by the Supplier shall be shared equally between the Parties.
- 7.6 The Supplier agrees and acknowledges that it shall not be entitled to share in any cost savings and/or financial gains made on a one-off basis which will not be carried forward into the following contract year or as a result of adjustments to the anticipated costs for delivery of a project or in respect of capital expenditure.
- 7.7 Notwithstanding any other term of this Agreement, where easyJet proposes any change to the Services and, as a result of such change, there is a cost saving and/or financial gain for easyJet, such cost saving and/or financial gain shall not be subject to the gainshare arrangements in this clause 7 but shall be reflected in their entirety in an appropriate reduction of the Charges.
- 7.8 The Parties shall calculate and track any sums owed pursuant to this clause 7 on a quarterly basis but such sums shall be invoiced and payable following the end of each contract year.

8. CONTINUOUS IMPROVEMENT

- 8.1 The Parties shall use all commercially reasonable efforts to discuss in good faith and on an on-going basis any reasonable suggestions for (new or potential) improvements, modification, development or change to the Services. Each Party has the right (but not the obligation) to implement or otherwise co-operate with the implementation of any improvements. Each Party shall bear its own costs and expenses in connection with such improvements to the Services.
- 8.2 If easyJet wishes to incorporate any improvement identified or suggested by the Supplier and if, in easyJet's opinion, any requested change by the Supplier would impact upon, detrimentally affect, have an adverse effect on or result in an adverse change in the provision of the Services, then easyJet shall be entitled to consider that matter to be a Change Procedure in accordance with Schedule 4 and to refer the matter to the Change Procedure.
- 8.3 Notwithstanding the above Clauses 8.1 and 8.2, as part of the normal on-going provision of the Services under this Agreement, the Supplier shall, at its own expense, use reasonable efforts to work to develop and enhance the Services including but not limited to improving on the Service Levels and offering to easyJet efficiencies both in the time taken to clean each easyJet aircraft and a reduction in the Charges per aircraft without sacrificing the standard of Services.

9. WARRANTIES AND REPRESENTATION

- 9.1 Each Party warrants, represents and undertakes that:
- 9.1.1 it has full capacity and authority to enter into and to perform this Agreement, and that in doing so it is not in breach of any obligation owed to any other person or party;
 - 9.1.2 this Agreement is executed by duly authorised representatives of that Party;
 - 9.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to the Party's knowledge, threatened against or affecting that Party before any court, administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement; and

- 9.1.4 once duly executed, this Agreement will constitute its legal, valid and binding obligations.
- 9.2 The Supplier undertakes, warrants and represents on an on-going basis that:
- 9.2.1 the Supplier will perform and procure the performance of its obligations under this Agreement in compliance with the Service Standards;
- 9.2.2 it has and will continue to hold all relevant certificates, consents, dispensations and regulatory approvals necessary to provide the Services;
- 9.2.3 it shall discharge its obligations under this Agreement using personnel of required skill, experience and qualification, with all due skill, care and diligence, including in accordance with Best Industry Practice;
- 9.2.4 it will comply with all statutory requirements and regulations which are relevant to its obligations under this Agreement; and
- 9.2.5 it shall, and shall procure that its partners, officers, employees, agents, subcontractors, suppliers and any other persons who perform Services for and on behalf of it in connection with this Agreement shall comply with internationally recognised standards relating to human rights, including but not limited to those set out in the International Bill of Human Rights.
- 9.3 Both Parties agree that the warranties set out in this clause 9 are in lieu of and exclude all other terms, conditions and warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality or fitness for any particular purposes of the Services to the fullest extent permitted by law.
- 9.4 Provisions of this clause 9 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by the Supplier.

10. TRAINING

- 10.1 The Supplier will be responsible at its' own cost for providing training to all staff engaged by it in the provision of the Services including (where applicable, but deemed appropriate by easyJet), without limitation, training in respect of the relevant aircraft maintenance manuals, critical design configuration control of the relevant aircraft, EWIS (Electrical Wiring Interconnection System) of the relevant aircraft,

engineering technical notices, easyJet Ground Handling Manual, any engineering drawings (as applicable) and any other information that may be supplied by easyJet from time to time.

- 10.2 The Supplier agrees to maintain all training records of all staff engaged by it in the provision of the Services and agrees to send copies of the same to easyJet on request and in any event within five (5) days of any such request. The Supplier will hold all training records for a minimum period of six (6) years.
- 10.3 The Supplier agrees to implement a competency assessment programme for all staff engaged by it in the provision of the Services where such a competency assessment programme is required and shall ensure that such staff shall pass such competency assessed training at least every twenty-four (24) months.

11. INDEMNITIES

- 11.1 In no event shall either Party be liable to the other under or in connection with this Agreement (and whether for breach of contract, under an indemnity, in tort (including negligence), for breach of statutory duty, misrepresentation or otherwise) for any indirect, special or consequential loss, damage, loss of profits, loss of earnings, loss of business or goodwill, even if that party had notice of the possibility of the other party incurring such losses.
- 11.2 In this clause 11:
- 11.2.1 “act or omission” shall include negligence; and
- 11.2.2 “Conditions of Carriage” means easyJet’s Terms and Conditions and Carrier’s Regulations, each as published from time to time on easyJet’s website.
- 11.3 The Supplier shall not make any claim against easyJet and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:
- 11.3.1 injury to or death of any employees of the Supplier, its servants, agents or subcontractors; and
- 11.3.2 damage to or loss of property owned or operated by, or on behalf of, the Supplier and any consequential loss or damage;

11.3.3 arising from an act or omission of easyJet in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with knowledge that damage, death, delay, injury or loss would probably result.

11.4 Except as stated in clause 11.5, 11.6, 11.7, and 11.8 easyJet shall not make any claim against the Supplier and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:

11.4.1 injury or death of persons carried or to be carried by easyJet;

11.4.2 injury or death of any employee of easyJet;

11.4.3 damage to or delay or loss of baggage, cargo or mail carried or to be carried by easyJet; and

11.4.4 damage or loss of property owned or operated by, or on behalf of, easyJet and any consequential loss or damage;

arising from an act or omission of the Supplier in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.

11.5 In respect of third party claims, notwithstanding the provisions of clause 11.4:

11.5.1 all claims or suits arising hereunder involving third parties shall be dealt with by easyJet;

11.5.2 the Supplier shall notify easyJet of any claims or suits without undue delay and shall furnish such assistance as easyJet may reasonably require; and

11.5.3 where any of the services performed by the Supplier hereunder relate to the carriage by easyJet of passengers, baggage or cargo, then if the limitations of liability imposed by the Warsaw Convention and/or the Montreal Convention (1999) as applicable and as amended from time to time would have applied if any such act or omission had been committed by easyJet but are held by a court not to be applicable to such act or omission committed by the Supplier in performing this Agreement then upon such decision of the

court the indemnity of easyJet to the Supplier hereunder shall be limited to an amount not exceeding the amount for which easyJet would have been liable if it had committed such act or omission.

- 11.6 Notwithstanding the provisions of clause 11.4 in the case of claims arising out of surface transportation which is provided on behalf of easyJet and is part of the operation of loading/embarking or unloading/disembarking and/or is covered by easyJet's Conditions of Carriage the indemnity shall not exceed the limits specified in the Conditions of Carriage or as provided by Applicable Law.
- 11.7 Notwithstanding the provisions of clause 11.4 in the case of claims arising out of surface transportation, which is not provided on behalf of easyJet and/or is not part of the operation of loading/embarking or unloading/disembarking and/or is not covered by easyJet's Conditions of Carriage or limited by applicable law the waiver and indemnity herein contained shall not apply.
- 11.8 Without prejudice to clause 11.4, in the event of physical loss or damage occurring to any easyJet aircraft caused by the Supplier's negligent act or omission the Supplier shall:
- 11.8.1 indemnify easyJet against any such loss of or damage to easyJet's aircraft provided always that the Supplier's liability shall be limited to any such loss or damage to any aircraft operated by or on behalf of easyJet not exceeding USD 1,500,000 in respect of loss of or damage to any one aircraft; and
- 11.8.2 pay easyJet the amounts set out in clause 11.10 for consequential loss for each aircraft affected as liquidated damages dependent upon the length of time each affected aircraft is unable to be utilised whilst the repairs necessary (as a result of the incident) are completed.
- 11.9 In the event of any breach by the Supplier of any provision of this Agreement (other than a Service Failure), which results in the unavailability for any reason of any easyJet aircraft, the Supplier shall pay easyJet the amounts set out in clause 11.10 for consequential loss for each aircraft affected as liquidated damages dependent upon the length of time each affected aircraft is unable to be utilised.
- 11.10 Any claim by easyJet for liquidated damages will be based on:

Hours that the affected Aircraft is out of operation	Liquidated amount payable
up to but not including 2 hours	£2,500
2 up to but not including 6 hours	£7,500
6 up to but not including 12 hours	£10,000
12 up to but not including 24 hours	£15,000
24 up to but not including 48 hours	£20,000
48 up to but not including 96 hours	£30,000
96 up to but not including 168 hours	£50,000
168 hours or more	£100,000

11.11 The Parties confirm that the sums set out in clause 11.10 represent a genuine pre-estimate of the loss that easyJet would suffer in the event the Supplier causes damage or unavailability to an easyJet aircraft and reflects easyJet's interest (from an operational, reputational and financial perspective) to have its aircraft fleet fully operational.

11.12 For the purposes of clause 11.8.2, the length of time that an aircraft is out of operation will commence at the time of the incident and shall expire at the time that the repairs are completed and the aircraft has been certified by a qualified aircraft engineer as being able to return to service, provided always that easyJet shall use all reasonable endeavours to effect the timely repair and return to service of the aircraft, and shall not unreasonably restrict, obstruct or delay such repair and return to service.

11.13 For the purposes of clause 11.9, the length of time that an aircraft is out of operation will commence at the time of the breach and shall expire at the time when the aircraft is able to return to service (including for use in the carriage of passengers) as intended in the ordinary course of operations, provided always that easyJet shall use all reasonable endeavours to effect the timely return to service of the aircraft, and shall not unreasonably restrict, obstruct or delay such return to service.

12. INSURANCE

12.1 During the Term, the Supplier shall procure and maintain at its own cost and expense insurance as specified below and all other insurance, if any, required by Applicable Law.

12.2 The Supplier shall ensure that any such insurance shall include, as a minimum:

12.2.1 aviation general third party legal liability insurance (including hangar keepers, premises, product liability and war and allied perils), with a combined single limit (bodily injury/property damage) of not less than EUR fifty (50) million per occurrence and in the aggregate in respect of products and war and allied perils liability. Notwithstanding the foregoing, the Supplier agrees and acknowledges that easyJet may request that the Supplier increases its' level of aviation general third party legal liability insurance from time-to-time and the Supplier agrees to obtain such increased level within the reasonable timeframes notified to it by easyJet provided that, in the event that any such increase results in the Supplier directly incurring additional costs, the Parties shall negotiate (both Parties acting reasonably and in good faith) a potential increase in the Charges which would be charged as a separate premium;

12.2.2 employer's liability, with a level of cover of no less than five (5) million GBP any one occurrence; and

12.2.3 public liability, including sudden and accidental pollution and other environmental liability (including an 'indemnity to principals' clause in favour of easyJet) with a level of cover of no less than five (5) million EUR any one occurrence;

together the "**Insurances**".

- 12.3 The Supplier shall maintain the Insurances in full force and effect with reputable insurers of good financial standing with an S&P rating no less than A-, and on such terms and with such exclusions, conditions and deductibles as would normally be obtained and/or accepted by a reasonably prudent contractor performing the functions of the Supplier in respect of the Services and are available in the market for such types of insurance.
- 12.4 The Supplier shall not do anything which would entitle the relevant insurer to cancel, rescind or suspend any Insurance or cover, or to treat any Insurance, cover or claim as avoided in whole or part.
- 12.5 The Supplier will provide to easyJet certificates of insurance prior to the Commencement Date and on or before each insurance policy has been renewed.

13. CHANGES TO THE SERVICES, ADDITION/DELETION OF LOCATIONS OR AIRCRAFT

The process of changing, reducing or adding to the Services or implementing Changes, orders, amendments, additions or replacements to the Services or the Agreement shall be in accordance with Schedule 4.

14. AUDIT

The Supplier shall comply with the audit and reporting obligations in Part C of Schedule 2.

15. COOPERATION WITH OTHER CONTRACTORS

- 15.1 For the purposes of this clause 15, "**Fellow Contractor**" means any third party who has contracted to provide goods and/or services to easyJet, other than the ones to be provided by the Supplier under this Agreement but excluding a Replacement Supplier and "**External Services**" means any service, other than the ones to be provided by the Supplier under this Agreement, performed and/or provided to for easyJet by a Fellow Contractor as notified to the Supplier by easyJet from time to time.
- 15.2 The Supplier will, where required and/or necessary, cooperate with and co-ordinate its provision of the Services with the performance of any External Services by Fellow Contractors. For the avoidance of doubt, nothing in this clause 15.2 shall oblige the Supplier to provide access to confidential information and/or sensitive commercial

information and/or details of cost information to Fellow Contractors or their staff, auditors, consultants or nominated third parties. The Supplier acknowledges, however, that nothing in this Agreement shall prevent easyJet from disclosing (without the consent of the Supplier) such information to Fellow Contractors that is reasonably necessary to enable operational compliance by easyJet of its obligations under this Agreement, provided that such information (insofar as it relates to the Supplier) is not commercially sensitive.

- 15.3 The Supplier is not in any way liable, whether directly or indirectly, for the acts, default or neglect of any Fellow Contractors, their directors, officers, employees, representatives, agents, staff or own sub-contractors' directors.
- 15.4 If it comes to the attention of the Supplier that a Fellow Contractor has failed, is failing or is proposing not to provide any External Services either fully or at all, the Supplier will immediately notify easyJet.
- 15.5 The Parties agree that any obligation imposed on easyJet pursuant to the provisions of this Agreement will be deemed to have been fulfilled by easyJet to the extent that such obligations have been fulfilled by a Fellow Contractor.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Supplier acknowledges and agrees that nothing in this Agreement gives the Supplier the right to use the easyJet Trade Marks or the easyJet Brand.
- 16.2 Subject to this Agreement, easyJet acknowledges that the Supplier's Intellectual Property rights remain at all times the sole property of the Supplier.
- 16.3 Neither Party shall:
 - 16.3.1 by virtue of this Agreement obtain any licence to use or obtain any other right or title to any of the other Party's Intellectual Property rights;
 - 16.3.2 seek to register any of the Party's Intellectual Property rights;
 - 16.3.3 except where express written authority of the contrary has been obtained from the other Party, use any trademarks or trade names or get-up which resemble the other Party's trade mark or trade names or get-up that would be likely to confuse or mislead the public or any section of the public.

- 16.4 For the avoidance of doubt, the Supplier acknowledges that the Supplier's Intellectual Property does not include any Intellectual Property rights in any reports, documentation, notes, results, data or any other materials prepared during the course of and as a result of the performance of the Services.
- 16.5 If easyJet requests the Supplier to carry out any development work for easyJet, in relation to any new Intellectual Property rights that will be created by the Supplier, the Supplier agrees that all such Intellectual Property rights conceived, developed or written by the Supplier or any of its employees or contractors, either individually or in collaboration with others, in the course of carrying out such work will be the sole and exclusive property of easyJet. To the extent that such rights do not vest automatically in easyJet, the Supplier by this Agreement irrevocably assigns to easyJet all rights, title and interest in and to all such Intellectual Property rights and, upon the request of easyJet, the Supplier will execute all documents that may be necessary to give effect to the provisions of this clause.
- 16.6 The Supplier warrants that the provision of the Services and use of the Services by easyJet shall not infringe any rights of third parties, including Intellectual Property rights belonging to third parties. The Supplier will inform easyJet in writing immediately after being aware of any possible infringement of third party rights that could arise in the provision of the Services.
- 16.7 In the event that such of the Services become the subject of a third party infringement claim described in clause 16.6, the Supplier will use all reasonable commercial endeavours, at its option and expense, to:
- 16.7.1 obtain the continued right to provide and use the Services for easyJet; or
- 16.7.2 modify the Services so they no longer infringe any third party Intellectual Property rights, so long as the modified Services remain substantially similar in functionality, meet the Service Standards and comply with Schedule 1.

17. CHARGES AND PAYMENT

- 17.1 In consideration of the due and proper provision of the Services by the Supplier in accordance with the terms and conditions of this Agreement, easyJet will pay the Charges to the Supplier as set out in Schedule 3.

- 17.2 In no event shall easyJet be responsible for any fees or charges not identified or calculated in accordance with this Agreement.
- 17.3 Each invoice submitted by the Supplier shall be accompanied with a detailed breakdown of the Services provided for the period to which the invoice relates. easyJet shall have the right to dispute the inclusion and/or calculation of any of the fees and charges identified in an invoice. Any such dispute shall be governed by the dispute resolution processes as set out in clauses 37.2 to 37.4 (inclusive). The Supplier shall submit one (1) invoice per month and per Location.
- 17.4 Properly submitted and undisputed invoices will be due and payable by easyJet sixty (60) days following the date that the invoice is received. Invoices will be submitted monthly in arrears.
- 17.5 The Supplier will maintain complete and accurate records of, and supporting documents for, all amounts which may be chargeable to easyJet pursuant to this Agreement for a minimum period of six (6) years (unless a longer period is required by Applicable Law, in which case such longer period will be deemed to apply) following the end of the Term and will provide easyJet with documentation and other information with respect to each invoice as may reasonably be requested by easyJet to verify accuracy and compliance with the provisions of this Agreement.
- 17.6 Any sum payable by one Party to the other under this Agreement will be exclusive of any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate for the time being prescribed by law on delivery of a valid VAT invoice.
- 17.7 The Supplier will be responsible for accounting for all income tax and corporation tax liabilities, national insurance or similar contributions. The Supplier agrees to indemnify easyJet against all demands made against easyJet for any income tax, corporation tax, penalties and interest in respect of the provision of the Services under this Agreement and against easyJet's costs in dealing with such demands, excluding any such taxes based on easyJet's income, profit or gain.
- 17.8 As part of each Quarterly Meeting, the Parties shall (both Parties acting reasonably and in good faith) review the Supplier's fixed cost base and, in the event that the Parties have established any efficiencies in the Services which have resulted in cost savings for the Supplier, the Parties shall discuss (both Parties acting reasonably and

in good faith) a commensurate reduction in the Charges (with effect from the date that such efficiencies arose). Such review shall operate on an open book basis and the Supplier shall make available such information as easyJet may reasonably request in order to facilitate such discussions. In the event of any dispute arising pursuant to this clause 17.817.8, clauses 37.2 through 37.4 shall apply. If the relevant Dispute remains unresolved within seven (7) Business Days of its referral to the Parties' respective Chief Executives, then either Party may refer the Dispute for settlement to the Auditors and the Auditors shall be entitled to make such adjustment to the Charges as may, in the circumstances, appear to them to be appropriate and whose decision shall be regarded as the decision of an expert and not of an arbitrator and shall accordingly be conclusive and binding on the Supplier and easyJet.

- 17.9 If, during the Term, the Supplier provides any services (in whole or part) substantially similar to the Services to a third party at the Location for less than the equivalent Charges, the Supplier shall reduce the relevant price of the Services to match such lower price for so long as the lower price is available to the third party.

18. EXIT PLANNING

- 18.1 In the event it is triggered, the Supplier shall comply with the appropriate Exit Plan.
- 18.2 The Supplier will deliver an Exit Plan to easyJet within three (3) Months of the Commencement Date and will update it no less than once during each Year. The Exit Plan will set out fully and in detail what actions are to be taken by each Party:
- 18.2.1 during the period (if any) between the giving of any notice to terminate this Agreement by either Party and the date of termination stipulated therein; and/or
 - 18.2.2 during the six (6) Month period prior to the scheduled expiry of this Agreement; and
 - 18.2.3 where early termination of this Agreement has occurred, during the period following termination, in accordance with the relevant Exit Plan, but limited to a period of not more than six (6) Months following such early termination,
- to enable the efficient disengagement of the Parties' affairs and to determine what is to be done by each Party in respect of such expiration or termination.

- 18.3 The Parties will in good faith endeavour to agree the Exit Plan within thirty (30) days of its receipt by easyJet. Any dispute concerning the content of the Exit Plan or any update of it will be referred for resolution in accordance with the Dispute Resolution Procedure set out in clause 37.
- 18.4 After the revised Exit Plan is agreed, the Supplier will review and update it, if such update is necessary, at twelve (12) monthly intervals to ensure that it remains appropriate in all the circumstances and will deliver the updated Exit Plan to easyJet. The Parties will in good faith endeavour to agree the updated versions within thirty (30) days of receipt by easyJet.
- 18.5 The overriding principles for the preparation and content of the Exit Plan and its implementation are that the preparing Party will:
- 18.5.1 provide all reasonable efforts and resources;
 - 18.5.2 as a minimum will consider and cover in the Exit Plan all required matters and detailed enough to allow the orderly handover of the Services to easyJet or a Replacement Supplier;
 - 18.5.3 include a project plan for the orderly handover of the Services; and
 - 18.5.4 ensure that the Exit Plan allows for the orderly handover of the Services to easyJet, such that the Services can be carried on in all material respects with the minimum of interruption and inconvenience to easyJet, whenever possible.
- 18.6 In the event the Parties fail to agree on the terms of the Exit Plan, the Supplier shall on termination of this Agreement in circumstances where this clause applies, perform such services as are reasonably required in order to meet the principles set out in clause 18.5.

19. TERMINATION

- 19.1 Where easyJet wishes to terminate this Agreement due to the Supplier's Default:
- 19.1.1 easyJet may terminate this Agreement (in part or in whole) on the expiry of a notice period specified in the Termination Notice, by giving written notice to the Supplier; and/or

19.1.2 easyJet shall inform the Supplier in the Termination Notice of the duration of the Termination Period during which it requires the Supplier to continue to provide and/or procure the provision of some or all of the Services. easyJet may extend or shorten such period by giving the Supplier at least fourteen (14) Business Days' notice.

19.2 The events which entitle easyJet to serve a Termination Notice are as follows:

19.2.1 the Supplier is in Default of this Agreement and such Default is not remedied within thirty (30) days; or

19.2.2 the Supplier is in Default of this Agreement, which is irremediable; or

19.2.3 a Service Level Termination Event has occurred; or

19.2.4 there is a change of control of the Supplier to a competitor of easyJet, provided that easyJet serves its notice within three (3) Months of the date on which the Supplier informs easyJet in writing of the change of control or the date on which easyJet otherwise becomes aware of the change of control; or

19.2.5 subject to the provisions of clause 22, an event of Force Majeure occurs that prevents or substantially affects the performance of all or a substantial part of the Services and which continues for more than fourteen (14) Business Days.

19.3 Either Party may terminate this Agreement if the other Party has suffered an Insolvency Event.

19.4 Termination of this Agreement for whatever reason shall not affect or prejudice the rights of the Parties arising in any way out of this Agreement as at the date of termination and, in particular, but without limitation, the right to recover damages from the other.

20. CONSEQUENCES OF TERMINATION

20.1 Upon the expiration or termination of this Agreement for whatever reason subject to the relevant Exit Plan, within twenty (20) days following the termination of this Agreement each Party will promptly deliver up to the other Party all property supplied by it up to and including the date of termination and all materials incorporating any

Confidential Information and will destroy any Confidential Information contained in any materials prepared by the other Party. No later than thirty (30) days after the date of termination or such other date set out in the applicable Exit Plan, each Party will certify in writing to the other Party that it has fully complied with its obligations under this clause 20. If either Party fails to return or destroy (as the case may be) any such property, work or materials, the other Party will be entitled to avail itself from any means that the law means at its disposal in order to have this provision enforced by that Party.

- 20.2 The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 20.3 The Supplier will continue to provide the Services to the required Service Levels and shall ensure that there is no degradation in the standard of the Services until the termination of the Agreement.

21. TUPE

On termination or expiry of this Agreement (or any part hereof, howsoever arising), the Parties shall comply with the provisions of Schedule 5.

22. FORCE MAJEURE

- 22.1 Notwithstanding any other clause in this Agreement, neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations, other than the obligation on the Supplier to implement the Disaster Recovery Plan under the Agreement due to Force Majeure.
- 22.2 If a Party's performance of its obligations under this Agreement is affected by Force Majeure, then:
- 22.2.1 it shall give written notice to the other Party, specifying the nature and extent of the Force Majeure event immediately on becoming aware of the Force Majeure event and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure event; and
- 22.2.2 the date for performance of such obligation shall be deemed suspended but only for a period equal to the delay caused by such event.

- 22.3 If the Force Majeure event envisaged in this clause affects the Supplier, easyJet may, at its own option, make alternate arrangements for the provision of the Services required to be provided by the Supplier under this Agreement with prior written notice to the Supplier of at least three (3) days. easyJet will immediately cease to do business with or together with the provider of such alternate arrangements, in any way, whether directly or indirectly and the Supplier will resume its obligations under this Agreement only at such time as easyJet is able to terminate its arrangement with the alternate provider without incurring any costs or penalties and easyJet is satisfied that the Services concerned can be re commenced by the Supplier. easyJet shall use reasonable endeavours to minimise the term of its arrangement with any such alternate provider so that it is able to permit the Supplier to resume performance as soon as reasonably practicable after the Force Majeure Event has ceased.
- 22.4 In the event that easyJet makes alternate arrangements with a service provider under clause 22.3, the Supplier is not in any way liable, whether directly or indirectly, for the acts, default or neglect of the service provider, its directors, officers, employees, representatives, agents, staff or own sub-contractor.
- 22.5 If a Force Majeure event preventing performance of this Agreement continues unabated for a period in excess of fourteen (14) days, easyJet may immediately terminate this Agreement by notice in writing to the other Party.

23. STEP-IN RIGHT

- 23.1 If any Force Majeure event or any default or non-performance by the Supplier or Supplier Personnel under the Agreement substantially prevents, hinders, degrades or delays the performance of the Services or any part of them for a period of time in excess of twenty-four (24) hours (or such other period agreed in writing by the Parties), then easyJet, at its option may take control of the affected part of the Services and, in doing so, may take such other action as is reasonably necessary to restore the element of the Services (including by engaging a third party service provider to undertake them).
- 23.2 In the event of easyJet exercising its rights of step-in under this clause, the Supplier will co-operate with its easyJet (and its agent's representatives and including any engaged third party service provider) and provide reasonable assistance at no charge to easyJet to restore such Services or any part of them as soon as reasonably possible, including giving easyJet (and its agent's representatives) reasonable access

to the Supplier's premises, equipment and materials to the extent reasonably necessary for the purpose of restoring such Services or any part of them to the level required under the Agreement.

- 23.3 The Supplier agrees to indemnify easyJet from and against any increase or additional costs reasonably incurred in the event of easyJet exercising its rights under this clause to the extent that the step-in rights are exercised to procure comparable services to those not performed by the Supplier by reason of the Supplier's breach of the Agreement, and the Supplier will either pay directly or reimburse easyJet any third party costs incurred. Such payment made by the Supplier may be credited against the Charges or paid by way of cheque or direct debit to easyJet at easyJet's option.
- 23.4 Upon the restoration of the affected Services (meaning that the performance is no longer substantially prevented, hindered, degraded or delayed) and only at such time as easyJet is able to terminate its arrangement with the alternate provider without incurring any costs or penalties and easyJet is satisfied that the Services concerned can be re-commenced by the Supplier. easyJet shall use reasonable endeavours to minimise the term of its arrangement with any such alternate provider so that it is able to permit the Supplier to resume performance of the relevant Services.
- 23.5 Nothing in this clause limits the Supplier's liability to easyJet with respect to any default or non-performance by the Supplier under this Agreement.

24. ASSIGNMENT

The Supplier may not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party whatsoever without the prior consent of easyJet at its sole discretion.

25. CONFIDENTIALITY

- 25.1 easyJet and the Supplier agree that the terms of this Agreement are confidential to easyJet and the Supplier and neither Party shall, without the express written agreement of the other, disclose to any third party the existence or the terms of this Agreement or the Confidential Information save insofar as, and to the extent that, disclosure by either Party:

- 25.1.1 is to its legal or financial advisers, subject to such advisers being aware of these confidentiality provisions and complying with them; or

- 25.1.2 is to its employees, contractors and/or agents and is necessary in the context of the negotiations or performance of this Agreement, subject to such employees, contractors and/or agents being made aware of these confidentiality provisions and the disclosing party procuring compliance with them; or
 - 25.1.3 is required by any court, government or competent regulatory authority; or
 - 25.1.4 is required by any law, bye-law or binding regulation issued by a government or competent regulatory authority; or
 - 25.1.5 is disclosure of information which is already in the public domain, other than as a result of a breach of any confidentiality obligations by the disclosing party.
- 25.2 The provisions of this clause 25 shall survive the termination, lapse or expiry of this Agreement for whatever reason.

26. DATA PROTECTION

- 26.1 The Parties agree the provisions of this clause 26 shall apply to the Personal Data that is processed by or on behalf of the Supplier in the course of its provision of the Services or otherwise in connection with this Agreement (easyJet Personal Data) and that the terms used in this clause 26, including but not limited to the terms "data subject", "processing" and "appropriate technical and organisational measures", shall be interpreted in accordance with Directive 95/46/EC, Regulation (EU) 2016/679 or other applicable Data Protection Legislation in the relevant jurisdiction.
- 26.2 The Parties acknowledge that under the terms of this Agreement easyJet and the easyJet Operators (as applicable) are Data Controllers in relation to easyJet Personal Data and that the Supplier (and the Supplier's employees, agents and sub-contractors) is a Data Processor in relation to the processing of easyJet Personal Data. For the purposes of this clause 26 references to easyJet shall include easyJet Operators.
- 26.3 The Parties acknowledge that easyJet Personal Data:
- 26.3.1 relates to data subjects who are, including but not limited to, (former, current or prospective) customers, employees, contractors of easyJet;

- 26.3.2 comprises, but is not limited to personal identification and address details; communication means and contact details; education and training details; employment-related details; family, lifestyle and social circumstances; financial, economic and insurance details or business contact details; commercial (contractual, financial or bank (including use of easyJet's services and related transactions)) data of such data subjects; and
 - 26.3.3 shall be processed by the Supplier for the exclusive purpose of supplying the Services and only for the term of this Agreement or for such further time as the Parties shall both agree in writing.
- 26.4 The Supplier undertakes as a condition of this Agreement where acting as agent and Data Processor for easyJet that it, its staff and sub-contractors will only process easyJet Personal Data as necessary in relation to the provision of the Services as set out in this Agreement and in particular will:
- 26.4.1 not give access to or transfer any easyJet Personal Data to any third party without easyJet's express prior written agreement. Where a sub-contractor carries out any part of the Services, the Supplier must ensure the reliability and competence of the third party, its employees and agents who may have access to any easyJet Personal Data, must engage the sub-contractor by way of a written contract and must include in any contract with the third party provisions in favour of easyJet which are the same as those in this clause 26 and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where the sub-contractor fails to fulfil its obligations in relation to the processing of easyJet Personal Data, the Parties acknowledge that the Supplier remains fully liable to easyJet for the performance of the sub-contractor's obligations. Without limiting any other clause of this Agreement, the Supplier shall inform easyJet of any intended changes concerning the addition or replacement of any sub-contractors;
 - 26.4.2 keep the easyJet Personal Data confidential;
 - 26.4.3 perform its obligations in accordance with the Data Protection Legislation and particularly the data protection principles;

- 26.4.4 comply with easyJet's systems or procedures which easyJet may introduce from time to time in respect of the processing of the easyJet Personal Data, including easyJet's DP Policy;
 - 26.4.5 maintain written records of all categories of easyJet Personal Data processing activities carried out on behalf of easyJet, including any information prescribed in applicable Data Protection Legislation;
 - 26.4.6 by taking into account the nature of the processing, assist easyJet by using appropriate technical and organisational measures and as far as practicable, in fulfilling easyJet's obligations to respond to requests from data subjects exercising their rights;
 - 26.4.7 by taking into account the nature of the processing and the information available to the Supplier, assist easyJet in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation;
 - 26.4.8 take reasonable steps in accordance with good industry practice to ensure the reliability and competence of the Supplier's personnel who have access to the easyJet Personal Data;
 - 26.4.9 ensure that personnel required to access the easyJet Personal Data have committed in writing to keep easyJet Personal Data confidential or are under a binding statutory obligation of confidentiality;
 - 26.4.10 allow easyJet and its respective auditors or authorised agents to conduct audits, including inspections, during the term of the Agreement, which will include providing access to the premises, resources, the Supplier's personnel or its sub-contractors use in connection with the provision of the Services, and provide all reasonable assistance in order to assist easyJet in exercising its audit rights under this sub-clause. The purposes of an audit pursuant to this sub-clause include verifying that the Supplier and its subcontractors are processing easyJet Personal Data in accordance with the obligations under this Agreement and applicable Data Protection Legislation.
- 26.5 The Supplier will only process easyJet Personal Data in accordance with written instructions from easyJet (which may be specific instructions or instructions of a

general nature as set out in this Agreement or as otherwise notified by easyJet to the Supplier from time to time), unless otherwise required by European Union, or EU Member State law to which the Supplier is subject. In such a case, the Supplier must inform easyJet of that legal requirement before processing, unless the relevant applicable law prohibits such information on important grounds of public interest. The Supplier must not process easyJet Personal Data for the Supplier's own purposes and shall ensure that its sub-contractors likewise comply with this requirement.

- 26.6 The Supplier warrants that it has in place appropriate technical and organisational security measures to protect the easyJet Personal Data against accidental or unlawful destruction, loss, alteration, damage, theft, unauthorised disclosure or access. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the easyJet Personal Data and having regard to the nature of the easyJet Personal Data which is to be protected. As a minimum, these should include the requirements required under applicable Data Protection Legislation and shall also meet good industry practice. The Supplier shall provide a written description of the technical and organisational methods the Supplier employs for processing easyJet Personal Data, within the timescales required by easyJet.
- 26.7 The Supplier will provide easyJet with such information as is reasonably necessary to enable easyJet to satisfy itself of the Supplier's compliance with this clause 26.
- 26.8 The Supplier agrees not to process easyJet Personal Data outside of the European Economic Area (or any other country where a valid adequacy decision has been issued by the European Commission or the United Kingdom if the United Kingdom ceases to be a member of the European Economic Area) without the prior written consent of easyJet. easyJet's prior written consent will be subject to the Supplier providing appropriate safeguards for such processing, in accordance with relevant Data Protection Legislation.
- 26.9 For the avoidance of doubt the Parties acknowledge that all easyJet Personal Data is the property of easyJet.
- 26.10 The Supplier agrees to notify easyJet immediately:
- 26.10.1 if it cannot comply with its obligations under this clause 26;

- 26.10.2 if, in the Supplier's opinion, an instruction for the processing of easyJet Personal Data given by easyJet infringes applicable Data Protection Legislation;
 - 26.10.3 if the Supplier becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the easyJet Personal Data that the Supplier processes in the course of providing the Services;
 - 26.10.4 about any legally binding request for disclosure of the easyJet Personal Data by a law enforcement agency unless otherwise prohibited under criminal law; and
 - 26.10.5 about any request received directly from the data subjects without responding to the request unless it has been authorised to do so.
- 26.11 If the European Commission lays down, or an applicable supervisory authority adopts, standard contractual clauses for the matters referred to in Article 28(3) and Article 28(4) of the General Data Protection Regulation pursuant to Article 28(7) or Article 28(8) of the General Data Protection Regulation (as appropriate) and easyJet notifies the Supplier that it wishes to incorporate any element of any such standard contractual clauses into this Agreement, the Supplier shall agree to the changes as reasonably required by easyJet in order to achieve this.
- 26.12 On termination of provision of the Services, the Supplier shall, at easyJet 's request, either return all easyJet Personal Data transferred and copies thereof; or securely destroy all easyJet Personal Data and copies thereof and certify that it has done so (unless European Union, or applicable EU Member State law requires storage of the easyJet Personal Data).
- 26.13 easyJet will ensure that a lawful ground for the Supplier's processing of easyJet Personal Data as strictly required to enable the Supplier to meet its express obligations under this Agreement is in place as required under the Data Protection Legislation before passing such data to the Supplier.
- 26.14 The Supplier agrees to and hereby does indemnify and keep indemnified and hold harmless easyJet from and against all costs (including the cost of enforcement), expenses, liabilities, injuries, direct losses, damages, claims, demands, proceedings or legal expenses and costs and judgments (on a full indemnity basis) which easyJet

incurs or suffers as a result of a direct or indirect breach by the Supplier of this clause 26 and/or due to the negligence of the Supplier in relation thereto save to the extent that such liability arose as a direct result from the Supplier complying with any express written instruction of easyJet (subject to the Supplier meeting its obligations under sub-clause 26.10.2). For the avoidance of doubt, an indirect breach includes the failure of any sub-contractor appointed by the Supplier to fulfil its obligations in relation to the processing of easyJet Personal Data. This indemnity shall survive the termination of this Agreement.

Information Security

- 26.15 The Supplier undertakes that in performing its obligations under this Agreement it will comply (and shall procure that its employees, agents and sub-contractors comply) in all respects with easyJet's IT Security Schedule.

27. ETHICS AND ANTI-BRIBERY

- 27.1 The Supplier shall, and shall procure that the Supplier Personnel shall:

- 27.1.1 not commit any act or omission which causes or could cause it or easyJet to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption including but not limited to the Bribery Act 2010;
- 27.1.2 comply with easyJet's Anti-bribery and Corruption Policy and easyJet's Supplier Code of Conduct;
- 27.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and will enforce them where appropriate;
- 27.1.4 comply with internationally recognised standards relating to human rights, including but not limited to those set out in the International Bill of Human Rights;
- 27.1.5 comply with the Modern Slavery Act 2015 and all other applicable anti-slavery and human trafficking laws and regulations from time to time in force;

- 27.1.6 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this clause 27.1, and permit easyJet to inspect those records as reasonably required;
- 27.1.7 promptly notify easyJet of:
 - 27.1.7.1 any request or demand for any financial or other advantage received by it; and
 - 27.1.7.2 any financial or other advantage it gives or intends to give, whether directly or indirectly in connection with this Agreement; and
- 27.1.8 promptly notify easyJet of any breach of this clause 27.
- 27.2 easyJet may terminate this Agreement immediately by giving written notice to that effect to Supplier if Supplier is in breach of this clause 27.
- 27.3 At easyJet's request, the Supplier shall certify to easyJet in writing signed by an officer of the Supplier, compliance with this clause 27 by the Supplier and all persons associated with it or other persons who are performing services or supplying products in connection with this Agreement. The Supplier shall provide such supporting evidence of compliance as easyJet may reasonably request.
- 27.4 The Supplier shall indemnify easyJet against losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or ordered against, easyJet as a result of a breach of this clause 27 by the Supplier.

28. PUBLICITY

No announcement, circular, advertisement or other publicity in connection with this Agreement, its subject matter or any ancillary matter will be made or issued by a Party to this Agreement without the prior written consent of the other Party.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party

to it save that it is agreed that any easyJet Operator is entitled to benefit from and enforce this Agreement.

30. SUCCESSORS

This Agreement will be binding upon and benefit each Party to this Agreement and their successors and permitted assignees.

31. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement and no action taken by the Parties pursuant to this Agreement, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.

32. INVALIDITY AND SEVERABILITY

32.1 If at any time any clause or part of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

32.1.1 this will not affect any other provisions of this Agreement, which will remain in full force and effect;

32.1.2 the Parties will in good faith amend and, if necessary, novate this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision so that the amended clause complies with the laws of England; and

32.1.3 if the Parties cannot agree upon the terms of any amendment or novation within three (3) Months' of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable, then the Parties agree to deal with such disagreement in accordance with clause 37.

33. ENTIRE AGREEMENT

33.1 This Agreement, the Schedules to this Agreement and the other documents referred to in said Schedules contain all the terms which the Parties have agreed in relation to the subject matter of this Agreement and those documents and supersedes any prior

written or oral agreements, representations or understandings between the Parties in relation to such subject matter.

- 33.2 The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given any warranty, statement, promise or representation made by or on their behalf and other than as expressly set out in this Agreement and the documents referred to in clause 33.1. To the extent that any such warranties, statements, promises or representatives have been given the recipient Party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to them.

34. VARIATIONS

This Agreement may only be varied or amended in writing and signed by the Parties or their authorised representatives.

35. WAIVER

- 35.1 The failure or delay by either Party in exercising any right, power or remedy available under this Agreement will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either Party of any right, power or remedy under this Agreement will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 35.2 Subject as expressly provided in this Agreement, the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 35.3 Any waiver of a breach of, or default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

36. NOTICES

- 36.1 Except as otherwise expressly provided, any notice, consent, permission, document, approval, information or other communication given under this Agreement shall be in writing and delivered by pre-paid airmail post or courier to the address of easyJet or the Supplier as detailed below or such other address as either Party notifies to the

other. Any notice given according to this clause shall be deemed to have been given when received.

36.2 The details of the Parties for the purposes of any notices are as follows:

easyJet	
For the attention of:	Aircraft Appearance Manager. Copy to General Counsel.
Address:	easyJet Airline Company Limited, Hangar 89, London Luton Airport, Luton, Bedfordshire LU2 9PF.
Supplier	
For the attention of:	Andy Cruise
Address:	Assured Aviation Services Limited Harriott Drive, Heathcote Industrial Estate, Warwick. CV34 6TS

36.3 For the avoidance of doubt, where proceedings have been issued in the courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

37. DISPUTE RESOLUTION PROCEDURE

37.1 This clause 37 will not prevent either Party from:

- 37.1.1 seeking injunctive relief in the case of any breach or threatened breach by the other Party of any obligation of confidentiality or any infringement by the other Party of the first named Party's Intellectual Property rights; or
- 37.1.2 commencing any proceedings where this is reasonably necessary to avoid any loss of a claim due to the rules on limitation of actions; or

- 37.1.3 commencing proceedings in the case of non-payment of an undisputed invoice.
- 37.2 If any dispute arises out of this Agreement ("**Dispute**"), the Parties will attempt to resolve it by negotiation in good faith. Subject to clause 37.1, the procedures set out in the rest of this clause 37 will be followed prior to the issue of any proceedings or in relation to any Dispute concerning matters of procedure and management.
- 37.3 Any Dispute which the Parties fail to resolve within ten (10) Business Days of its first notification by one Party to the other will be referred to the Parties' respective Commercial Director and/or Managing Director, whichever applicable (or whoever other representative agreed to by the Parties in writing), for resolution.
- 37.4 If the relevant Dispute remains unresolved within seven (7) Business Days of its referral to the Parties' respective Commercial Director and/or Managing Director, the Dispute will be referred to the Parties' respective Chief Executive for resolution (unless the Parties agree otherwise in writing).
- 37.5 If the relevant Dispute remains unresolved within seven (7) Business Days of its referral to the Parties' respective chief Executive, then either Party may:
- 37.5.1 within the earlier of seven (7) Business Days after the meeting or discussion referred to in clause 37.4 or twenty-eight (28) days of the first notification of the Dispute by either Party to the other; or
- 37.5.2 at any time if so agreed by the Parties,
- require by notice in writing to the other Party that the relevant unresolved Dispute be referred to mediation subject to the model mediation procedures (the "**Procedures**") published by the Centre for Effective Dispute Resolution ("**CEDR**") current at the time at which mediation is entered into.
- 37.6 To initiate a mediation a Party must give notice in writing (the "**Mediation Notice**") to the other Party in accordance with clause 36.
- 37.7 The Parties will seek to agree the appointment of a mediator but, failing agreement within seven (7) days of the service of the mediation notice, either Party may ask CEDR to appoint a mediator.

- 37.8 In the event that there are no procedures available and CEDR is unable or unwilling to appoint a mediator, either Party may ask the President of the Law Society of England & Wales (or its successor body) to appoint a mediator and to recommend a mediation procedure which the Parties will adopt.
- 37.9 If either Party refuses at any time to participate in the mediation procedure and in any event if the Dispute is not resolved within thirty (30) days of the service of the mediation notice, then either Party may commence proceedings in accordance with clause 37.10.
- 37.10 If the Parties have not resolved the Dispute in accordance with clauses 37.2 to 37.4 or referred the matter to mediation by the expiry of the period set out in clause 37.9, then the dispute resolution process will be deemed to have been exhausted in respect of the Dispute and each Party will be free to pursue the rights granted to it by this Agreement or otherwise in respect of such Dispute without further reference to the dispute resolution process set out in this clause 37.

38. LAW AND JURISDICTION

- 38.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the laws of England.
- 38.2 The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The Parties irrevocably agree to submit to that jurisdiction.

For and on behalf of easyJet Airline Company Limited: DocuSigned by: <i>Peter Bellew</i> SIGNED:.....QC4B2E1E3478420..... Peter Bellew NAME:..... June 17, 2021 DATE:.....	For and on behalf of Assured Aviation Services Limited DocuSigned by: <i>Andy Cruise</i> SIGNED:.....767F5BB4DD234DA..... Andy Cruise NAME:..... June 18, 2021 DATE:.....
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SCHEDULE 1

SERVICES

1. Services

Service	Description	Locations
Exterior Line Wash (Wet or Dry)	Refer to the easyJet Exterior Wash Manual	GLA, LGW, LTN
Exterior Hangar Wash (Dry)	Refer to the easyJet Exterior Wash Manual	LGW, LTN

2. Reference Documents

2.1 The Supplier must adhere to the procedures, policies and Service Levels stated in this Agreement and the following easyJet manuals:

- (a) easyJet's Exterior Wash Manual
- (b) Ground Handling Manual (GHM)

2.2 The Supplier must also adhere to the standards set out in the IATA Airport Handling Manual (AHM).

3. Changes to the Services

Notwithstanding any other term of this Agreement, the Supplier agrees and acknowledges that easyJet may reduce or remove certain elements of the Services from time-to-time on written notice to the Supplier ("**Service Change Notice**") and, following the issuance of a Service Change Notice, the Charges shall be automatically decreased to reflect such reduction or removal of the relevant elements of the Services.

SCHEDULE 2

SERVICE LEVELS

This Schedule 2 describes:

- 4.1 the mechanisms to change and update the Service Levels;
- 4.2 the mechanism by which Service Failures will be managed; and
- 4.3 the method by which the Supplier's performance of the Services and its other obligations under the Agreement will be monitored and reported.

Principles

5. The key principles of the Service Level framework are to:

- 5.1 incentivise consistent performance against the Service Levels;
- 5.2 incentivise a timely resolution of issues which cause under-performance against the Service Levels and to ensure that the reasons for such under-performance are addressed promptly;
- 5.3 achieve, where appropriate, a standardised approach to the provision of the Services, including where any of the Services are provided to an easyJet Operator; and
- 5.4 ensure the flexibility of the Service Levels to adapt over time as easyJet's requirements in relation to the Services evolves.

6. This Schedule 2 comprises the following parts:

Part	Scope
Part A	Definitions
Part B	Service Level Regime
Part C	Reporting and Audit Procedures

Part D	Performance Monitoring
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PART A DEFINITIONS

In this Schedule 2, the following terms shall have the meanings set out below:

Audits	is defined in paragraph 17.5 of Part C
Compensatory Reduction	a reduction from the Charges for the Service (as set out in Schedule 3) resulting from Delivery Service Level Failures and Time to Complete Service Level Failures in accordance with this Schedule 2
Delivery Service Level	the performance standards for the delivery of the Services in accordance with paragraph 7.3 of Part B of this Agreement
Delivery Service Level Failure	the Supplier failing to achieve the Delivery Service Level in relation to any Service
Performance Monitoring Report	the monthly report prepared by the Supplier in accordance with paragraph 18 of Part D
Quality Service Level	the performance standards for the quality of the Services as set out in paragraph 7.3 of Part B of this Agreement
Quality Service Level Failure	the Supplier failing to achieve the Quality Service Level in relation to any Service
Service Credits	a payment credit attributed to easyJet resulting from Service Failures in accordance with this Schedule 2
Service Failure	is defined in paragraph 10.1 of Part B
Service Failure Report	is defined in paragraph 10.2(b) of Part B
Service Level	the Delivery Service Levels, Quality Service Levels and Time to Complete Service Levels
Service Level Termination Event	a Service Failure that is deemed to be a material breach of this Agreement, as further defined in paragraph 14.1 of Part B
Time to Complete	the performance standards for the time to complete the Services as

Service Level	set out in paragraphs 7.3 and 11.1 of Part B.
Time to Complete	the Supplier failing to achieve the Time to Complete Service Level
Service Level Failure	in relation to any Service.

PART B

SERVICE LEVEL REGIME

7. SERVICE LEVELS FOR SERVICES

- 7.1 The Supplier shall provide the Services at each Location in accordance with any dates and timeframes set out in this Agreement and as otherwise notified to it by easyJet from time-to-time.
- 7.2 The Supplier agrees and acknowledges that, in the event that it causes a delay in the standard departure time of any easyJet Operator aircraft, easyJet shall be entitled to a Service Credit of two hundred and fifty pounds sterling (£250) per delay.
- 7.3 The Supplier must deliver the Services in accordance with the Service Levels described in the table below and as set out in easyJet's Exterior Wash Manual.

Service Levels			
Service	Time to Complete Service Levels from planned date	Quality Service Levels	Delivery Service Levels
Exterior Line Wash (Wet or Dry)	Within four (4) days of receipt of request	Exterior wash as set out in the Exterior Wash Manual	(i) Completion by no later than 120 mins before STD. (ii) If Supplier is unable to perform Exterior Wash on day arranged, the Supplier shall notify easyJet before 1700hrs that day.
Exterior Hangar Wash (Dry)	Within allocated maintenance slot, according to a 14 day schedule provided by	Exterior wash as set out in the Exterior Wash Manual	(i) Completion by no later than 60 minutes before the scheduled departure time from

Service Levels			
Service	Time to Complete Service Levels from planned date	Quality Service Levels	Delivery Service Levels
	easyJet. Subject to the aircraft being available in the hangar.		the Hangar. (ii) If Supplier is unable to perform Exterior Wash on day arranged, the Supplier shall notify easyJet before 1700hrs that day.

8. OBLIGATION TO ACHIEVE SERVICE LEVELS

8.1 With effect from the Commencement Date, the Supplier shall provide the Services and perform its other obligations under this Agreement in such a manner that each of the Service Levels applicable to the Services at each Location are achieved or exceeded.

8.2 If the Supplier's performance against any of the Services at each Location during any month following the relevant Commencement Date does not achieve or exceed any of the applicable Service Levels, then (without prejudice to easyJet's other rights and remedies under this Agreement):

Time to Complete Service Level Failure

- (a) where there has been a Time to Complete Service Level Failure at any Location, the applicable Compensatory Reduction as set out in paragraph 11.1 shall be payable in accordance with paragraph 9.1.

Quality Service Level Failure

- (b) where there has been a Quality Service Level Failure at any Location, easyJet shall not be required to pay for the Service and the applicable

Compensatory Reduction as set out in paragraph **Error! Reference source not found.** shall be payable in accordance with paragraph 9.1.

Delivery Service Level Failure

(c) where there has been a Delivery Service Level Failure at any Location, easyJet shall not be required to pay for the Service and the Service Credits as set out in paragraph 13 shall be payable in accordance with paragraph 9.1.

8.3 The Supplier agrees to indemnify easyJet from and against any costs, claims, liabilities (including charges or penalties) and expenses (including reasonable legal expenses) incurred by easyJet as a result of any Service Failure and/or the Supplier failing to comply with the Safety Standards in providing the Services.

Monitoring and reporting of Service Levels

8.4 The Supplier shall monitor its performance against each of the Service Levels, and provide Performance Monitoring Reports to easyJet detailing the Supplier's performance against each of the Service Levels, in accordance with the provisions of Part D of this Schedule 2.

9. SERVICE CREDITS AND COMPENSATORY REDUCTIONS

9.1 If any Service Credits and/or Compensatory Reductions are payable by the Supplier to easyJet as a result of a Service Failure, then the Supplier shall issue a credit note to easyJet to the value of the Service Credits and/or Compensatory Reductions payable. Unless otherwise agreed by the Parties, such Service Credits and/or Compensatory Reductions shall be shown as a deduction from the amount due on the next invoice to be issued by the Supplier under this Agreement or the Supplier must issue a credit note against a previous invoice and the amount of the Service Credit and/or Compensatory Reduction shall be payable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. Any outstanding Service Credits and/or Compensatory Reductions shall become due and payable by the Supplier upon the expiry or termination of this Agreement for any reason whatsoever.

10. SERVICE FAILURE REPORTS

- 10.1 If, in relation to any Month (as applicable), there has been a Delivery Service Level Failure, a Quality Service Level Failure or a Time to Complete Service Level Failure, at any Location, then each such failure shall constitute a "**Service Failure**".
- 10.2 Within 5 days after the end of the Month in which any Service Failure occurs, the Supplier shall:
- (a) identify the cause(s) of the Service Failure;
 - (b) provide to easyJet a written report ("**Service Failure Report**") which identifies:
 - (i) the cause(s) of the Service Failure;
 - (ii) the steps that the Supplier proposes to take in order to prevent the recurrence of the Service Failure (and the Supplier's proposed timescales for the implementation of such steps); and
 - (iii) any activities to be conducted by the Supplier in order to mitigate any consequences of the Service Failure.
- 10.3 Subject to paragraph 10.4, the Supplier shall implement the steps specified in the Service Failure Report in accordance with the timescales identified in the Service Failure Report.
- 10.4 The Service Failure Report may be reviewed by easyJet. Any dispute between the Parties regarding the contents of the Service Failure Report following a review by easyJet shall be resolved in accordance with the Dispute Resolution Procedure.

11. TIME TO COMPLETE SERVICE LEVEL FAILURE

- 11.1 The Supplier shall provide the Services at each Location within the Time to Complete as set out in the table below. In the event the Supplier fails to provide the Services at any Location within this time, the table below sets out the Compensatory Reduction payable to easyJet for any Time to Complete Service Level Failure.

Service	Time to Complete (TTC)	TTC Service Level Failure	Compensatory Reduction
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Service	Time to Complete (TTC)	TTC Service Level Failure	Compensatory Reduction
Exterior Line Wash (Wet or Dry)	Within four (4) days of receipt of request	1-4 days after TTC	£250
		5-8 days after TTC	£500
		9-14 days after TTC	£1,000
		15 or more days after TTC	£2,500
Exterior Hangar Wash (Dry)	Within allocated maintenance slot, according to the 14-day schedule provided by easyJet. Subject to the aircraft being available in the hangar.	If between two (2) and four (4) aircraft fail to receive an Exterior Wash during a maintenance check in any one month which are not a result of the availability of that aircraft.	£500 (for each month a TTC Service Failure occurs)
		If five (5) or more aircraft fail to receive an Exterior Wash during check a maintenance check in any one month which are not a result of the availability of that aircraft.	£1000 (for each month a TTC Service Failure occurs)

12. QUALITY SERVICE LEVEL FAILURES

In the event that the standard of an Exterior Wash on any individual aircraft at any Location fails to meet the required standard as set out in the easyJet Exterior Wash Manual, at the time of audit, easyJet will not be liable to make payment in respect of that Exterior Wash.

In the event that two (2) Exterior Washes fail to meet the required standard as set out in the easyJet Exterior Wash Manual in a calendar month, easyJet shall be entitled to a ten percent (10%) rebate of the total Charges in that calendar month.

In the event that three (3) or more Exterior Washes fail to meet the required standard as set out in the easyJet Exterior Wash Manual in a calendar month, easyJet shall be entitled to a fifteen percent (15%) rebate of the total Charges in that calendar month plus a one off compensatory payment of £1,500.

13. DELIVERY SERVICE LEVEL FAILURES

In the event that the Supplier fails to meet the Delivery Service Levels at any Location in accordance with this Agreement, or any other timeframes notified to it by easyJet from time-to-time as a result of its' negligent acts or omissions, the following applies:

(i) If the Exterior Wash is not completed before either the STD or the scheduled departure times stated in the table in clause 7.3 (Delivery Service Level), the Supplier shall make a compensatory reduction of £250 for each occurrence. For the avoidance of doubt, if the Exterior Wash is not completed and this also results in a delay to the standard departure time of the aircraft (as set out in clause 7.2 above), a Service Credit in accordance with clause 7.2. shall apply in addition to this compensatory reduction.

(ii) If the Supplier fails to notify easyJet before 17.00hrs on the day that an Exterior Wash has been arranged, that it cannot be performed, easyJet shall be entitled to recover from the Supplier the direct charges, costs and expenses (including engineering man-hours) arising out of or in connection with such failure.

14. SERVICE LEVEL TERMINATION EVENTS

14.1 A "Service Level Termination Event" shall be deemed to have occurred where any one or more of the following events occur:

Service Level Termination Events

Service Level Termination Events
In the event the Supplier fails to achieve any of the Delivery Service Levels as set out in paragraph 13 two (2) or more times in any one month at the same Location.
In the event the Supplier fails to complete the Services within the Time To Complete as set out in paragraph 11.1 for 2 or more months in any 6 month period
Where any failure to perform the Services in accordance with any of these Service Levels causes two (2) or more flight delays in two (2) months in any six (6) month period
In the event of any default or non-performance by the Supplier or Supplier Personnel under the Agreement which substantially prevents, hinders, degrades or delays the performance of the Services or any part of them for a period of time in excess of forty-eight (48) hours (or such other period agreed in writing by the Parties)

- 14.2 If a Service Level Termination Event occurs, then (without prejudice to easyJet's other rights and remedies) easyJet shall have the rights, and the Supplier shall have the obligations, set out in clause 19 of the Agreement for the relevant Location.

15. CHANGES TO SERVICE LEVELS: GENERAL

- 15.1 Subject to paragraph 15.2, easyJet may, at any time, request the introduction of new Service Levels, or the removal of existing Service Levels, in accordance with the Change Procedure.
- 15.2 For each new Service Level, the Parties shall agree, in accordance with the Change Procedure:
- (a) the scope of the Service Level and the manner in which it shall be measured; and
 - (b) where applicable, the Service Credits and Compensatory Reduction applicable to the new Service Level; and
 - (c) where applicable, any changes to the Service Credits and Compensatory Reduction applicable to the existing Service Levels.

PART C

REPORTING AND AUDIT PROCEDURES

16. REPORTING

16.1 Upon Completion of any ad-hoc Services, the Supplier must obtain a signed job card and must provide copies of the same to easyJet on request. The Supplier agrees to provide easyJet with a weekly summary of all ad-hoc Service requests.

16.2 The Supplier shall record the work performed on each easyJet aircraft on an appropriate database which shall, at minimum, record the following information:

- (a) Date
- (b) Station
- (c) Aircraft Registration
- (d) Arrival Flight number (if appropriate)
- (e) Departure Flight number (if appropriate)
- (f) Work carried out
- (g) Correct sign-off (by the authorising engineer)

16.3 All issues concerning the compliance of the Supplier to this specification should be dealt with at a local level by the easyJet Base Management Team. If any contractual issues cannot be dealt with locally they should be escalated to easyJet's Procurement department.

16.4 easyJet may from time to time request that information is reported into its online database, or other such reporting tool.

16.5 The Supplier will hold all reports for a minimum period of six (6) years.

17. AUDIT

17.1 The Supplier shall fully co-operate with, and the Supplier will procure that its sub-contractors fully cooperate with easyJet and, where applicable, easyJet's audit representatives, including by providing access to any premises at which any

personnel, data, records and systems relating to the Services are located and any relevant information to the extent necessary to carry out an Audit as set out in this paragraph 17. The Supplier shall also comply and make its records available for any audit conducted by a regulatory agency, on terms specified by the regulators.

- 17.2 The Parties shall bear their own costs and expenses incurred in the act of compliance with their obligations under this paragraph.
- 17.3 easyJet will bear the cost of auditing the Supplier to verify compliance with the terms of this Agreement, unless the Audit was instigated by a Supplier Default or which identifies a Default by the Supplier, in which case the Supplier shall reimburse easyJet for all its reasonable costs incurred in the course of such Audit.
- 17.4 If an Audit identifies that the Supplier has failed to perform its obligations under this Agreement, or the Supplier is failing to comply with any of its obligations under this Agreement or if the Supplier continues to act in a particular manner that is likely to cause damage to easyJet, then, without prejudice to any other rights and remedies of easyJet, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to easyJet.

Aircraft Wash Audit Procedures

- 17.5 easyJet shall conduct covert audits as follows:

Covert Audits

- (a) easyJet shall have the right to conduct regular covert audits consisting of detailed checks of Aircraft wash standards and records and reports following an Exterior Wash. The number of covert audits conducted shall be at easyJet's sole discretion.
- (b) Supplier will be given no less than thirty (30) minutes notice of a covert audit and a Supplier Customer Service Representative (“CSR”) is permitted but not required to attend. Failure of a Supplier CSR to attend a covert audit may result in the audit being completed in the absence of the Supplier or its representative.

Financial Audit Procedures

- 17.6 The Supplier shall maintain and will procure that its sub-contractors maintain a complete audit trail of all financial and non-financial data relating to the provision of the Services and will retain such records for a period of at least six (6) years.
- 17.7 The Supplier will procure that its sub-contractors or third party suppliers, shall allow easyJet and any auditors or other advisers to easyJet access to any of the Supplier's premises, personnel and relevant records as may be reasonably required in order to:
- (a) perform any legally enforceable request by any regulatory body;
 - (b) undertake the verification of the accuracy of the Charges, or any suspected frauds relating to the performance of the Services; and
 - (c) examine the Supplier's performance of the Services and compliance with its obligations under this Agreement, including verifying compliance with the Service Levels and accuracy of record keeping and reports.
- 17.8 The Parties shall bear their own costs and expenses incurred in the act of compliance with their obligations under paragraphs 17.6 and 17.7.
- 17.9 If an Audit identifies that:
- (a) easyJet has overpaid any Charges, then the Supplier shall pay to easyJet the amount overpaid within thirty (30) days from the date of receipt of an invoice or notice to do so;
 - (b) easyJet has underpaid any Charges, then easyJet shall pay to the Supplier the amount of the underpayment within thirty (30) days from the date of receipt of an invoice for such payment; or
 - (c) there is any fraud on the part of the Supplier or the Supplier Personnel, this shall constitute a material breach of this Agreement and easyJet shall have the right to terminate this Agreement in accordance with clause 19 of the main agreement.

PART D

PERFORMANCE MONITORING

18. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

18.1 Within 5 days after the end of each Month, at the request of easyJet, the Supplier shall provide a Performance Monitoring Report to easyJet in respect of Services performed pursuant to this Agreement for the period.

18.2 Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the Month just ended:

General

- (a) the monitoring which has been performed with a summary of any issues identified by such monitoring;
- (b) for each Service, the Supplier's actual performance against each of the Service Levels in respect of the Month;

Service Level Failures

- (c) a summary of all Service Failures that occurred during the Month;
- (d) a summary of any Service Level Termination Events that occurred during the month;
- (e) a summary of any Service Failure Reports delivered during the month;
- (f) for any Service Failures, the actions taken to resolve the underlying cause and prevent recurrence;

Service Credits and Compensatory Reduction

- (g) the amount of the Service Credits and/or Compensatory Reduction accrued in respect of each Month.

18.3 The form of Performance Monitoring Report may be reviewed by the Parties at Quarterly Reviews, and at easyJet's sole discretion line items for reporting may be added or removed.

19. RECORDS

The Supplier shall retain, at all times, all supporting documents and records used in the preparation of the Performance Monitoring Reports.

20. DIVERTED FLIGHTS

- 20.1 Notwithstanding any other term of this Agreement, easyJet agrees and acknowledges that these Service Levels do not apply to flights diverted to the Location(s).

SCHEDULE 3

CHARGES YEAR 1

Service	Charge		
	GLA	LGW	LTN
Exterior Line Wash (Wet)	-	£400.00	£400.00
Exterior Line Wash and Exterior Hangar Wash (Dry)	£630.00	£630.00	£630.00

CHARGES YEARS 2-5 INCLUSIVE

Service	Charge		
	GLA	LGW	LTN
Exterior Line Wash – (Wet)	-	£340.00	£340.00
Exterior Hangar Wash and Exterior Line Wash (Dry)	£535.50	£535.50	£535.50

easyJet agrees and acknowledges that the Charges are exclusive of all airport levies and airport surcharges and any other charges or fees that may be imposed at the Locations from time to time (“**Airport Charges**”). In the event that any airport increases the Airport Charges, the Supplier shall provide easyJet with a minimum of thirty (30) days written notice prior to such increase taking effect and the Supplier shall not be entitled to increase the Charges as a result of any increase in the Airport Charges unless expressly agreed otherwise by easyJet in writing and signed by an authorised representative of easyJet.

SCHEDULE 4

CHANGE PROCEDURE

21. PRINCIPLES

- 21.1 Where easyJet or the Supplier sees a need to change this Agreement or the Services, easyJet may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Procedure set out in paragraph 22 of this Schedule 4.
- 21.2 Until such time as a Change is made in accordance with the Change Procedure, easyJet and the Supplier shall, unless agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.
- 21.3 Any discussions which may take place between easyJet and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.
- 21.4 Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change and which has not been otherwise agreed in accordance with the provision of this Schedule, shall be undertaken entirely at the expense and liability of the Supplier.
- 21.5 Nothing contained in this Schedule shall limit the rights of easyJet to receive a reduction in the Charges as a result of any Change.

22. CHANGE PROCEDURE

- 22.1 Changes can be requested and agreed at any time and for any reason (including, without limitation, to vary the scope and volume of the Services or to remove or add Locations). A Change Request should be made in writing and must specify reasonable detail:
- (a) any proposed Change to the Services (and the associated reason for requiring it);
 - (b) any proposed Change to the Service Levels;

- (c) any potential impact on the business continuity/disaster recovery arrangements;
- (d) any responsibilities of easyJet and the Supplier;
- (e) any revised working arrangements;
- (f) any proposed amendments to this Agreement; and
- (g) any other details which the other Party may reasonably want to know and which relate to the Change proposed.

22.2 If the Supplier submits the Change Request, it must also set out in reasonable detail:

- (a) any affect the proposed Change is likely to have on the Services and the Service Levels, including any proposed inputs from easyJet (and the associated reason for requiring it);
- (b) any proposed Change to the prices to be charged under this Agreement and any additional expenses which are likely to be incurred by easyJet;
- (c) any proposed Changes to the timetable applicable;
- (d) any potential impact on the business continuity/disaster recovery arrangements;
- (e) the Supplier's proposed approach to implementation of the proposed Changes; and
- (f) the impact the proposed Changes might/will have on the particular Services and other services being carried out for easyJet by the Supplier.

22.3 If easyJet submits a Change Request, the Supplier must evaluate it and submit a response within ten (10) days, setting out in reasonable detail:

- (a) whether or not it is prepared in principle to agree to the proposed Change;
- (b) any additional changes or items it would propose; and
- (c) each of the matters referred to in paragraph 22.2.

- 22.4 If the Supplier requires more time to respond because of the size or complexity of the proposed Change, it will inform easyJet and it will have a reasonable amount of additional time to respond as set out above as agreed on a case-by-case basis.
- 22.5 If the Supplier submits a Change Request, easyJet will evaluate it and, within ten (10) days (or such other period as may be agreed between the Parties), submit a response setting out in reasonable detail:
- (a) whether or not it is prepared in principle to agree to the proposed Change; and
 - (b) any additional Changes or terms it would propose.
- 22.6 If easyJet requires more time to respond because of the size or complexity of the proposed Change, it will inform the Supplier and will have a reasonable amount of additional time to respond as set out above as agreed on a case-by-case basis.
- 22.7 Once a response to the Change Request has been submitted, the Parties will then discuss the proposed Change and any related matters. If agreement is reached on any Change, the Change Control Form prepared will specify all relevant Changes to and impacts on:
- (a) this Agreement;
 - (b) the Services;
 - (c) the Service Levels and/or Service Credits;
 - (d) changes to the timescales applicable;
 - (e) any changes to the Charges.
- 22.8 This would be subject to final approval and signature on behalf of each Party. The Parties agree and acknowledge that, depending on the nature, effect and/or subject matter of any such Change, the relevant documents may need to be signed by different people, depending on the level of authority required.

SCHEDULE 5

TUPE

23. The Parties acknowledge and agree that where all or part of the Services cease to be provided by the Supplier for any reason and where all or part of the Services continue to be provided by easyJet and/or a Replacement Supplier, there may be a relevant transfer of the Returning Employees to easyJet and/or the Replacement Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to easyJet and/or the Replacement Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.
24. Save where the Parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the Parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to easyJet and/or the Replacement Supplier.
25. The Supplier shall not later than six (6) months prior to the expiry of this Agreement (or, if earlier, within 56 days of notice being given of termination of this Agreement) to the extent lawfully permitted provide easyJet with the following details:
 - 25.1 a list of those personnel engaged in the Services (the "Potential Returning Employees");
 - 25.2 job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
 - 25.3 terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged to give under section 1 of the Employment Rights Act 1996;
 - 25.4 any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
 - 25.5 any claims, current or which the Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;

- 25.6 all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees;
- 25.7 information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.
- 26. The Service Provider shall provide updates of the details listed above at regular intervals to be specified by easyJet.
- 27. The Supplier shall indemnify easyJet (both for itself and a Replacement Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by easyJet and/or a Replacement Supplier in connection with or as a result of:
 - 27.1 any claim or demand by any Employee of the Supplier that transferred to the Supplier from an incumbent supplier, any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to Applicable Law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
 - 27.2 any failure by the Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of easyJet and/or Replacement Supplier to comply with its or their duties under regulation 13 of TUPE;
 - 27.3 a claim by any person who transfers or alleges that they have transferred to easyJet or the Replacement Supplier but whose name is not included in the list of Returning Employees.

SCHEDULE 6**KEY PERSONNEL**

Andy Cruise	Operations Director	a.cruise@assuredaviation.co.uk	07860 848194
Nathan Baker	Operations Manager	n.baker@assuredaviation.co.uk	07824 313389
Nick Whinder	Quality Manager	n.whinder@assuredaviation.co.uk	07765 238358
Adam Flowers	Safety and Compliance Manager	a.flowers@assuredaviation.co.uk	07309 577359