Charges & Conditions of Use 2026

Effective Date: 1st January 2026

London Luton Airport

About LLA

Location

- Situated just 50km (32 miles) from Central London off junction 10 M1 motorway
- From 22 minutes by train from London St Pancras International with up to 7 services per hour

Slots

- 24/7 hour operation

Catchment

- A population of over 22 million within 120 minutes drivetime
- Catchment area encompassing North London, Bedfordshire, Buckinghamshire, Cambridgeshire, Hertfordshire, the Midlands and Oxfordshire

Facilities

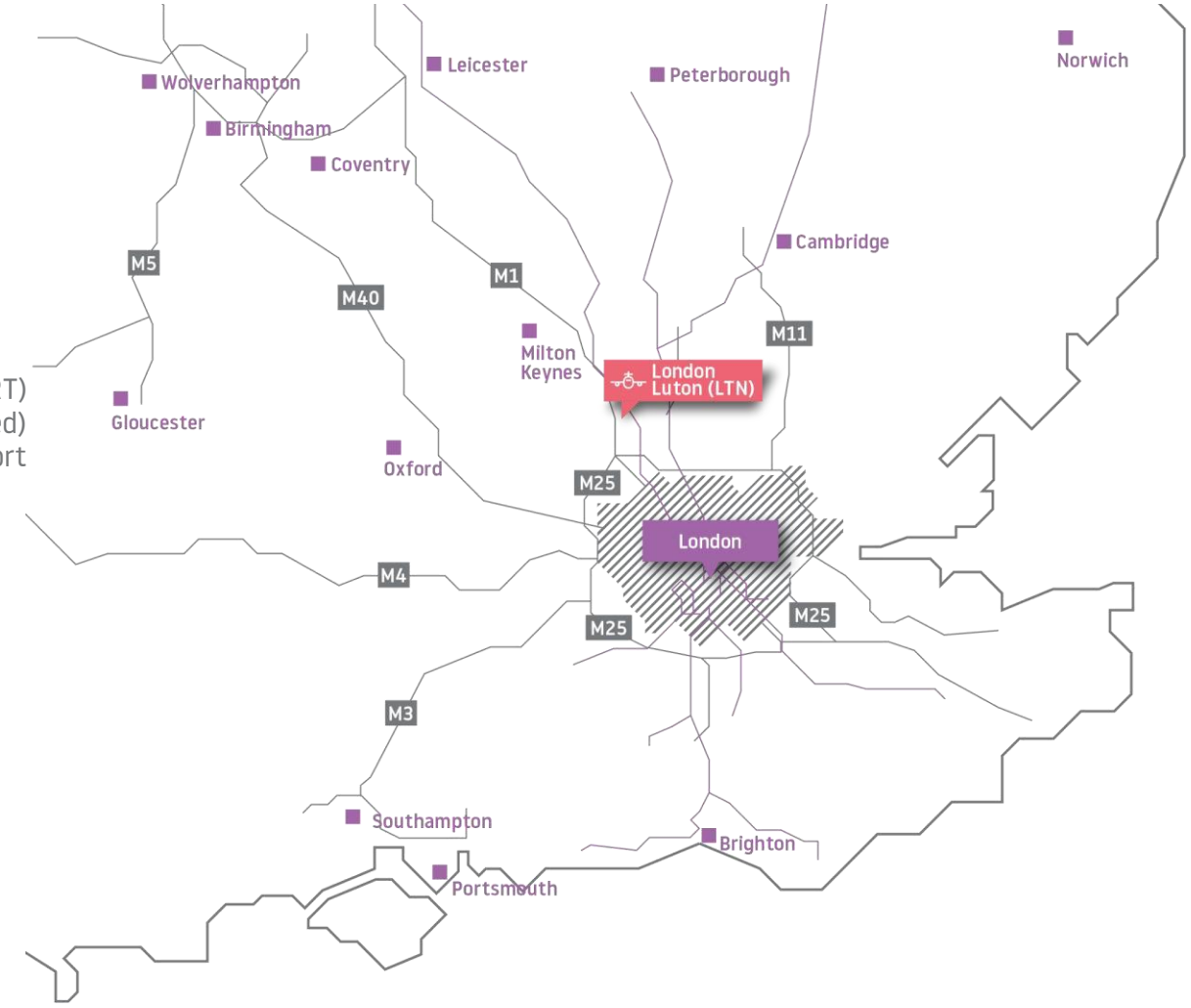
- New £230m Direct Air – Rail Transit (Luton DART) system (funded by London Luton Airport Limited) transporting passengers between Luton Airport Parkway station and LLA in less than 4 minutes

Performance

- Fast aircraft turnaround times
- Short check-in to gate distances

Partnership

- Part of AENA, the world's largest airport operator
- Integral to the future of London's Air Transport Market
- Over 150 destinations
- 7 airlines



Notifications

Notifications on this Page

The notifications on this page are for general information purposes only, are of no legal effect and do not form part of the terms of these Charges and Conditions of Use.

Slot Coordinated Airport

London Luton Airport ("**Airport**") is an IATA Level 3 Slot Coordinated Airport at which no fixed wing aircraft flight is permitted to operate without the prior allocation of a runway slot. The Misuse of Slots Enforcement Code 2017 applies in respect of any intentional and repeated breach of either this slot requirement or deviation of actual operation from an allocated slot.

The appointed slot coordinator is Airport Coordination Limited ("**ACL**") and application for slots should be made to them:

Airport Coordination Limited

Telephone: +44 (0) 20 8564 0626

Email: lonacxh@acl-uk.org

SITA: LONACXH

Office Hours
Monday – Friday
(excluding UK Bank Holidays) 0830 – 1700 local time

Website: www.online-coordination.com
for slot availability and submitting requests.

If slots need to be booked at short notice out of ACL's operating hours, the operator should contact the London Luton Airport Operations Control Centre:

London Luton Airport Operations Control Centre

24 hours a day:

Telephone: +44 (0) 1582 395087; +44 (0) 1582 395089; +44 (0) 1582 395092

Email: operations.control@ltn.aero

Airport Operations Duty Manager:
+44 (0) 1582 395451

Groundhandling Arrangements

No aircraft movements shall take place at LLA without the relevant aircraft operator pre-appointing a ground handling agent.

Aircraft movements without a pre-appointed ground handling agent will incur a surcharge in accordance with the provisions set out on page 17.

Equipment Pooling

All groundhandlers operating at the airport must participate in the groundhandling equipment pooling arrangements LLA has in place.

Airside Driver Training

Airside driver training (which is required to obtain and hold an airside driving permit) is provided by AirDAT and can be booked at https://www.airdat.org/training. Separate charges apply.

Inbound Cats, Dogs & Ferrets

Animals which are flown to the airport under the Pet Travel Scheme are processed by Animal Aircare. A booking must be made in advance of arrival at www.animalaircare.co.uk. Separate charges apply.

De-icing

All commercial aircraft and cargo operators must have a de-icing contract in place with a groundhandler for the winter season.

Glycol Recovery

All commercial aircraft and cargo operator must have in place for the winter season a de-icing fluid disposal contract with an approved disposal provider.

All Fixed Base Operators shall be responsible for the recovery, storage and disposal of run-off de-icing fluid within the parts of the airport which they lease from LLA.

Information and Communication Technology Services

London Luton Airport is able to offer a range of technology services to customers, including dedicated Wi-Fi, telephone & radio systems, internet connections, high resolution CCTV camera and recording facilities, electronic security access control solutions, and a host of other technology-based solutions.

Please contact LLA's IT Services team to discuss requirements on +44 (0)1582 395307 or via helpdesk@ltn.aero

Billing

All aircraft operators that utilise the services of an FBO will be billed in accordance with the charges set out in these Charges and Conditions of Use by that FBO.

British Summer Time

British Summer Time applies to the local time applicable at the Airport and runs from the last Sunday in March until the last Saturday in October of the same year.

Real Living Wage

LLA pays the "real living wage" (as set by the Living Wage Foundation) to its employees and workers, and encourages all other operators at the Airport to do the same.

New or Amended Charges

New or amended charges payable by some or all Operators to LLA may be introduced to these CCU from time to time (in accordance with clause 3.1.2 of Section 13 of these CCU): including in respect of amended or new baggage access charges in connection with the cost to LLA of implementing an upgraded baggage system..

Notifications

Noise Certificates

Prior to an aircraft undertaking a movement at the airport, the operator of that aircraft must submit (or ensure that a groundhandler or a Fixed Based Operator submits on its behalf) a noise certificate to LLA in respect of that aircraft. Noise certificates must be sent to operations.control@ltn.aero. LLA may introduce an automated service to replace this process, and operators will be informed if and when that system is implemented.

Sustainable Aviation Fuel (SAF)

LLA is committed to supporting the aviation industry achieve “net zero” carbon emissions by 2050. Sustainable aviation fuel (“SAF”) is one of the key elements in the industry's decarbonisation roadmap. SAF has the potential to reduce aircraft carbon emissions by as much as 70%. LLA wishes to support aircraft operators in utilising SAF and may in the future implement a SAF incentive scheme for that purpose.

Delivery Charges for Operators

LLA will be launching an Airport Consolidation Centre in 2025 to better assist the goods-in process for Operators at the Airport. Additional goods-in delivery, consolidation, security screening and transport charges may apply following any such implementation. LLA will issue an itemised Consolidation Centre Rate Card when the Airport Consolidation Centre is operational, the charges will be reviewed and published periodically. For more information, please contact retail.operations@ltn.aero.

Contact Details

London Luton Airport

London Luton Airport,
Percival House, 134 Percival Way,
Luton, Bedfordshire,
LU2 9NU
United Kingdom

General Enquiries	+44 (0)1582 405100
Aviation Team Airline & Cargo Flights	+44 (0)1582 395338
Accounting Enquiries	+44 (0)1582 395325
Cargo Centre Operations	+44 (0)1582 395231
Property & Estates	+44 (0)1582 395303
Operations Centre	+44 (0)1582 395087/092 +44 (0)1582 395525/089

www.london-luton.co.uk
Email: business.development@ltn.aero

Schedules Co-ordination

Airport Coordination Ltd (ACL)	+44 (0)20 8564 0614

Air Traffic

National Air Traffic Services	+44 (0)1582 395230/378

Handling Agents

Swissport UK	+44 (0)1582 702312
DHL Supply Chain	+44 (0)1582 395399
GH Luton	+44 (0)1582 395432

Aircraft Maintenance

Storm aviation	+44 (0)1279 681330
Tui	+44 (0)1582 424155
easyTech	+44 (0)1582317303
Gulfstream	+44 (0)1582 506650

Business Aviation (FBO Services)

Harrods Aviation	+44 (0)1582 589317/318
Signature Flight Support	+44 (0)1582 724182

Fueling

WFS (24 hours)	+44 (0)1582 402161
ASIG	+44 (0)1582 722244

Flight Catering

Dnata Catering	+44 (0)7587576021
Gate Gourmet	+44 (0)1582 733391

Aircraft Cleaning

Menzies Aviation	+44 (0)1582 395635

Bonded Store

Alpha Flight Services	+44 (0)1582 737411
City Net	+44 (0)1582 698700

General Sales Agents (Cargo)

ACCS	+44 (0)1582 456700
World Logistics	+44 (0)1582 283008

Hotels (On site)

Holiday Inn Express	+44 (0)1582 589100
Holiday Inn	+44 (0)1582 218111
Hotel Ibis	+44 (0)1582 424488
Hotel Ibis Budget	+44 (0)1582 218280
Hampton by Hilton	+44 (0)1582 798477
Courtyard by Marriott	+44 (0)7500 102156

Content of Terms

Section 1 Application of Terms
Section 2 Aircraft Charges
Section 3 Groundhandler Charges
Section 4 Operational Charges
Section 5 Training Charges
Section 6 Noise & Track Violation Charges
Section 7 Security Compliance Charges
Section 8 Passes & Permit Charges
Section 9 Staff Car Parking Charges
Section 10 Cargo Centre Charges
Section 11 IT Charges
Section 12 LLA Excellence Academy Charges
Section 13 Terms of Use

1. Application of Terms

Management of the Airport

London Luton Airport is managed and operated by London Luton Airport Operations Limited, a company registered in England and Wales under registration number 03491213 whose registered office address is Percival House 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU.

Interpreting these CCU

The definitions and rules of interpretation set out in clause 1 of Section 13 of these CCU, apply to the interpretation of all other sections of these CCU. The terms set out in Section 13 of these CCU, set out the rights and obligations of Operators undertaking Activities (whether or not at the Airport). The Charges payable by each Operator in accordance with Section 13 of these CCU are set out in Sections 2 to 12 of these CCU.

When, and to who, these Charges and Conditions of Use ("CCU") apply

These CCU take effect from the Effective Date and shall apply until these CCU are updated or replaced by LLA from time to time. These CCU apply to all Operators undertaking Activities (whether or not at the Airport). By undertaking Activities (whether or not at the Airport), each Operator is deemed to have accepted, and agrees to adhere to, the terms of these CCU.

Limitation of LLA's liability & additional charges

Each Operator's attention is in particular drawn to the limitations on LLA's liability set out clause 28 of Section 13 of these CCU, and the additional charges which may be payable by that Operator in accordance with clauses 4.6, 4.7 and 4.8 of Section 13.

2. Aircraft Charges

Content of Aviation Charges	Page
Commercial – Standard Charges	
Commercial Next Generation Aircraft – Standard Charges	
Passenger Charge PLS	09
Landing Charge	09
Navigation Service Charge	09
Night Operating Charge	09
Baggage Access Charge	09
Aircraft Parking Charge	09
Commercial Non Next Generation Aircraft – Standard Charges	
Passenger Charge PLS	10
Landing Charge	10
Navigation Service Charge	10
Night Operating Charge	10
Baggage Access Charge	10
Aircraft Parking Charge	10
General Aviation – Standard Charges	
General Aviation Chapter 14 Aircraft - Standard Charges	
Passenger Charge PLS	11
Landing Charge	11
Navigation Service Charge	11
Night Operating Charge	11
Baggage Access Charge	11
Aircraft Parking Charge	11
	11
General Aviation Non Chapter 14 Aircraft – Standard Charges	
Passenger Charge PLS	12
Landing Charge	12
Navigation Service Charge	12
Night Operating Charge	12
Baggage Access Charge	12
Aircraft Parking Charge	12

	Page
All Aircraft – Standard Charges	
Police Services Charge	13
CAA Aviation Security Charge	13
Next Generation Security	13
NOx Levy Charge	13
Persons of Reduced Mobility Charge (PRM Levy)	14
All Aircraft - Aircraft Additional Charges	
Groundhandler Non-Appointment Charge	15
Engine Run-up Bay Charge	15
Diverted Flight Charge	15
Stand De-icing Charge	15
Unauthorised Stand Use Charge	15
Technical Wash Charge	15
Non-allocated Slot Charge	15
Out of Schedule Landing Charge	16
Check-in Desk Charge	16
Use of Infrastructure Charge	16
Groundhandler Cargo Charge	16
Groundhandler Support Charge	16
Common User Terminal Charge (“CUTE Charge”)	16
Reporting Administration Charge	16
Marshalling Support Charge	17

2. Aircraft Charges

Commercial Next Generation Aircraft* –Standard Charges

Passenger Charge (PLS)

Each **Aircraft Operator** shall pay to LLA a "passenger charge (PLS)" for each of its CA Next Generation Aircraft which Takes-off from the Airport, calculated as follows:

£23.15 per Departing Passenger Carried by that CA Next Generation Aircraft;

provided that:

a) **GA Operators** shall pay **50% of the applicable passenger charge (PLS) if using the services of an FBO** at the Airport in connection with the operations of the relevant CA Next Generation Aircraft; and

b) **no passenger charge (PLS)** shall be payable by an Aircraft Operator in respect of **Departing Passengers under two years of age** who are Carried by that Aircraft Operator's CA Next Generation Aircraft.

Landing Charge

Each **Aircraft Operator** shall pay to LLA a "landing charge" for each of its CA Next Generation Aircraft which Lands at the Airport, calculated as follows:

£233.80 for each Landing of that CA Next Generation Aircraft, **plus;**

£.3.49 per Tonne of that CA Next Generation Aircraft; and

subject to a **minimum charge of £578.97 per Landing** of such CA Next Generation Aircraft.

Navigation Service Charge

Each **Aircraft Operator** shall pay to LLA a "navigation service charge" for each of its CA Next Generation Aircraft Landing (or Approaching without Landing) at the Airport, calculated as follows:

£4.18 per Tonne of that CA Next Generation Aircraft; and

subject to **a minimum charge of £413.76 per Landing (or Approach without Landing)** of such CA Next Generation Aircraft.

Night Operating Charge

Each **Aircraft Operator** shall pay to LLA a "night operating charge" for each of its CA Next Generation Aircraft Landing at, or Taking-off from, the Airport between the hours of 23:00 and 07:00 (Local Time), calculated as follows:

£184.64 for each Landing or Take-off of that CA Next Generation Aircraft undertaken **between the hours of 23:00 and 07:00** (Local Time); **plus**

£3.48 per Tonne of that CA Next Generation Aircraft; and

subject to a **minimum charge of £529.41 per Landing or Take-off** of that CA Next Generation Aircraft.

Baggage Access Charge

Each **Aircraft Operator** shall pay to LLA a "baggage access charge" for each of its CA Next Generation Aircraft Taking-off from the Airport, calculated as follows:

£0.52 per Departing Passenger Carried by that CA Next Generation Aircraft;

provided that a **minimum charge** shall be applied and calculated on the basis that the number of Departing Passengers Carried on an Aircraft Operator's CA Next Generation Aircraft **shall be assumed to be at least 25% of that CA Next Generation Aircraft's Capacity**.

Aircraft Parking Charge

Each **Aircraft Operator** shall pay to LLA an "aircraft parking charge" for each of its CA Next Generation Aircraft parking at the Airport, calculated as follows:

FOC for the first 15 minutes after that CA Next Generation Aircraft first Lands at the Airport or exits a Hangar (**"Free Period"**); and **thereafter**

£0.059 per Tonne of that CA Next Generation Aircraft, multiplied by the total number of minutes such CA Next Generation Aircraft is Parked at the Airport (less the applicable Free Period).

*For the purposes of any Operator Agreements which are entered into prior to the date of these CCU, the charges in these CCU applicable to "CA Next Generation Aircraft" shall be deemed to be to charges applicable to "Chapter 14 Aircraft" (using the previous definition for "Chapter 14 Aircraft" set out in LLA's Charges and Conditions of Use 2025).

2. Aircraft Charges

Commercial Non-Next Generation Aircraft* – Standard Charges

Passenger Charge (PLS)

Each **Aircraft Operator** shall pay to LLA a "passenger charge (PLS)" for each of its CA Non-Next Generation Aircraft which Takes-off from the Airport, calculated as follows:

£32.16 per Departing Passenger Carried by that CA Non-Next Generation Aircraft;

provided that:

a) **GA Operators** shall pay **50% of the applicable passenger charge (PLS) if using the services of an FBO** at the Airport in connection with the operations of the relevant Non- Next Generation Aircraft; and

b) **no passenger charge (PLS)** shall be payable by an Aircraft Operator in respect of **Departing Passengers under two years of age** who are Carried by that Aircraft Operator's CA Non-Next Generation Aircraft.

Landing Charge

Each **Aircraft Operator** shall pay to LLA a "landing charge" for each of its CA Non-Next Generation Aircraft which Lands at the Airport, calculated as follows:

£324.99 for each of Landing of that Non- Next Generation Aircraft; **plus,**

£4.84 per Tonne of that CA Non-Next Generation Aircraft undertaking the Landing; and

subject to a **minimum charge of £803.96 per Landing** of such CA Non-Next Generation Aircraft;

provided that for each of an Aircraft Operator's CA Non-Next Generation Aircraft which is a **Chapter 2 Aircraft**, and which undertakes a Landing, there shall be a **200% increase** to the total applicable Landing Charge.

Navigation Service Charge

Each **Aircraft Operator** shall pay to LLA a "navigation service charge" for each of its CA Non-Next Generation Aircraft Landing (or Approaching without Landing) at the Airport, calculated as follows:

£5.82 per Tonne of that CA Non-Next Generation Aircraft; and

subject to a **minimum charge of £576.49 per Landing (or Approach without Landing)** of such CA Non-Next Generation Aircraft;

provided that for each of an Aircraft Operator's CA Non-Next Generation Aircraft which is a **Chapter 2 Aircraft**, and which undertakes a Landing (or Approach without Landing), there shall be a **200% increase** to the total applicable Navigation Service Charge.

Night Operating Charge

Each **Aircraft Operator** shall pay to LLA a "night operating charge" for each of its CA Non-Next Generation Aircraft Landing at, or Taking-off from, the Airport between the hours of 23:00 and 07:00 (Local Time), calculated as follows:

£256.66 for each Landing or Take-off of that CA Non-Next Generation Aircraft undertaken **between the hours of 23:00 and 07:00** (Local Time); **plus,**

£4.84 per Tonne of that CA Non-Next Generation Aircraft undertaking the Landing or Take-off;

subject to a **minimum charge of £735.64 per Landing or Take-off** of that CA Non-Next Generation Aircraft;

provided that the applicable Night Operating Charge shall be **increased by 50%** if the relevant Landing or Take-off of that CA Non-Next Generation Aircraft takes place at any time **during the period commencing 1 June to 30 September** in a Year.

Baggage Access Charge

Each **Aircraft Operator** shall pay to LLA a "baggage access charge" for each of its CA Non-Next Generation Aircraft Taking-off from the Airport, calculated as follows:

£0.52 per Departing Passenger Carried by that CA Non-Next Generation Aircraft;

provided that a **minimum charge** shall be applied and calculated on the basis that the number of Departing Passengers Carried on an Aircraft Operator's CA Non-Next Generation Aircraft **shall be assumed to be at least 25% of that CA Non-Next Generation Aircraft's Capacity**.

Aircraft Parking Charge

Each **Aircraft Operator** shall pay to LLA an "aircraft parking charge" for each of its CA Non-Next Generation Aircraft parking at the Airport, calculated as follows:

FOC for the first 15 minutes after that CA Non-Next Generation Aircraft first Lands at the Airport or exits a Hangar ("**Free Period**"); and **thereafter**

£0.059 per Tonne of that CA Non-Next Generation Aircraft, multiplied by the total number of minutes such CA Non-Next Generation Aircraft is Parked at the Airport (less the applicable Free Period)

*For the purposes of any Operator Agreements which are entered into prior to the date of these CCU, the charges in these CCU applicable to "CA Non-Next Generation Aircraft" shall be deemed to be to charges applicable to "Non-Chapter 14 Aircraft" (using the previous definition for "Non-Chapter 14 Aircraft" set out in LLA's Charges and Conditions of Use 2025).

2. Aircraft Charges
General Aviation Chapter 14 Aircraft – Standard Charges

Passenger Charge (PLS)

Each **Aircraft Operator** shall pay to LLA a "passenger charge (PLS)" for each of its GA Chapter 14 Aircraft which Takes-off from the Airport, calculated as follows:

£23.15 per Departing Passenger Carried by that GA Chapter 14 Aircraft;

provided that:

a) **GA Operators** shall pay **50% of the applicable passenger charge (PLS) if using the services of an FBO** at the Airport in connection with the operations of the relevant GA Chapter 14 Aircraft; and

b) **no passenger charge (PLS)** shall be payable by an Aircraft Operator in respect of **Departing Passengers under two years of age** who are Carried by that Aircraft Operator's GA Chapter 14 Aircraft.

Landing Charge

Each **Aircraft Operator** shall pay to LLA a "landing charge" for each of its GA Chapter 14 Aircraft which Lands at the Airport, calculated as follows:

£233.80 for each Landing of that GA Chapter 14 Aircraft, **plus;**

£3.49 per Tonne of that GA Chapter 14 Aircraft; and

subject to a **minimum charge of £578.97 per Landing** of such GA Chapter 14 Aircraft.

Navigation Service Charge

Each **Aircraft Operator** shall pay to LLA a "navigation service charge" for each of its GA Chapter 14 Aircraft Landing (or Approaching without Landing) at the Airport, calculated as follows:

£4.18 per Tonne of that GA Chapter 14 Aircraft; and

subject to **a minimum charge of £413.76 per Landing (or Approach without Landing)** of such Chapter 14.

Night Operating Charge

Each **Aircraft Operator** shall pay to LLA a "night operating charge" for each of its GA Chapter 14 Aircraft Landing at, or Taking-off from, the Airport between the hours of 23:00 and 07:00 (Local Time), calculated as follows:

£184.64 for each Landing or Take-off of that GA Chapter 14 Aircraft undertaken **between the hours of 23:00 and 07:00** (Local Time); **plus**

£3.48 per Tonne of that GA Chapter 14 Aircraft; and

subject to a **minimum charge of £529.41 per Landing or Take-off** of that GA Chapter 14 Aircraft.

Aircraft Parking Charge

Each **Aircraft Operator** shall pay to LLA an "aircraft parking charge" for each of its GA Chapter 14 Aircraft parking at the Airport, calculated as follows:

FOC for the first 15 minutes after that GA Chapter 14 Aircraft first Lands at the Airport or exits a Hangar ("**Free Period**"); and **thereafter**

£0.059 per Tonne of that GA Chapter 14 Aircraft, multiplied by the total number of minutes such GA Chapter 14 Aircraft is Parked at the Airport (less the applicable Free Period).

2. Aircraft Charges

General Aviation Non-Chapter 14 Aircraft – Standard Charges

Passenger Charge (PLS)

Each **Aircraft Operator** shall pay to LLA a "passenger charge (PLS)" for each of its GA Non-Chapter 14 Aircraft which Takes-off from the Airport, calculated as follows:

£32.16 per Departing Passenger Carried by that GA Non-Chapter 14 Aircraft;

provided that:

a) **GA Operators** shall pay **50% of the applicable passenger charge (PLS) if using the services of an FBO** at the Airport in connection with the operations of the relevant GA Non-Chapter 14 Aircraft; and

b) **no passenger charge (PLS)** shall be payable by an Aircraft Operator in respect of **Departing Passengers under two years of age** who are Carried by that Aircraft Operator's GA Non-Chapter 14 Aircraft.

Landing Charge

Each **Aircraft Operator** shall pay to LLA a "landing charge" for each of its GA Non-Chapter 14 Aircraft which Lands at the Airport, calculated as follows:

£.324.99 for each of Landing of that GA Non-Chapter 14 Aircraft; **plus,**

£4.84 per Tonne of that GA Non-Chapter 14 Aircraft undertaking the Landing; and

subject to a **minimum charge of £803.96 per Landing** of such GA Non-Chapter 14 Aircraft;

provided that for each of an Aircraft Operator's GA Non-Chapter 14 Aircraft which is a **Chapter 2 Aircraft**, and which undertakes a Landing, there shall be a **200% increase** to the total applicable Landing Charge.

Navigation Service Charge

Each **Aircraft Operator** shall pay to LLA a "navigation service charge" for each of its GA Non-Chapter 14 Aircraft Landing (or Approaching without Landing) at the Airport, calculated as follows:

£5.82 per Tonne of that GA Non-Chapter 14 Aircraft; and

subject to a **minimum charge of £576.49 per Landing (or Approach without Landing)** of such GA Non-Chapter 14 Aircraft;

provided that for each of an Aircraft Operator's GA Non-Chapter 14 Aircraft which is a **Chapter 2 Aircraft**, and which undertakes a Landing (or Approach without Landing), there shall be a **200% increase** to the total applicable Navigation Service Charge.

Night Operating Charge

Each **Aircraft Operator** shall pay to LLA a "night operating charge" for each of its GA Non-Chapter 14 Aircraft Landing at, or Taking-off from, the Airport between the hours of 23:00 and 07:00 (Local Time), calculated as follows:

£256.66 for each Landing or Take-off of that GA Non-Chapter 14 Aircraft undertaken **between the hours of 23:00 and 07:00** (Local Time); **plus,**

£4.84 per Tonne of that GA Non-Chapter 14 Aircraft undertaking the Landing or Take-off;

subject to a **minimum charge of £735.64 per Landing or Take-off** of that GA Non-Chapter 14 Aircraft;

provided that the applicable Night Operating Charge shall be increased by 50% if the relevant Landing or Take-off of that GA Non-Chapter 14 Aircraft takes place at any time during the period commencing on 1 June and ending on 30 September in a Year.

Aircraft Parking Charge

Each **Aircraft Operator** shall pay to LLA an "aircraft parking charge" for each of its GA Non-Chapter 14 Aircraft parking at the Airport, calculated as follows:

FOC for the first 15 minutes after that GA Non-Chapter 14 Aircraft first Lands at the Airport or exits a Hangar ("**Free Period**"); and **thereafter £0.059 per Tonne** of that GA Non-Chapter 14 Aircraft, multiplied by the total number of minutes such GA Non-Chapter 14 Aircraft is Parked at the Airport (less the applicable Free Period).

2. Aircraft Charges
All Aircraft – Standard Charges

Police Services Charge

Each **Aircraft Operator** shall pay to LLA a "police services charge" for each of its Aircraft which Takes-off from the Airport, calculated as follows:

£0.58 per Departing Passenger Carried by that Aircraft; and

each Aircraft Operator acknowledges and agrees that for the purposes of spreading the costs incurred by each Aircraft Operator:

(a) in setting the Police Services Charge applicable to these CCU, LLA has set the rate for the purpose of seeking to recover the sum of:
  (i.) the Police Services Costs it anticipates it will incur from 1 January 2025 to 31 December 2026;
  plus
  (ii.) in part the Unrecovered Police Services Costs for the period 1 April 2020 to 31 December 2025;

(b) in setting the Police Services Charge in each subsequent version of LLA's "charges and conditions of use" ("**New CCU**") to these CCU, LLA may adjust the rates for the purpose of seeking to recover the sum of:
  (i.) the Police Services Costs LLA anticipates it will incur during the period covered by that New CCU;
  plus (if applicable):
  (ii.) the amount of any under-recovery by LLA of its Police Services Costs through the Police Services Charge during any period prior to the effective date of that New CCU;
  less (if applicable):
  (iii.) the amount of any over-recovery by LLA of its Police Services Costs through the Police Services Charge during any period prior to the effective date of that New CCU.

Next Generation Security Charge

Each **Aircraft Operator** shall pay to LLA a "next generation security charge" for each of its Aircraft which Takes-off from the Airport, calculated as follows:

£0.375 per Departing Passenger carried by that Aircraft.

NOx Levy Charge

Each **Aircraft Operator** shall pay to LLA a "NOx levy charge" for each Landing and each Take-off of its Aircraft from the Airport, calculated as follows for each such Landing or Take-off:

1. the **Engine NOx LTO Figure** applicable to an engine on that Aircraft;
   multiplied by:
2. the **number of engines** on that Aircraft;
   (the resultant figure being the "**Aircraft Total Emissions**")
   divided by:
3. either
   a. the number of **Passengers** Carried by that Aircraft (if that Aircraft is a Passenger Aircraft); or
   b. the **total weight in kilograms of Cargo** Carried by that Aircraft divided by 100 (if that Aircraft is a Cargo Aircraft and the total weight of Cargo Carried by that Cargo Aircraft exceeds 200 kilograms);
   multiplied by:
4. **0.12565**

and the **resultant figure shall be the applicable NOx levy charge** in pounds sterling;

provided that if the relevant **Cargo Aircraft is not Carrying in excess of a total of 200 kilograms of Cargo or the relevant Passenger Aircraft is not Carrying any Passengers** during the relevant Landing or Take-off the **Aircraft Total Emissions for such Aircraft shall be divided by 1,000 and then multiplied by £25.79** to determine the applicable NOx levy charge

CAA Aviation Security Charge

Each **Aircraft Operator** shall pay to LLA a "CAA aviation security charge" for each of its Aircraft which Takes-off from the Airport, calculated as follows

£0.0789 per Departing Passenger Carried by that Aircraft;

each Aircraft Operator acknowledges and agrees that as the CAA ordinarily sets a new Variable Charge after the effective date of these CCU:

(a) LLA has set the CAA Aviation Security Charge rate in these CCU for the purpose of seeking to recover the sum of:
  (i.) the Variable Charges it anticipates it will incur from 1 January 2026 to 31 December 2026;
  plus
  (ii.) the unrecovered portion of the Variable Charges for the period 1 January 2025 to 31 December 2025;

(b) in setting the CAA Aviation Security Charge in each subsequent version of LLA's "charges and conditions of use" ("**New CCU**") to these CCU, LLA may adjust the CAA Aviation Security Charge rates for the purpose of seeking to recover the sum of:
  (i.) the Variable Charges LLA anticipates it will incur during the period covered by that New CCU;
  plus (if applicable):
  (ii.) the amount of any under-recovery by LLA of the Variable Charges through the CAA Aviation Security Charge during any period prior to the effective date of that New CCU; less (if applicable):
  (iii.) the amount of any over-recovery by LLA of its Variable Charges through the CAA Aviation Security Charge during any period prior to the effective date of that New CCU.

2. Aircraft Charges
All Aircraft – Standard Charges

Persons of Reduced Mobility Charge (PRM Levy)

Each **Aircraft Operator** shall pay to LLA a "persons of reduced mobility charge (PRM Levy)" for each of its Aircraft which Takes-off from the Airport, calculated as follows:

£0.87 per Departing Passenger Carried by that Aircraft;

provided that LLA will review the amount if its PRM Costs which it recovers through the PRM Levy for the period from 1 February 2026 to 31 January 2027 ("**Initial Period**"), and **may adjust the above rates from 1 February 2027** (in accordance with clause 3.1.2 of Section 13 of these CCU) for the purpose of recovering the sum of:

(a) the PRM Costs LLA anticipates it will incur from 1 February 2027 to 31 January 2028;

plus (if applicable):

(b) the amount of any under-recovery by LLA of its PRM Costs through the PRM Levy during the Initial Period;

less (if applicable):

(c) the amount of any over-recovery by LLA of its PRM Costs through the PRM Levy during the Initial Period.

3. Aircraft Charges
All Aircraft - Additional Charges

Groundhandler Non-Appointment Charge

Each **Aircraft Operator** shall pay to LLA a "groundhandler non-appointment charge" for each Groundhandling Infringement committed by that Aircraft Operator, calculated as follows:

£5,000 for each such Groundhandling Infringement.

Engine Run-up Bay Charge

Each **Aircraft Operator** shall pay to LLA an "engine run-up bay charge" for each of its Aircraft which uses the Engine Run-up Bay at the Airport ("**ERB**"), calculated as follows:

£250 for the first half-hour of that Aircraft's use of the ERB; **and**

£150 for each subsequent 15 minutes of that Aircraft's use of the ERB, or part thereof;

provided that if any use of the ERB is undertaken by an Aircraft Operator's Aircraft between the hours of 23:00 and 07:00 (Local Time) there shall be a 75% increase to the applicable Engine Run-up Bay Charge.

Diverted Flight Charge

Each **Aircraft Operator** shall pay to LLA a "diverted flight charge" for each of its Aircraft which undertakes a Diverted Flight which Lands at the Airport, calculated as follows:

£23.15 per Arriving Passenger Carried by that Aircraft if that Aircraft is a GA Chapter 14 Aircraft or a CA Next Generation Aircraft; or

£32.16 per Arriving Passenger Carried by that Aircraft if that Aircraft is a GA Non-Chapter 14 Aircraft or a CA Non-Next Generation Aircraft;

provided that no Diverted Flight Charge shall be payable by a GA Operator if using the services of an FBO at the Airport in connection with the operations of the relevant Aircraft.

Stand De-Icing Charge

Each **Aircraft Operator** shall pay to LLA a "stand de-icing charge" each time LLA de-ices a Stand at the request of that Aircraft Operator (or its Appointed Groundhandler), calculated as follows:

£260.69 for each such de-icing, plus;

£2.44 per litre of de-icing fluid applied by LLA in the course of such de-icing.

Unauthorised Stand Use Charge

Each **Aircraft Operator** shall pay to LLA an "unauthorised stand use charge" for each of its Aircraft which is Parked at a Stand at the Airport without the prior permission of LLA, calculated as follows:

an **amount equivalent to the Aircraft Parking Charge which would apply to an Airbus A300-600 (AB6)** for the duration that that Aircraft is Parked at the Airport.

Technical Wash Charge

Each **Aircraft Operator** shall pay to LLA a "technical wash charge" for each Technical Wash of its Aircraft undertaken at the Airport, calculated as follows:

£248.62 if that Technical Wash is an **Authorised Technical Wash**;

or **£1,241.65** if that Technical Wash is an **Unauthorised Technical Wash**

Non-Allocated Slot Charge

Each **Aircraft Operator** shall pay to LLA a "non-allocated slot charge" for each of its Aircraft which undertakes a Flight to the Airport, without a Slot for that Aircraft to Land at the Airport having first been allocated by ACL to that Aircraft Operator prior to that Flight commencing ("**Non-Allocated Slot Movement**"), calculated as follows:

£5,000 for the first Non-Allocated Slot Movement between the hours of 07:01 to 22:59 (Local Time) in any 12 month period undertaken by that Aircraft Operator;

£10,000 for the second and each subsequent Non-Allocated Slot Movement between the hours of 07:01 to 22:59 (Local Time) in any 12 month period undertaken by that Aircraft Operator;

£10,000 for the first Non-Allocated Slot Movement between the hours of 23:00 to 07:00 (Local Time) in any 12 month period undertaken by that Aircraft Operator; and

£20,000 for the second and each subsequent Non-Allocated Slot Movement between the hours of 23:00 to 07:00 (Local Time) in any 12 month period undertaken by that Aircraft Operator.

3. Aircraft Charges
All Aircraft – Additional Charges

Out of Schedule Landing Charge

Each **Aircraft Operator** shall pay to LLA an "out of schedule landing charge" for each of its Aircraft which undertakes a Flight to the Airport, if ACL originally allocated a Slot to that Aircraft Operator for that Aircraft to Land at the Airport between the hours of 06:00 to 23:29 (**"Allocated Day Slot"**), and the Landing in connection with the use of that Slot occurs between the hours of 23:30 and 5:59 (**"Out of Schedule Landing"**), calculated as follows:

£10,000 for the first Out of Schedule Landing in any 12 month period undertaken by that Aircraft Operator; and

£20,000 for the second and each subsequent Out of Schedule Landing in any 12 month period undertaken by that Aircraft Operator;

provided that no Out of Schedule Landing Charge shall be payable in respect of an Out of Schedule Landing if:

a) the Out of Schedule Landing is undertaken by a CA Aircraft carrying Passengers and occurs 24 hours or less after the relevant Allocated Day Slot occurs; or
b) the Out of Schedule Landing is undertaken by a GA Aircraft (or a CA Aircraft not carrying Passengers) and occurs 2 hours or less after the relevant Allocated Day Slot occurs.

Check-in Desk Charge

Each **Groundhandler** shall pay to LLA a "check-in desk charge" in connection with its operations at the Airport, calculated as follows:

£0.391 per Departing Passenger Carried by each CA Client of that Groundhandler;

excluding any Departing Passenger carried by a CA Client of that Groundhandler with which LLA has a separate agreement for billing check in desk charges (as confirmed by LLA in writing to that Groundhandler from time to time).

Use of Infrastructure Charge

Each **Groundhandler** shall pay to LLA a "use of infrastructure charge" in connection with its operations at the Airport, calculated as follows:

£0.0760 per Arriving Passenger and per Departing Passenger Carried by each CA Client of that Groundhandler **plus**

£48.40 for each Landing and each Take-off undertaken **by each CA Client and each GA Client of that Groundhandler** (except in respect of such Aircraft which are undertaking a Landing or Take-Off without carrying Passengers or Cargo, for the purposes of positioning such Aircraft for scheduled maintenance or undertaking another scheduled flight);

provided that the applicable Use of Infrastructure Charge shall be **reduced by 70%** if that Infrastructure Charge is incurred by a Groundhandler at any time **during the period commencing on 1 January 2026 and ending on 31 December 2026**.

Groundhandler Cargo Charge

Each **Groundhandler** shall pay to LLA a "groundhandler cargo charge" in connection with its operations at the Airport, calculated as follows:

£0.765 per tonne of Cargo loaded or unloaded at the Airport by that Groundhandler from an Aircraft which is operated by a CA Client of that Groundhandler.

Groundhandler Support Charge

Each **Groundhandler** shall pay to LLA a "groundhandler support charge" in respect of LLA's provision of Groundhandler Support (except for Marshalling Support) to that Groundhandler, calculated as follows:

£52 per Chargeable Support Hour, subject to a daily **minimum charge of five Chargeable Support Hours per member of Support Staff** who is assigned by LLA to provide Groundhandler Support to that relevant Groundhandler.

Common User Terminal Charge ("CUTE Charge")

Each **Groundhandler** shall pay to LLA a "common user terminal charge (CUTE Charge)" in connection with its operations at the Airport, calculated as follows:

£0.058 per Departing Passenger Carried by each CA Client of that Groundhandler.

Reporting Administration Charge

Each **Groundhandler** shall pay to LLA a "reporting administration charge" for each Reporting Failure committed by that Groundhandler, calculated as follows:
£150 for each such Reporting Failure.

3. Aircraft Charges
All Aircraft – Additional Charges

Marshalling Support Charge

Each **Groundhandler** shall pay to LLA a "marshalling support charges" in respect of LLA's provision of Marshalling Support to that Groundhandler, calculated as follows:

£152 for each Aircraft Marshalled by LLA;

except that **no marshalling support charge** shall be payable by a Groundhandler in respect of an Aircraft Marshalled by LLA, if:

a) that **Aircraft arrived at the Airport more than 25 minutes earlier or later than scheduled** in the relevant Flight Schedule; or

b) the **total number of that Groundhandler's Client Flights** which departed, or arrived at, the Airport in the **30 minutes before and after that Aircraft** arrived at the Airport (the "**Combined Period**") was **two or more over the total number of that Groundhandler's Client Flights scheduled to arrive or depart** the Airport during that Combined Period in the relevant Flight Schedule; and

the **Groundhandler has used its reasonable endeavours to avoid the need for such Marshalling.**

EGSE Electricity Usage Charge

Each **Groundhandler** shall pay to LLA an "EGSE Electricity Usage Charge" in respect of LLA's provision of electricity to the Pooling Provider, which is in turn utilised by that Groundhandler in the course of its use of EGSE, calculated at such rates as LLA specifies from time to time.

4. Operational Charges

Refueller Spillage Charge

Each **Operator** shall pay to LLA a "refueller spillage charge" in respect of the spillage of a Contaminant by that Operator on to any part of the Airport, calculated as follows:

all **costs, loss or damage incurred or suffered by LLA** (including in respect of clean up, repair of damage and any regulatory fines or third party claims) in connection with that spillage; **plus**

£6,000 if such spillage is not reported to LLA in accordance with the Contaminant reporting procedure set out in the Mandatory Policies; **plus**

£6,000 if such spillage occurs in connection with that Operator fueling an Aircraft, and LLA reasonably determines that that Aircraft was fueled **in excess of its maximum fueling capacity** and the spilled Contaminant was **not wholly contained using a suitable fuel spillage capture kit**.

Aircraft Operator Spillage Charge

Each **Aircraft Operator** shall pay to LLA an "aircraft operator spillage charge" in respect of the spillage of a Contaminant by a Refueller on to any part of the Airport in the course of that Refueller fueling one of that Aircraft Operator's Aircraft, calculated as follows:

£6,000 per spillage if:

a) that **Aircraft was fueled above its maximum fueling capacity** and the spilled **Contaminant was not wholly contained using a suitable fuel spillage capture kit**; and

b) LLA reasonably determines that the **Aircraft was fueled in excess of its maximum fueling capacity** in whole or in part **due to the instructions (or lack thereof)** given by the **Aircraft Operator to the Refueller**.

FBO Spillage Charge

Each **FBO** shall pay to LLA an "FBO spillage charge" in respect of the spillage of a Contaminant by a Refueller on to any part of the Airport in the course of that Refueller fueling one of that FBO's GA Client's Aircraft, calculated as follows:

£6,000 per spillage if:

a) that **Aircraft was fueled above its maximum fueling capacity** and a suitable **fuel spillage capture kit was not adequately deployed** by the FBO to contain the Contaminant;

b) a Contaminant has previously been spilled from the Aircraft (or that type of Aircraft) at the Airport; and

c) LLA reasonably determines that the **Aircraft was fueled in excess of its maximum fueling capacity** in whole or in part **due to the instructions (or lack thereof)** given by the **Aircraft Operator of that Aircraft to that Refueller**.

Staff Supply Charge

Each **Operator** shall pay to LLA a "staff supply charge" in respect of LLA's provision of Operational Support to that Operator, calculated as follows:

£625.09 for the first hour (or part thereof) during which LLA provides a **director** to assist with the Activities of that Operator and **£1250.18 for each subsequent hour (or part thereof)**;

£309.71 for the first hour (or part thereof) during which LLA provides a **manager** to assist with the Activities of that Operator and **£619.41 for each subsequent hour (or part thereof)**;

£241.51 per hour (or part thereof) during which LLA provides a **supervisor** to assist with the Activities of that Operator (**subject to a minimum charge of 5 hours,** unless LLA specifies that the provision of such staff is necessary on its own initiative); **and**

£120.76 per hour (or part thereof) during which LLA provides **any other staff** to assist with the Activities of that Operator (subject to a **minimum charge of 5 hours,** unless LLA specifies that the provision of such staff is necessary on its own initiative);

provided that no such staff supply charges shall be payable by a Groundhandler to LLA in respect of the provision of Operational Support which is Groundhandler Support (which shall instead be payable by such Groundhandler to LLA in accordance with the provisions in respect of "Groundhandler Support Charges" set out in these CCU, and prior to that date, in accordance with the terms of each Operator Agreement in place between LLA and that Groundhandler).

4. Operational Charges

Forklift Truck Charge

Each **Operator** shall pay to LLA a "forklift truck charge" in respect of LLA's provision of Forklift Truck Services to that Operator, calculated as follows:

£109.38 per hour (or part thereof) for the provision by LLA to that Operator of a **small sized forklift truck** (with a loading capacity of up to, but not including, 3 metric tonnes) **and a driver** to undertake such Forklift Truck Services and

£163.44 per hour (or part thereof) for the provision by LLA to that Operator of a **medium sized forklift truck** (with a loading capacity of up to, but not including, 5 metric tonnes) **and a driver** to undertake such Forklift Truck Services.

CTA Access Charge

Each **Coach Operator** shall pay to LLA a "CTA access charge" in respect of its use of the CTA, calculated as follows:

£1.93 per Coach Movement undertaken by a Coach (operated by that Coach Operator).

5. Training Charges

Fire Service Training Charge

Each **Operator** shall pay to LLA a "fire service training charge" in respect of the provision of training by LLA's "Fire Service" to that Operator's Personnel, calculated as follows:

£101.84 per Participant of the **"Manual Handling" course;**

£113.15 per Participant of the **"Fire Wardens" course;**

£113.15 per Participant of the **"Hot Works" course;**

£74.17 per Participant of the **"AED" course;**

£155.90 per Participant of the **"First Aid 1 Day" course;**

£421.17 per Participant of the **"First Aid 3 Day" course;**

£264.02 per Participant of the **"First Aid at Work Revalidation (2 Day)" course;**

£2,144.82 per Participant of the **"Compartmental Fire Behaviour Training" course;**

£147.64 per Participant of the **"Airline Training"** course (**subject to a minimum of 4 course Participants**);

£2,251.69 per Participant of the **"External Fire Fighting" day course**; and

£1,470.95 per Participant of the **"External Fire Fighting" half day course.**

6. Noise & Track Violation Charges

Noise Limit Violation Charge

Each **Aircraft Operator** shall pay to LLA a "noise limit violation charge" for each of its Aircraft (undertaking a Flight) which breaches an applicable noise violation limit stated below, calculated as follows:

£1,250 per applicable Aircraft recorded at a Noise Monitoring Station as **louder than** the day time noise violation limit of **79 decibels between the hours or 07:01 and 22:59** (Local Time); and

£2,250 per applicable Aircraft recorded at a Noise Monitoring Station as **louder than** the night time noise violation limit of **78 decibels between the hours or 23.00 and 07:00** (Local Time).

Noise limit violation charges are paid by LLA into the LLA Community Trust Fund. For more details please visit http://www.london-luton.co.uk/corporate/community/community-trust-fund.

Track Violation Charge

Each **Aircraft Operator** shall pay to LLA a "track violation charge" for each of its Aircraft (undertaking a Flight) which commits a Track Violation, calculated as follows:

£1,250 per applicable Aircraft determined by LLA to have caused a **Track Violation between the hours of 07:01 and 22:59** (Local Time); and

£2,250 per applicable Aircraft determined by LLA to have caused a **Track Violation between the hours of 23:00 to 07:00** (Local Time).

Track violation charges are paid by LLA into the LLA Community Trust Fund. For more details please visit http://www.london-luton.co.uk/corporate/community/community-trust-fund.

7. Security Compliance Charges

Security Compliance Charge

Each **Operator** shall pay to LLA a "security compliance charge" in respect of that Operator's breach of a Security Requirement, calculated as follows (in each 12 month period specified by LLA from time to time):

£0.00 for the **first Minor Deficiency** breach by that Operator in that period;

£250 for each of the **second and third Minor Deficiency** breach by that Operator in that period;

£500 for each of the **fourth and each subsequent Minor Deficiency** breach by that Operator in that period;

£500 for each of the **first, second and third Serious Deficiency** breach by that Operator in that period;

£2,500 for the fourth and each subsequent Serious Deficiency breach by that Operator in that period;

£5,000 for each of the first, second and third Deficiency Notice breach by that Operator in that period in connection with a failure to keep secure any Security Restricted Area or any boundary between Airside and Landside;

£10,000 for each of the fourth and each subsequent Deficiency Notice breach by that Operator in that period in connection with a failure to keep secure any Security Restricted Area or any boundary between Airside and Landside a;

£5,000 for the first Deficiency Notice breach by that Operator in that period in connection with the misdirection of Arriving Passengers to, or within, the Arrival Area; and

£10,000 for each of the second and each subsequent Deficiency Notice breach by that Operator in that period in connection with the misdirection of Arriving Passengers to, or within, the Arrival Area.

Aviation Security Services Charge

Each **Operator** shall pay to LLA an "aviation security services charge" in respect of LLA's provision of access control services training and other ad hoc aviation security services requested by, and provided to, that Operator (including aviation security training), calculated as follows:

£114 per member of that Operator's Personnel undertaking a "**National X-Ray Competency Test**" administered by LLA; and

for all other such services, at such rates as are specified by LLA from time to time to that Operator (including in respect of aviation security training).

8. Passes & Permit Charges

Airport ID Charges

Each **Operator** shall pay to LLA "airport ID charges" in connection with each ID Pass issued by LLA to that Operator's Personnel, calculated as follows:

£127.86 from 1 January 2026 to 28 February 2026, and £131.06 from 1 March 2026, for each **"full airport" ID Pass** issued to a member of that Operator's Personnel;

£22.76 from 1 January 2026 to 28 February 2026, and £23.33 from 1 March 2026 for each **"1-7 day temporary (visitor)" ID Pass** issued to a member of that Operator's Personnel;

£90.21 from 1 January 2026 to 28 February 2026, and £92.47 from 1 March 2026, for each **"1-60 day temporary (employment)" ID Pass** issued to a member of that Operator's Personnel;

£90.21 from 1 January 2026 to 28 February 2026, and £92.47 from 1 March 2026, for each **30 day extension to a "1-60 day temporary (employment)" ID Pass** issued to a member of that Operator's Personnel;

£45.26 from 1 January 2026 to 28 February 2026, and £46.39 from 1 March 2026, for each **"landside" ID Pass** issued to a member of that Operator's Personnel;

£116.17 from 1 January 2026 to 28 February 2026, and £119.07 from 1 March 2026, for each **renewal of a "full airport" ID Pass** (following expiry of such pass) for a member of that Operator's Personnel; and

£45.26 from 1 January 2026 to 28 February 2026, and £46.39 from 1 March 2026 for each **re-issue of a "full airport" ID Pass or a "landside" ID Pass** (if such ID Pass is faulty or to amend the details on such ID Pass) to a member of that Operator's Personnel;

plus;

£11.36 for each **Accreditation Check** undertaken in connection with the application for each such ID Pass;

£214 for each such **ID Pass not returned** to LLA by that Operator on the applicable Return Date; and

£105.13 for each such **ID Pass which is a replacement for a lost or stolen ID Pass** issued to a member of that Operator's Personnel (provided that if a replacement for a lost or stolen ID Pass is required to be issued to the same member of that Operator's Personnel on any subsequent occasion, such charge will increase to **£186.07 for the second replacement ID Pass** and **£279.10 for the third and each subsequent replacement ID Pass**).

Tools of the Trade Permit Charge

Each **Operator** shall pay to LLA a "tools of the trade permit charge" for each "tools of the trade permit" issued by LLA to that Operator's Personnel, calculated as follows:

£29.83 for each such **"tools of the trade permit"** issued to a member of that Operator's Personnel.

Airside Vehicle Permit Charges

Each **Operator** shall pay to LLA "airside vehicle permit charges" in connection with each "airside vehicle permit" issued by LLA to that Operator, calculated as follows:

£754.41 for the first such "airside vehicle permit" issued by LLA to that Operator in respect that Operator's Vehicles;

£163.44 for the second and each subsequent such "airside vehicle permit" issued by LLA to that Operator in respect of that Operator's Vehicles; and

£110.82 for each such "airside vehicle permit" issued by LLA to that Operator in respect of each trailer to be towed by that Operator's Vehicles.

Staff Car Parking Charge

Each **Operator** shall pay to LLA "staff car parking charges" in connection with each car park disc and car park swipe issued by LLA to that Operator, or a

9. Staff Car Parking Charges

member of that Operator's Personnel, calculated as follows:

£3,710.06 for each **"Executive Car Park " car park disc** issued to that Operator or a member of that Operator's Personnel;

£1,247.16 for each **"Car Park B" car park disc** issued to that Operator or a member of that Operator's Personnel;

£1,757.59 for each **"Executive Car Park – Car Share" car park disc** issued to that Operator or a member of that Operator's Personnel;

£585.86 for each **"Car Park B – Car Share" car park disc** issued to that Operator or a member of that Operator's Personnel;

£186.07 for each **replacement "Car Park Swipe"** issued to that Operator or a member of that Operator's Personnel;

£186.07 for each **non-returned "Car Park Swipe"** issued to that Operator or a member of that Operator's Personnel, which is not returned to LLA's ID Centre on its expiry date, or on the date requested by LLA from time to time;

£71.03 for each **replacement "Car Park Disc"** issued to that Operator or a member of that Operator's Personnel;

£71.03 for each **amendment and re-issue of a "Car Park Disc"** issued to that Operator or a member of that Operator's Personnel; and

£71.03 for each **non-returned "Car Park Disc"** issued to that Operator or a member of that Operator's Personnel, which is not returned to LLA's ID Centre within 30 days following its expiry date, or on the date requested by LLA from time to time;

provided that, at LLA's discretion, if a car park disc is purchased by the relevant Operator part way through a calendar year, the applicable charge set out above may be reduced on a pro rata basis in proportion to the expired period during that calendar year (rounded down to the nearest whole month).

10. Cargo Centre Charges

Content of Cargo Centre Charges	Page
Export Charges	
Export Processing and Handling Charges	26
Amendment to AWB Charges	26
Dangerous Goods Check Charges	26
Security Screening Charges	26
Export Storage Charges	26
Import Charges	27
Import Processing and Handling Charges	27
Transhipments Import Processing and Handling Charges	27
Import Storage Charges	27
Transhipment Import Storage Charges	27

	Page
Additional Charges	
Live Animal Charge	28
Presentation of Documentation Charge	28
Air Waybill Charge	28
Data Entry Charges	28
Labelling Charge	28
Out of Hours in-flight Supplies Screening Charge	28
Special Handling Charge	28
Post Flight Information Charge	28
Imported Aircraft Charge	28
Charges Collect Fee	28

10. Cargo Centre Charges
Export Charges

Export Processing and Handling Charges

Each **Cargo Operator** shall pay to LLA "export processing and handling charges" in connection with that Operator's Cargo which is Delivered for Export by or on behalf of that Cargo Operator, calculated as follows:

£.0.187 per kilogram of Chargeable Weight of Loose Cargo of such Cargo, subject to a **minimum charge of £36.93 per AWB** which is applicable to such Cargo;

£87.65 per Main Deck ULD of Unitised Cargo of such Cargo; and

£44.61 per Lower Deck ULD of Unitised Cargo of such Cargo;

and, for the avoidance of doubt, if the relevant Cargo is not Exported for any reason, such charges shall remain payable by the relevant Cargo Operator to LLA.

Export Storage Charges

Each **Cargo Operator** shall pay to LLA "export storage charges" in connection with the storage of that Operator's Cargo which is Delivered for Export by or on behalf of that Cargo Operator, calculated as follows:

FOC for the first 48 hours of LLA storing such Cargo; and **thereafter**

£0.187 per kilogram of Chargeable Weight of such Cargo **per day**, subject to a **minimum charge of £24.46 per AWB** which is applicable to such Cargo **per day**;

provided that each FOC period referenced above shall commence once LLA has entered the details of the storage of such Cargo into its cargo data inventory system.

Dangerous Goods Check Charges

Each **Cargo Operator** shall pay to LLA "dangerous goods check charges" in connection with the Operator's Cargo which contains Dangerous Goods and is Delivered for Export by or on behalf of that Cargo Operator, calculated as follows:

£72.46 for the first 10 UN Numbers checked and noted on the DGD applicable to such Cargo;

£3.38 for each additional UN Number (in excess of 10 UN Numbers) checked and noted on the DGD applicable to such Cargo;

£3.38 for each Piece of Dangerous Goods (in excess of 10 Pieces of Dangerous Goods) checked and noted on the DGD applicable to such Cargo; and

£153.38 for each AWB applicable to such Cargo, without a correct DGD;

and, for the avoidance of doubt, if the relevant Cargo is not Exported for any reason, such charges shall remain payable by the relevant Cargo Operator to LLA.

Amendment to AWB Charges

Each **Cargo Operator** shall pay to LLA "amendment to AWB charges" for each AWB which LLA amends at the request of the Cargo Operator, calculated as follows:

£79.99 for each AWB which LLA amends at the request of that Cargo Operator **prior to the Departure of the Aircraft** undertaking the relevant Exporting Flight; and

£159.96 for each AWB which LLA amends at the request of that Cargo Operator **following the Departure of the Aircraft** undertaking the relevant Exporting Flight.

Security Screening Charges

Each **Cargo Operator** shall pay to LLA "security screening charges" in connection with that Operator's Insecure Cargo which is Delivered for Export by or on behalf of that Cargo Operator, calculated as follows:

£0.171 per kilogram of Chargeable Weight of such Insecure Cargo which undergoes one Screening Process, subject to a minimum charge of **£24.46 per AWB which is applicable to such Insecure Cargo; plus an additional**

£0.171 per kilogram of Chargeable Weight of such Insecure Cargo which undergoes two or more Screening Processes, subject to a minimum charge of **£85.23 per AWB which is applicable to such Insecure Cargo;**

and, for the avoidance of doubt, if the relevant Cargo is not Exported for any reason, such charges shall remain payable by the relevant Cargo Operator to LLA.

10. Cargo Centre Charges
Import Charges

Import Processing and Handling Charges

Each **Cargo Agent** shall pay to LLA "import processing and handling charges" in connection with Cargo which is Imported by a Cargo Operator on behalf of that Cargo Agent, calculated as follows:

£0.271 per kilogram of Chargeable Weight of such Cargo which is **Loose Cargo**, subject to a **minimum charge of £65.67 per AWB** which is applicable to such Cargo; and

£0.187 per kilogram of Chargeable Weight of such Cargo which is **Unitised Cargo**, subject to a **minimum charge of £65.67 per AWB** which is applicable to such Cargo;

provided that such import processing and handling charges shall not apply to Transhipment Cargo (which shall be charged in accordance with the Transhipments Import Processing and Handling Charges set out below).

Transhipment Import Processing and Handling Charges

Each **Cargo Operator** shall pay to LLA "transhipment import and processing and handling charges" in connection with Transhipment Cargo which is Imported by that Cargo Operator, calculated as follows:

£0.187 per kilogram of Chargeable Weight of such Transhipment Cargo which is **Loose Cargo**, subject to a **minimum charge of £65.67 per AWB** which is applicable to such Transhipment Cargo; and

£0.157 per kilogram of Chargeable Weight of such Transhipment Cargo which is **Unitised Cargo**, subject to a **minimum charge of £65.67 per AWB** which is applicable to such Transhipment Cargo.

Import Storage Charges

Each **Cargo Agent** shall pay to LLA "import storage charges" in connection with the storage of Cargo which is Imported by a Cargo Operator on behalf of that Cargo Agent, calculated as follows:

FOC for the first 48 hours of LLA storing such Cargo, and **thereafter**;

£0.157 per kilogram of Chargeable Weight of such Cargo **per day**, subject to a **minimum charge of £24.46 per AWB** which is applicable to such Cargo **per day**;

provided that:

a) the import storage charges for such Cargo which contains only **Personal Effects** shall be **FOC for the first 96 hours** of LLA storing such Cargo, and thereafter; **£0.141 per kilogram of Chargeable Weight** of such Cargo **per day**, subject to a **minimum charge of £22.10 per AWB** applicable to such Cargo per day;

b) each FOC period referenced above shall commence on 23:59 on the day the relevant Cargo is Imported; and

c) such import storage charges shall not apply to Transhipment Cargo (which shall be charged in accordance with the Transhipments Import Storage Charges set out below).

Transhipment Import Storage Charges

Each **Cargo Operator** shall pay to LLA "transhipment import storage charges" in connection with storage of Transhipment Cargo which is Imported by that Cargo Operator, calculated as follows:

FOC for the first 48 hours of LLA storing such Transhipment Cargo, and **thereafter**;

£0.159 per kilogram of Chargeable Weight of such Transhipment Cargo per day, subject to a **minimum charge of £25.03 per AWB** which is applicable to such Transhipment Cargo per day;

provided that each FOC period referenced above shall commence on 23:59 on the day the relevant Transhipment Cargo is Imported.

10. Cargo Centre Charges

Additional Charges

Live Animal Charge

Each **Cargo Operator** shall pay to LLA a "live animal charge" in connection with that Operator's Cargo which is Exported and contains live animals, calculated as follows:

£34.66 per AWB applicable to such Cargo.

Presentation of Documentation Charge

Each **Cargo Operator** shall pay to LLA a "presentation of documentation charge" for each document presented to Border Force by LLA at the request of that Cargo Operator, calculated as follows:

£35.65 per each such document presented to Border Force by LLA;

provided that such presentation of documentation charge shall not apply to the presentation of an AWB to Border Force (which shall be charged in accordance with the Air Waybill Charge set out below).

Air Waybill Charge

Each **Cargo Operator** shall pay to LLA a "air waybill charge" for each AWB (in respect of Cargo which is Exported by that Cargo Operator) which is processed and submitted by LLA to Border Force, calculated as follows:

£28.28 per each such AWB.

Labelling Charge

Each **Cargo Operator** shall pay to LLA "labelling charge" if that Cargo Operator requests that LLA attach a label to Cargo to be Imported or Exported by that Cargo Operator, calculated as follows:

£2.78 per such label.

Charges Collect Fee

Each **Operator** shall pay to LLA a "charges collect fee" for Cargo it seeks to collect from LLA to which a Collect Fee is specified as being payable on the applicable AWB, calculated as follows:

the **Collect Fees** applicable to such Cargo **plus 5%** subject to a **minimum charge of £4.26 per AWB** applicable to such Cargo.

Data Entry Charges

Each **Cargo Operator** shall pay to LLA "data entry charges" if that Cargo Operator requests that LLA enters the details of a HAWB or MAWB into the ICS or the details of a Transit Document into the NCTS (and provides the corresponding "movement reference number"), calculated as follows:

£4.01 for the details of each such HAWB or MAWB entered into the ICS by LLA; and

£92.33 for the details of each such Transit Document which are entered into the NCTS by LLA.

Special Handling Charge

Each **Cargo Operator** shall pay to LLA a "special handling charge" in respect of Cargo Imported or Exported by that Cargo Operator which it requests that LLA processes and handles with additional care, calculated as follows:

£273.19 per AWB applicable to such Cargo

Post Flight Information Charge

Each **Cargo Operator** shall pay to LLA a "post flight information charge" if that Cargo Operator (or an agent of that Cargo Operator) requests confirmation from LLA that one or more Pieces of Cargo has departed the Airport on an Aircraft undertaking an Exporting Flight, calculated as follows:

£6.21 per email sent by LLA in connection with such confirmation.

Imported Aircraft Charge

Each **Cargo Agent** shall pay to LLA an "imported aircraft charge" for each Imported Aircraft which is imported into the United Kingdom by an Aircraft Operator for that Cargo Agent, calculated as follows:

£0.0042 per kilogram in weight of such Imported Aircraft, subject to a **minimum charge of £37.80** and a **maximum charge of £127.72** per Imported Aircraft.

Out of Hours in-flight Supplies Screening Charges

Each **Operator** shall pay to LLA "out of hours in-flight supplies screening charges" if LLA (or a third party appointed by LLA) undertakes security screening of that Operator's goods (other than Cargo) between the hours of 16:00 and 04:00 in the Cargo Centre ("**Out of Hours Screening**"), calculated as follows:

£131.40 per hour, or part hour, of such Out of Hours Screening being undertaken subject to a **minimum charge of 2 hours per day** on which such Out of Hours Screening is undertaken.

11. IT Charges

IT Hardware Charges

Each **Operator** shall pay to LLA "IT Hardware Charges" in connection with LLA's provision of the following IT goods and services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£2,200 for the hire and setup of each **"Desktop Computer (PC)"** and **£400 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 for the hire and setup of each **"IP Telephone"** and **£250 per annum** for the provision of **Ongoing Support** in respect of the same;

£5,000 for the hire and setup of each **"Access Control Card Reader/Door Control – Single Reader"** and **£1,000 per annum** for the provision of **Ongoing Support** in respect of the same;

£6,500 for the hire and setup of each **"Access Control Card Reader/Door Control – Dual Reader"** and **£1,500 per annum** for the provision of **Ongoing Support** in respect of the same;

£1,500 per annum for the provision of **Ongoing Support** in respect **"Flight Information Display Screens",** with the charges for the hire and setup of the same to be advised in writing by LLA on request by that Operator; and

£1,500 for the hire and setup of each **"CUTE (common user terminal equipment) Workstation with monitor, keyboard and mouse"** and **£250 per annum** for the provision of **Ongoing Support** in respect of the same.

IT Software Charges

Each **Operator** shall pay to LLA "IT Software Charges" in connection with LLA's provision of the following IT software and services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£1,000 for the hire and setup of each **"LTN.aero email address and Microsoft Office Licence"** and **£350 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 for the hire and setup of each **"AMS (AODB) Client Software"** and **£275 per annum** for the provision of **Ongoing Support** in respect of the same; and

£2,500 for the hire and setup of each **"API Service to an External Third Party"** and **£500 per annum** for the provision of **Ongoing Support** in respect of the same.

IT Internet Charges

Each **Operator** shall pay to LLA "IT Internet Charges" in connection with LLA's provision of the internet services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£500 for the hire and setup of each **"Internet Connection – Default 20 Mbps Speed" per device** and **£1,200 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 for the hire and setup of each **"Internet Connection – Default 50Mbps Speed" per device** and **£2,400 per annum** for the provision of **Ongoing Support** in respect of the same; and

£500 for the hire and setup of each **"Internet Connection – Default 100Mbps Speed" per device** and **£3,600 per annum** for the provision of **Ongoing Support** in respect of the same.

11. IT Charges

IT Network Charges

Each **Operator** shall pay to LLA "IT Network Charges" in connection with LLA's provision of the following IT goods and services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£500 for the hire and setup of each **"Wireless Network Access Operator Specific SSID"** and **£600 per annum** for the provision of **Ongoing Support** in respect of the same;

£900 for the hire and setup of each **"Wireless Access Point"** and **£250 per annum** for the provision of **Ongoing Support** in respect of the same;

£250 for the hire and setup of each **"IP Subnetwork, with a /24 range of addresses"** and **£400 per annum** for the provision of **Ongoing Support** in respect of the same;

£250 for the hire and setup of each **"IP Subnetwork, with a /26 range of addresses"** and **£100 per annum** for the provision of **Ongoing Support** in respect of the same;

£250 for the hire and setup of each **"Virtual Local Area Network"** and **£200 per annum** for the provision of **Ongoing Support** in respect of the same;

£300 for the hire and setup of each **"Firewall VPN Connection"** and **£100 per annum** for the provision of **Ongoing Support** in respect of the same;

£200 for the hire and setup of each **"Dedicated Public IP"** and **£100 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 for the hire and setup of each **"BT Adva Connection, Multi Chassis Presentation"** and **£300 per annum** for the provision of **Ongoing Support** in respect of the same;

£5,250 for the hire and setup of each **"Managed Network Switch – 24 Port"** and **£1,000 per annum** for the provision of **Ongoing Support** in respect of the same; and

£9,000 for the hire and setup of each **"Managed Network Switch – 48 Port"** and **£2,000 per annum** for the provision of **Ongoing Support** in respect of the same.

IT Cabling & Infrastructure Charges

Each **Operator** shall pay to LLA "IT Cabling & Infrastructure Charges" in connection with LLA's provision of the following IT goods and services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£500 for the hire and setup of each **"CAT6A Structured Cabling" per link to existing cabling** and **£100 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 for the hire and setup of each **"CAT6A Cable & Connection to LTN LAN, within 100 meters of local IT cabinet"** and **£150 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 for the hire and setup of each **"Existing Fibre Infrastructure Connection – Multi-mode" per leg** and **£150 per annum** for the provision of **Ongoing Support** in respect of the same;

£500 per leg for the hire and setup of each **"Existing Fibre Infrastructure Connection – Single-mode"** and **£200 per annum** for the provision of **Ongoing Support** in respect of the same;

£20 per metre for the hire and setup of **"Third party cabling utilising LLA ducts"** and **£10 per annum per metre** for the provision of **Ongoing Support** in respect of the same;

£2,500 for the hire and setup of each **"1U server/switch cabinet rack space located in the main equipment room"** and **£1,000 per annum** for the provision of **Ongoing Support** in respect of the same; and

£1,000 for the hire and setup of each **"1U server/switch cabinet rack space located in a communications room"** and **£600 per annum** for the provision of **Ongoing Support** in respect of the same.

11. IT Charges

IT Radio Charges

Each **Operator** shall pay to LLA "IT Radio Charges" in connection with LLA's provision of the following IT goods and services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£250 for the hire and setup of each **"Handheld Radio"** and **£120 per annum per handheld radio** for the provision of **Ongoing Support** in respect of the same;

£0 for the hire and setup of each **"Radio Device Connection"** and **£50 per annum per connected device** for the provision of **Ongoing Support** in respect of the same;

£280 for the hire and setup of each **"Vehicle Radio"** and **£1,020 per annum** for the provision of **Ongoing Support** in respect of the same;

£4,000 for the hire and setup of each **"Ground to Air Radio PC and Software"** and **£660 per annum** for the provision of **Ongoing Support** in respect of the same;

£1,500 for the hire and setup of each **"Private Radio Infrastructure Trunk"** and **£280 per annum** for the provision of **Ongoing Support** in respect of the same; and

£1,200 for the hire and setup of each **"Turbonet Dispatcher (Software Licence)"** and **£650 per annum** for the provision of **Ongoing Support** in respect of the same.

IT Labour Charges

Each **Operator** shall pay to LLA "IT Labour Charges" in connection with LLA's provision of the following IT services to that Operator, or a member of that Operator's Personnel, calculated as follows:

£250 for the provision of an **"Escort" per hour** to escort persons on behalf of that Operator for purposes in connection with IT infrastructure, equipment or software;

£1,000 for the provision of an **"IT Consultant" per day** for consultancy services in connection with IT infrastructure, equipment or software;

£550 for the provision of an **"Infrastructure Technician" per half day** and **£1.000 per day** for technical assistance in connection with IT infrastructure, equipment or software; and

£1,000 for the provision of an **"IT Project Manager" per day** for project management services in connection with IT infrastructure, equipment or software;

provided that a "half day" shall be deemed to be 4 hours or less, and "day" shall be deemed to be 8 hours or less (unless a "half day" rate is specified for the same service, in which case a day shall be deemed to be any period greater than a "half day" and equal to or less than 8 hours).

IT Variable Charges

Each **Operator** shall pay to LLA "IT variable charges" in connection with the hire of, and provision of Ongoing Support in respect of, all other IT goods and services which are not listed in the IT Charges set out in this CCU, and which are supplied to that Operator by LLA, or a member of that Operator's Personnel, from time to time, at **such rates as LLA may specify in writing from time to time (which are available on request by that Operator)**, which shall include (but is not limited to):

Access Control Interface to Fire Alarm System, **CCTV Standard Fixed Cameras**, **CCTV PTZ Cameras (Pan, Tilt, Zoom)**, **CUTE System Peripherals** (including **Boarding Pass Printer**, **Bag Tag Printer**, **Barcode Scanner and Passport Reader**), **Firewall Configuration**, **Intercom System**, new **Structured Cabling** installations (**Ethernet** and **Fibre**), **Radio Accessories**, **Radio Chargers**, and **Servers.**

12. LLA Excellence Academy Charges

Room Hire Charges

Each **Operator** shall pay to LLA "Room Hire Charges" in connection with LLA's hire of the following size of room in the LLA Excellence Academy to that Operator, or a member of that Operator's Personnel, calculated as follows:

£250 per day for the hire of a room which can accommodate **up to 16 attendees**, reduced to **£225 per day** if one or more of the Operator's Personnel are ID Pass Holders;

£300 per day for the hire of a room which can accommodate **up to 24 attendees**, reduced to **£250 per day** if one or more of the Operator's Personnel are ID Pass Holders;

£450 per day for the hire of a room which can accommodate **up to 32 attendees**, reduced to **£405 per day** if one or more of the Operator's Personnel are ID Pass Holders;

£540 per day for the hire of a room which can accommodate **up to 48 attendees**, reduced to **£450 per day** if one or more of the Operator's Personnel are ID Pass Holders; and

£810 per day for the hire of a room which can accommodate **up to 72 attendees**, reduced to **£675 per day** if one or more of the Operator's Personnel are ID Pass Holders;

provided that may agree to a pro rata reduction of the above rates for bookings of half a day (being 4 hours or less).

13. Terms of Use

1. Definitions and Interpretation

1.1. Definition of Terms

In these CCU the following expressions have the following meanings:

Access Agreement has the meaning set out in clause 5.9.2

Access Point means an entry and/or exit point between an Airside and Landside location at the Airport;

Accreditation Check means an accreditation check undertaken by the United Kingdom Vetting Service in connection with an application for an ID Pass from time to time;

ACL means Airport Coordination Limited (company number 02603583);

Activities means:

a. all activities or operations carried on by the relevant person at the Airport from time to time (including operating Flights, maneuvering and parking Aircraft, providing Groundhandling Services, operating concessions, providing motor transport services to third parties, providing any other goods or services to any third party at the Airport or attending the Airport for the purposes of being supplied goods or services by LLA or a third party (including training or room hire));

b. all activities undertaken by the relevant person (whether or not at the Airport) in connection with the performance of an Operator Agreement; and

c. the supply of goods and/or services by the relevant person to LLA (whether or not at the Airport) from time to time;

Ad-Hoc Flight means a one-off Flight being undertaken by an Aircraft Operator's Aircraft which that Aircraft Operator does not intend to repeat with any scheduled frequency;

Aerodrome Manual means the aerodrome manual applicable to airside operations at the Airport issued and updated by LLA from time to time;

AirDat means Airside Data & Training Ltd (Company No. 05789366);

Aircraft means each aircraft undertaking one or more Movements, or otherwise situated at the Airport from time to time;

Aircraft Charges means the Charges set out in Section 2 (Aircraft Charges) and Section 10 (Cargo Centre Charges);

Aircraft Operator means the Operator who arranges, manages or operates the relevant Flight, and any other operations of the relevant Aircraft which has undertaken, or will undertake, such Flight (including each GA Operator, commercial Aircraft Operator, Cargo Operator, aerial work operator and charter flight operator);

Aircraft Operator Services means the services offered by the relevant Aircraft Operator to Passengers at the Airport in connection with the relevant Flight;

Aircraft Relocation has the meaning set out in clause 18.26;

Aircraft Removal has the meaning set out in clause 20.1.2.1;

Airport means London Luton Airport (including all grounds, facilities, access routes and amenities) and all land or premises within the vicinity that are owned or leased by LLA or LLA's Group and where the context allows;

Airport Byelaws means the London Luton Airport Byelaws dated July 2025;

Airport Infrastructure means the structure of any buildings within the Airport and the systems and utilities which serve such buildings (including, but not limited to, all electrical, air handling, fire, data, water, gas and waste systems);

Airport Common Infrastructure the common areas and facilities at the Airport designated by LLA from time to time as being available to each Operator for use in the course of that Operator's Activities, excluding:

a. any premises let to or exclusively allocated to a third party (unless otherwise designated by LLA for operational use by that Operator); or

b. any of that Operator's Leased Areas;

Airport ID Centre means LLA's "ID centre" at the Airport;

Airport Official means a person designated by LLA from time to time as an airport official to support the operation, security and/or safety of the Airport (including all Personnel of ATC, Border Force, the police, the armed forces, security services, APCOA Parking (UK) Limited and any third party we have authorised to implement security arrangements in part of the Airport from time to time);

Airport Operations Control Centre means LLA's "operations centre" at the Airport;

Airport Services means any services, goods, Utilities or Facilities provided by LLA (or any person acting on behalf of LLA) to the relevant Operator from time to time (whether or not provided in accordance with a separate Operator Agreement), including:

a. the use of Airport infrastructure for the purpose of Take-off, Landing, Parking, storing or maintaining Aircraft;

b. the provision of services (including waste collection, training, cargo groundhandling, storage and processing services and IT services, service equipment and software), goods, storage, infrastructure or facilities (including room hire) at the Airport to the relevant Operator, the relevant Operator's Personnel or in connection with any of that Operator's Aircraft; or

c. the provision of goods or services to the relevant Operator outside of the Airport (including the hire of equipment or rooms, sale of goods, the sale of the Operator's goods and/or services by LLA as sales agent, the provision of IT goods and services, or provision of training services);

Airside means that part of the Airport within the Security Perimeter;

Airside Driving Permit means a permit issued by LLA to a Worker to drive certain specified vehicles in certain specified locations Airside (as specified in accordance with the "Airside Driver Permit" operations safety instruction issued and updated by LLA from time to time);

Airside Operator means an Operator which undertakes some or all of its Activities in an external Airside location;

Airside Vehicle Operator means an Operator whose Workers drive Vehicles in Airside

13. Terms of Use

locations at the Airport;

Airside Safety Programme means the meetings and initiatives instigated by LLA in connection with improving the safety of operations conducted Airside by Airside Operators at the Airport (including, but not limited to LLA's "Safety Leaders Programme" and the "Safety Stack" initiative);

Ancillary Area means a part of the Airport (excluding any Retail Unit or Leased Area) which is specifically identified and licenced to the relevant Operator (as set out in a relevant Operator Agreement) for its use in connection with its Activities, including all ancillary concession areas, ancillary work space, office, storage, work or retail space, seating or dining areas or other facilities;

Ancillary Area Charges means the charges payable by the relevant Operator to LLA from time to time in respect of its Ancillary Areas (as set out in a relevant Operator Agreement, including all "ancillary area charges", "ancillary work space charges" and "ancillary concession area charges" as defined in such Operator Agreement, or if not so set out, as otherwise specified in writing by LLA to the Operator from time to time);

Allocation Period means the period during which the relevant Ancillary Area is allocated to the relevant Operator (as set out in the relevant Operator Agreement, or if not, as specified by LLA from time to time in writing to that Operator);

Alteration Works means any fit out, construction, installation, repair, alteration, refurbishment or strip out works undertaken by, or on behalf of, the relevant Operator within or to any part of an Ancillary Area or Retail Unit (which shall include all material changes to the 'look and feel' of such Ancillary Area or Retail Unit and the installation or removal of Fixtures and Fittings) or any other part of the Airport;

AODB means LLA's "Airport Operational Database" in which operational data in connection with Aircraft arriving and departing the Airport is compiled from time to time;

Applicable Laws means all relevant laws, statutes, regulations, rules, guidelines, codes and other subordinate legislation from time to time issued or in force (including those issued by the Civil Aviation Authority, the Department for Transport, HM Revenue and Customs (including Border Force) and of any other relevant regulatory authority or government department that has responsibility for airport safety, security or operations);

Appointed Groundhandler: means in relation to the relevant Aircraft Operator, either:

a. the Groundhandler contracted by that Aircraft Operator to provide all Groundhandling Services to that Aircraft Operator in connection with its Aircraft at the Airport; or
b. that Aircraft Operator, if it has in place an Operator Agreement with LLA permitting it to undertake all Groundhandling Services itself in connection with the operation of its Aircraft at the Airport;

Approach means an Aircraft approaching the Airport for the purpose of Landing (whether or not such Landing takes place), which results in ATC equipment, navigational aids, lighting or resources being utilised (as determined at the discretion of ATC) (and **Approaching** shall be construed accordingly);

Approved Disposal Provider means the Operator (or Operators) approved by LLA from time to time to undertake the collection, storage and disposal of de-icing fluid (including glycol) used to de-ice Aircraft at the Airport;

Approved Utilities Provider means either LLA or the Operator (or Operators) approved by LLA from time to time to undertake the provision of some or all Utilities at the Airport;

Approved Waste Collector means the Operator or Operators approved by LLA from time to time to undertake the collection, storage and disposal of Operator Waste at the Airport;

Apron means the external Airside part of the Airport which is designated by LLA from time to time for purpose of loading or unloading Passengers or Cargo, on or from, Aircraft, refueling Aircraft, parking Aircraft (in a stationary position) or the maintenance of Aircraft;

Arrival Area means:

a. in respect of the Public Terminal, the arrival entrance designated (by LLA from time to time) for the use of the relevant Arriving Passengers to enter the Public Terminal; and
b. in respect of a Private Terminal, the arrival entrance designated (by the relevant FBO from time to time) for the use of the relevant Arriving Passengers to enter that Private Terminal;

Arriving Flight means a Flight which Lands;

Arriving Passenger means a Passenger who arrives at the Airport on an Aircraft undertaking a Flight;

Assistance Dog means a dog trained by a Recognised Organisation to provide assistance to a disabled person or a person with reduced mobility;

Attendee means each of the relevant Operator's Workers, Subcontractors and Invitees who attend the Airport from time to time;

ATC means the person or persons providing air traffic control services at the Airport from time to time;

Authorised Escort means an ID Pass Holder who is permitted to access the relevant Security Restricted Area and Escort persons in accordance with the Security Requirements;

Authorised Technical Wash means a Technical Wash which has in advance been notified to, and approved by, the Airport Operations Control Centre;

Aviation Fuel, Lubricants and Other Products means Jet A1 fuel, Avgas, sustainable aviation fuel (SAF), aviation lubricants and allied and other hydrocarbon based products, liquefied petroleum gas, gas, electricity, hydrogen, liquefied natural gas, bio-

13. Terms of Use

fuels, any alternative or new fuels and/or lubricants, and/or any alternative or new means for the propulsion of aircraft and other aerial vehicles from time to time (whether such fuels and/or products are alone or in combination);
AWB means an air waybill or postal delivery bill (CN 38) in respect of the relevant Cargo (or such other relevant transport documentation as LLA may specify from time to time);
Baggage means the luggage items of Passengers which are carried by an Aircraft during a Flight;
Billing Information has the meaning set out in clause 18.12;
Billing Period means the period (if any) in respect of which the Ancillary Area Charges are charged in advance to the relevant Operator in accordance with the terms of the applicable Operator Agreement;
Booked Goods In has the meaning set out in clause 4.13.2;
Border Force means the government agency responsible for immigration and customs control in the United Kingdom at the then current time;
Building Consent means building regulation approval and any other permissions, consents, licences, certificates, authorisations and other approvals (whether statutory or otherwise) which may, from time to time, be required from any local or other competent authority in connection with the relevant Alteration Works;
Bus a public service vehicle (as defined in accordance with the Public Passenger Vehicles Act 1981) designed and constructed for the carriage of seated and standing passengers or such other vehicle as is designated by LLA as a "Bus" from time to time;
Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
CAA means the Civil Aviation Authority;
CA Aircraft: an Aircraft which is not a GA Aircraft;
CA Client means an Aircraft Operator (which is not a GA Client) for which the relevant Groundhandler acts as an Appointed Groundhandler;
CA Contract means the relevant agreement(s) entered into between the relevant Groundhandler and its relevant CA Client, for the Groundhandler to provide Groundhandling Services to that CA Client;
CA Next Generation Aircraft means an Aircraft which is categorised as a:

a. "A319NEO" (with IATA Type Code "31N");
b. "A320NEO" (with IATA Type Code "32N");;
c. "A321NEO" (with IATA Type Code "32Q");
d. "A330-900" (with IATA Type Code "339");
e. "737 Max 7" (with IATA Type Code "7M7");
f. "737 Max 8" (with IATA Type Code "7M8");
g. "737 Max 9" (with IATA Type Code "7M9"); or
h. "737 Max 10" (with IATA Type Code "7MJ")

CA Non-Next Generation Aircraft means an Aircraft which is not a CA Next Generation Aircraft or a GA Aircraft;
Capacity means the total number of Departing Passengers which are capable of being lawfully Carried on the relevant Aircraft (as determined at the discretion of LLA);
CAR Extensions means the following all risk insurance policy extensions:

a. coverage for defects of design, materials or workmanship resulting in property damage;
b. coverage for overtime and night work (with a limit of at least 5% of the value of the relevant Alteration Works for each and every loss and in the aggregate);
c. coverage for debris removal (with a limit of at least 10% of the value of the relevant Alteration Works for each and every loss and in the aggregate);
d. coverage for firefighting expenses (with a limit of at least 5% of the value of the relevant Alteration Works for each and every loss and in the aggregate);
e. coverage for liability to public authorities and any regulatory body (with a limit of at least 5% of the value of the relevant Alteration Works for each and every loss and in the aggregate);
f. coverage for damage to other property (with a limit of at least 15% of the value of the relevant Alteration Works for each and every loss and in the aggregate);
g. coverage for liability arising in connection with strikes, riots and civil commotion (with a limit of at least 15% of the value of the relevant Alteration Works for each and every loss and in the aggregate); and
h. coverage for liability arising in connection with terrorism (with a limit of at least 20% of the value of the relevant Alteration Works for each and every loss and in the aggregate);

CAR Minimum Coverages means coverage in respect of fire and allied perils, lightning, explosion, impact by vehicles or aircraft, negligence, vandalism, malicious acts, natural disasters and building collapse;**Cargo** means all goods (except for Baggage and Goods In) which have, or will be, carried by an Aircraft during a Flight whether for reward or not, including, but not limited to all mail, animals, engineering spares and Operator (or other) stores;
Cargo Agent means the Operator responsible for arranging the Import of the relevant Cargo (including air freight agents and individuals who arrange for the transport of Cargo for their own benefit);
Cargo Aircraft means an Aircraft which has Carried or is scheduled to Carry Cargo;
Cargo Centre means LLA's "cargo centre" located at the Airport;
Cargo Manifest means a complete and accurate manifest in respect of the Cargo being Carried on the relevant Cargo Aircraft;
Cargo Operator means an Operator of one or more Cargo Aircraft;**Carried** means the relevant Passenger or Cargo being carried on board an Aircraft undertaking a Flight, including during Take-off or Landing (and "**Carry**" and "**Carrying**" shall be construed accordingly);
CCTV Camera means a closed circuit television camera of such specification as LLA may

13. Terms of Use

specify in writing to the relevant Operator from time to time;
CCU means all sections of these Charges & Conditions of Use 2026 including the terms and conditions set out in this Section 13, as varied by LLA from time to time;
CDM Regs means the Construction (Design and Management) Regulations 2015;
Cessation Date means the later of:

i. the date on which the relevant Operator is required to end its Activities in accordance with the terms of these CCU or any applicable Operator Agreement, (or if earlier, the date on which it does end its Activities, as determined by LLA); or
j. the date on which the provision of all Airport Services by LLA to the relevant Operator are terminated in accordance with these CCU and all applicable Operator Agreements;

Chapter 2 Aircraft means an Aircraft which is categorised in accordance with Chapter 2 of Part II, Volume 1 of Annex 16 to the Convention on International Civil Aviation (and as may be specified on the Noise Certificate applicable to that Aircraft);
Chargeable Support Hour means each full or part hour worked by a member of the Support Staff to provide Groundhandler Support to the relevant Groundhandler;
Chargeable Weight means the greater of:

a. the actual weight in kilograms of the relevant Cargo;
b. the Volumetric Weight in kilograms of the relevant Cargo; or
c. the "chargeable weight" in kilograms of the relevant Cargo set out in the AWB applicable to that Cargo;

Charges means the then current Standard Tariff (subject to any express variation by any relevant Operator Agreement) and all relevant Operator Agreement Charges;
CHIEF means HM Revenue & Customs' "Customs Handling of Import and Export Freight" system (or such replacement system nominated by HM Revenue & Customs from time to time);
Client Flight: means a Flight undertaken by the Aircraft of a CA Client of the relevant Groundhandler;
Coach means a public service vehicle operated by a Coach Operator (as defined in accordance with the Public Passenger Vehicles Act 1981) designed and constructed for the carriage of seated passengers only which has a capacity exceeding 22 passengers in addition to the driver (which for avoidance of doubt, shall not include a Bus), or such other vehicle as is designated by LLA as a "Coach" from time to time;
Coach Concession means a Concession to operate Coaches within the CTA;
Coach Movement means each time a Coach enters the CTA;
Coach Operator means an Operator that has contracted with LLA for the right to operate a Coach Concession;
Collect Cargo means such Cargo (as is specified in the relevant AWB) in respect of which the carriage charges payable to the Cargo Operator (which Imports such Cargo) by a third party are to be paid to LLA (on collection of such Cargo by, or on behalf of, that third party) and thereafter paid by LLA to the relevant Cargo Operator;
Collect Fees means the "Total Collect" fees set out in the AWB applicable to the relevant Cargo, converted into pounds sterling by LLA (utilising such exchange rate calculator as LLA determines from time to time and based on a rate of exchange applied by such exchange rate calculator on the day the relevant Cargo is Imported to the Airport);
Commencement Date means the earlier of:

a. the date an Operator Agreement commences between LLA and the relevant Operator; or
b. date on which the relevant Operator commences its Activities (as determined by LLA);

Concession means a third party's operation of a commercial enterprise at the Airport in accordance with an Operator Agreement;
Concession Area means an area at the Airport which is leased or licenced to an Operator by LLA from time to time (in accordance with an Operator Agreement) in connection with the operation of a Concession;
Consolidation Centre the location or locations at the Airport designated by LLA from time to time as the "consolidation centre";
Consolidation Centre Operator means GXO Logistics UK Limited, the third party appointed to provide Consolidation Centre Services at the Airport from time to time;
Consolidation Centre Rate Card means the document prepared and updated by LLA from time to time setting out the charges payable by Operators to LLA in respect of Consolidation Centre Services;
Consolidation Centre Services means the consolidation centre services set out on the Consolidation Centre Rate Card from time to time (which may include security screening, warehousing and onward delivery of Goods In at the Airport) in accordance with the terms of these CCU;
Contact Details means the relevant person's name and at least two of that person's email address, telephone number or postal address;
Contaminant means any hazardous substances (including, without limitation, any natural or artificial substance), whether solid, liquid or gas, which alone or in combination with any other substance is capable of causing harm to a person, wildlife or is damaging to the Environment;
Contamination means the presence or accumulation of any Contaminant at, in, on, over or under the Airport or the surrounding areas;
Content means all goods, stock, furniture, equipment and items situated within the relevant Ancillary Area from time to time which are owned, leased or in the possession of the relevant Operator;

13. Terms of Use

Contractor means any contractor engaged by the relevant Operator from time to time to undertake Alteration Works on behalf of that Operator at the Airport;
Control means any time that the relevant person (including a Passenger, Customer or Invitee) is:
a. being Escorted, or required to be Escorted (in accordance with the Security Requirements), at the Airport by the relevant Operator; or
b. is present in a Vehicle, Concession Area, Aircraft or Leased Area operated by the relevant Operator;
Coordinated Airport means an airport which is designated as a "Level 3 Airport" in accordance with IATA's Worldwide Slot Guidelines;
CTA means the "central terminal area" at the Airport (as designated by LLA from time to time) utilised for the purpose of parking Coaches to drop off and pick up passengers;
Critical Operations means any Activities undertaken by the relevant Operator which LLA considers to be essential to the effective, safe or secure operation of the Airport from time to time (including all Groundhandling Services);
Customer means any actual or prospective customer of the relevant Operator who attends the Airport (whether or not that person purchases goods or services from that
Operator);
Customs Warehouse means a storage facility approved for use as a customs warehouse by HM Revenue and Customs at the then current time;
Dangerous Goods means all Cargo which is within the definition of "dangerous goods" in accordance with the "Dangerous Goods Regulations" published by IATA from time to time;
Data Protection Requirements means the prevailing Applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
Data Subject means an individual who is the subject of Personal Data;
Deficiency Notice means a breach of the Security Requirements which either:
a. results in the CAA issuing LLA with a "deficiency notice"; or
b. LLA determines would be sufficient to permit the CAA to issue LLA with a "deficiency notice";
Delivered For Export means the delivery of Cargo to the Airport by, or on behalf of, the relevant Cargo Operator for the intended purpose of Exporting such Cargo (whether or not such Export takes place);
Departing Flight means a Flight which Takes-off;
Departing Passenger means a Passenger who departs the Airport on an Aircraft undertaking a Flight, except if that Passenger:
a. is under the age of 2 years old at the point of boarding that Aircraft, and is not assigned their own separate seat on that Aircraft during the relevant Flight; or
b. arrives at the Airport on that Aircraft, remains on that Aircraft at all times whilst at the Airport, and then departs the Airport on that Aircraft;
Departure means the time and date on which the relevant Aircraft Takes-off to undertake a Flight;
Departures Briefing means the "departures briefing" document of that name issued and updated by LLA from time to time;
Departure Gate means:
a. in respect of the Public Terminal, the relevant departure gate exit designated (by LLA from time to time) for the use of Departing Passengers to leave the Public Terminal to board the relevant Aircraft; and
b. in respect of a Private Terminal, the relevant exit designated (by the relevant FBO from time to time) for the use of Departing Passengers to leave that Private Terminal for the purpose of boarding the relevant Aircraft;
Designated Operator means each Operator LLA designates from time to time as being required to use the services of an Approved Waste Collector to dispose of its Operator Waste;
DfT means the Department for Transport;
DGD means a "Shippers Declaration for Dangerous Goods" in such form as is issued by IATA at the then current time;
Delivery the transfer of physical possession of a consignment of Goods In to the Consolidation Centre Operator at the Airport by or on behalf of the relevant Operator in accordance with the provisions of these CCU (and "**Delivered**" and "**Deliver**" shall be construed accordingly);
Dimensions means the length of an aircraft and the fuselage width (measured at the longest part of that dimension) of an aircraft;
Direct Account Notification has the meaning set out in clause 3.18;
Dismiss means the relevant Operator terminating the employment or engagement of the relevant Worker (and "**Dismissal**" shall be construed accordingly);
Disqualifying Conviction means a conviction for one or more of the criminal offences which is specified by the DfT or the CAA from time to time as disqualifying an individual from obtaining, or continuing to hold, a pass permitting access to an airport in the United Kingdom;
Diverted Flight means a Flight undertaken by a Fixed Wing Aircraft which has not been allocated a Slot and which is diverted by ATC to Land;
DWS means a deadload weight statement in respect of the relevant Cargo;
Effective Date means the effective date set out at the beginning of these CCU;
EGSE means such of the Pooled Equipment which is powered by electricity;
Emergency Details means the names, usual business addresses, business landline and mobile telephone numbers and business email addresses of at least two of the relevant Operator's key personnel designated by that Operator to liaise with LLA at all times (day or night) about emergencies, security, operational or financial matters in

13. Terms of Use

connection with that Operator's Activities at the Airport.

Emergency Divert means a Flight undertaken by a Fixed Wing Aircraft which has not been allocated a Slot and which is diverted by ATC to Land due to:

a. emergency circumstances which prevent that Aircraft from safely landing at its Scheduled Destination;
b. emergency circumstances which require that Aircraft to Land to safeguard the health or safety of persons onboard that Aircraft; or
c. a fault with that Aircraft after Take-off which necessitates that Aircraft's return to the Airport for maintenance.

Emissions Databank means the ICAO Aircraft Engine Emissions Databank published and updated by the ICAO from time to time;

Engine NOx means the Oxides of Nitrogen emitted by an engine of an Aircraft during the landing and take-off cycle as determined in accordance with the provisions of the "Airport Air Quality Manual" as published and updated by the ICAO from time to time;

Engine NOx LTO Figure means in respect of an engine on an Aircraft:

a. the "NOx Total Mass" figure specified for the relevant engine in the AODB (which may include information provided by the relevant Aircraft Operator from time to time); or
b. if LLA has reasonable concerns in respect of the accuracy of the "NOx Total Mass" figure for the relevant engine set out in the AODB, or no such figure is recorded in the AODB, the "NOx LTO Total mass (g)" figure specified for the relevant engine in the ICAO Emissions Databank; or
c. if no "NOx LTO Total mass (g)" figure is specified for the relevant engine in the ICAO Emissions Databank, LLA may determine that the applicable Engine NOx LTO Figure shall be equivalent to the highest Engine NOx applicable to an engine which is capable of being used in conjunction with such Aircraft);

Engine Run-up Bay means such part of the Airport as is designated by LLA from time to time as being the "engine run-up bay";

Environment means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;

Environmental Damage means any Contamination or any other damage to the Environment;

Escorted means a person being accompanied by, or following, an Authorised Escort at all times within a Security Restricted Area (in accordance with the Security Requirements) (and "**Escort**" shall be construed accordingly);

Exclusion Notice a notice by LLA issued to a person requiring that that person does not enter the Airport for a specified period in accordance with the Airport Byelaws;

Export means the relevant Cargo being Carried on the relevant Cargo Operator's Aircraft whilst that Aircraft undertakes a Flight that departs the Airport (and "**Exported**" and "**Exporting**" shall be construed accordingly);

Exporting Flight means a Flight which is (a) scheduled to be, (b) which is being, or (c) which has been, undertaken by the relevant Aircraft Operator's Aircraft which is (i) scheduled to Carry, (ii) which is Carrying or (iii) which has Carried the Cargo to which the relevant AWB is applicable;

Facilities means any equipment, infrastructure, work space, crew rooms, bus services, parking space, offices, service desks, advertising or branding space, boarding areas, baggage facilities, or other facilities supplied by LLA (or a third party on behalf of LLA) to, or for the benefit of, the relevant Operator from time to time at the Airport or otherwise in connection with that Operator's Activities or the Airport Services;

FBO means an Operator which operates a Private Terminal and provides FBO Passenger Services to GA Passengers and FBO Groundhandling Services to GA Operators at the Airport;

FBO Operation means the "fixed base operator" function undertaken by the relevant FBO for the purpose of supporting the operations of GA Operators at the Airport in accordance with the terms of this CCU and any relevant Operator Agreement (including the FBO providing FBO Passenger Services and undertaking FBO Groundhandling Services);

FBO Passenger Services means all products, services and facilities provided by an FBO to the Passengers of each of that FBO's GA Clients at the Airport (including any check-in, security, immigration and catering services provided by the FBO to such Passengers within the FBO's Private Terminal and the transfer of such Passengers from the FBO's Private Terminal to the Aircraft of the FBO's GA Clients);

FBO Groundhandling Services means all products, services and facilities provided by an FBO to each of that FBO's GA Clients at the Airport (including Groundhandling Services and the provision of Stands for Aircraft to be Park at within the FBO's Leased Areas);

Flight means the flight (which shall have the same meaning given to it as in the Air Navigation Order 2016) of an Aircraft Operator's Aircraft either:

a. to the Airport from another location; or
b. from the Airport to another location;

as identified by the applicable Flight Number;

Fixtures and Fittings means all fixtures and fittings (including flooring, wall panelling, fixed shelving, light fittings, electrical and data outlets, wiring and plumbing) installed within the relevant Ancillary Area or connected to them from time to time;

Flight means the flight of an Aircraft Operator's Aircraft either:

a. to the Airport from another location (including Landing); or
b. from the Airport to another location (including Take-off);

as identified by the applicable Flight Number;

Flight Details means in respect of the Aircraft undertaking the relevant Flight:

a. the date on which that Aircraft is scheduled to Land;

13. Terms of Use

b. the date on which that Aircraft is scheduled to Take-off on a subsequent Flight;
c. the MTOW of that Aircraft;
d. the number of Departing Passengers scheduled to depart the Airport on that Aircraft; and
e. all AWBs, HAWBs and Cargo Manifests relevant to any Cargo which is due to be Carried by the Aircraft undertaking the relevant Flight;

Flight Number means the flight number assigned to a Flight by the relevant Aircraft Operator;
Flight Schedule means the Flight schedule setting out all the arrival and departure times of the relevant CA Client's Aircraft at the Airport during the relevant day as recorded on the AODB at 23:59 on the preceding day;
Fixed Wing Aircraft means an Aircraft which is a "fixed wing aircraft" (as determined at
the discretion of LLA from time to time);
Fixed Wing Operator means the Aircraft Operator which manages and operates the relevant Fixed Wing Aircraft;
FOC means no charge shall be payable by the relevant Operator to LLA for the relevant Airport Service;
Force Majeure Event means any event or circumstances beyond the reasonable control of the relevant party which prevents, hinders or delays the performance that party's obligations in accordance with these CCU or any relevant Operator Agreement, including (but not limited to) acts or restraints of governments or public authorities; war, revolution, riot or civil commotion, acts or threats of terrorism; intervention of any domestic, European or international governmental or regulatory body or court; blockage or embargo; strikes, lock-outs or other industrial action or dispute, protest, demonstration, failure of a utility service or transport network, failure or contamination of supplies of power, fuel, transport, equipment or other goods or services, act of God, war, riot, civil commotion, acts or threats of terrorism, malicious damage, national emergency, airport incident (including incidents requiring closure of the runway, taxiway, apron or terminal), epidemic, pandemic, medical emergency, diversion of aircraft, intervention of any domestic, European or international governmental or regulatory body or court, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, weather, fire, flood, storm, explosion, corrosion, radiation, contamination, natural disaster or default of suppliers;
Forklift Truck Services means the provision of a driver and forklift truck by LLA to undertake such activities at the Airport on behalf of the relevant Operator as LLA may agree from time to time:
GA Aircraft means (a) an Aircraft which is operated for private purposes and not for the provision of scheduled passenger transport services made generally available to the public (as determined at LLA's discretion from time to time) or (b) an Aircraft of an Operator in connection with which that Operator receives FBO Groundhandling Services;
GA Chapter 14 Aircraft means a GA Aircraft which is categorised in accordance with Chapter 14 of Part II, Volume 1 of Annex 16 to the Convention on International Civil Aviation (and as may be specified on the Noise Certificate applicable to that Aircraft);
GA Clients means such of the GA Operators which are provided with, or otherwise utilise, the FBO Groundhandling Services of the relevant FBO;
GA Crew means the persons engaged (by, or on behalf, of a GA Client of the relevant FBO) to operate, and provide services on board, a GA Aircraft during a Flight;
GA Non-Chapter 14 Aircraft means an Aircraft which is not a GA Chapter 14 Aircraft or a CA Aircraft;
GA Passenger means each Passenger of a GA Operator who is provided with, or otherwise utilises, the FBO Passenger Services of the relevant FBO;
GA PRM Passenger means each GA Passenger who is a PRM;
GA Operator means the Operator of a GA Aircraft;
Goods In means all goods (except for Baggage and Cargo) which have been, or will be, brought from a Landside area to an Airside area, and which have been transported to the Airport by land, including, but not limited to all goods to be sold or distributed in the Terminal by an Operator, all construction materials, and equipment (except as otherwise agreed or specified by LLA from time to time);
Groundhandler means each Operator (including each FBO) or Aircraft Operator which has in place an Operator Agreement permitting it to undertake the Groundhandling Services at the Airport from time to time;
Groundhandler Support has the meaning set out in clause 15.6;
Groundhandling Infringement means the relevant Aircraft Operator's Aircraft undertaking a Movement at a time when that Aircraft Operator does not have an Appointed Groundhandler at the Airport;
Groundhandling Services means all groundhandling services required to safely operate an Aircraft at the Airport in accordance with the Mandatory Policies and any instructions issued by ATC or LLA (or its appointed representatives) from time to time which may include (but shall not be limited to):

a. load control of Baggage and Cargo within Aircraft;
b. Passenger handling, including check-in, boarding pass checks and boarding (but not the transport or assistance of any PRM Passenger);
c. the provision of Flight and Passenger information to LLA (including Billing Information);
d. Baggage handling including loading and unloading of Aircraft, operation of arrivals luggage belts, and lost and found facilities (but not hold Baggage screening);
e. Aircraft handling and loading;
f. snow clearance in accordance with LLA's "snow plan" (as issued and updated by LLA from time to time);
g. de-icing of Aircraft (unless the relevant Aircraft Operator has contracted with another supplier for such services);

13. Terms of Use

h. the loading, unloading and handling of electric mobility aids required by a PRM Passenger;
i. directing Aircraft ground movement including Aircraft marshalling and push-back; and
j. Cargo handling including the loading and unloading of Aircraft;

Group means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;
Handover Condition means the relevant Ancillary Area having been stripped out of all Fixtures and Fittings, and other installations and materials, (except for such Fixtures and Fittings and other installations and materials as LLA may specify should be retained from time to time) and made good to such condition, layout and specification as LLA may specify from time to time;
Hangar means a building at the Airport utilised for the purpose of storing, or undertaking maintenance on, Aircraft;
HAWB means a house air waybill in respect of the relevant Cargo;
Helicopter means an Aircraft which is a "helicopter" (as determined at the discretion of LLA from time to time);
HMRC means HM Revenue & Customs;
Home Office means the government department responsible for immigration in the United Kingdom at the then current time;
IATA means the International Air Transport Association;
ICAO means the International Civil Aviation Organization;
ICS means HM Revenue & Customs' "Import Control System" (or such replacement system nominated by HM Revenue & Customs from time to time);
ID Pass means an Airport security identification pass issued by LLA to the relevant member of the relevant Operator's Personnel;
ID Pass Holder means a person who holds a current valid ID Pass which permits access to parts of the Airport;
ID Pass Suspension has the meaning given in clause 16.1;
ILS Calibration means a Flight undertaken by a Fixed Wing Aircraft for the purpose of checking the calibration of the flight navigation systems at the Airport;
Import means the relevant Cargo being Carried on the relevant Cargo Operator's Aircraft whilst that Aircraft undertakes a Flight that arrives at the Airport (and "**Imported**" shall be construed accordingly);
Imported Aircraft means an Aircraft which is flown to the Airport for the purposes of being imported into the United Kingdom (which is not handled by LLA, but which is logged by LLA on CHIEF as having been imported into the United Kingdom);
Insecure Cargo means all Cargo which must be screened by a regulated agent before being loaded onto an Aircraft in accordance with article 6.1 of the European Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015;
Intellectual Property Rights means all patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, and any rights that may subsist in or arise in connection with fonts, typefaces, web fonts, glyphs, lettering styles, typographic designs, logos and layouts (including any associated source files or digital files), rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), contained in any document 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 now or in the future in any part of the world;
Invitees means any third party permitted, or invited, to access the Airport by the relevant Operator other than its Workers, Customers or Subcontractors;
Key Personnel means such of the relevant Operator's Personnel who are designated by that Operator from time to time to act as the principal points of contact to respond to all communications between LLA and that Operator in respect of that Operator's Activities;
Landing means an Aircraft landing at a runway or a helipad at the Airport after being airborne (and "**Land**" shall be construed accordingly);
Landside means the parts of the Airport which are not located Airside;
Last Day means the last date on which the relevant Attendee attends the Airport in connection with the relevant Operator's Activities;
Lease means a written lease agreement entered into between the relevant Operator and LLA, granting that Operator a right to exclusive possession of that part of the Airport;
Leased Area means any part of the Airport which is subject to a Lease;
LLA means London Luton Airport Operations Limited, a company registered in England and Wales (company registration number 03491213) whose registered office address is Percival House, 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU;
LLA Materials means all documents, information, equipment, tools and materials provided by LLA to the relevant Operator in connection with these CCU or each relevant Operator Agreement, including all ID Passes, access passes, plans, reports, policies and procedures;
LLA's Manager means such person who is appointed by LLA from time to time to act as LLA's manager in connection with the relevant Operator's Activities at the Airport;
Leased Parking Area means any area at the Airport which has been leased to an Operator by LLA for the purpose of permitting Aircraft to park there (under the supervision and control of such Operator);

13. Terms of Use

Leased Parking Area Operator means the relevant Operator to which the relevant Leased Parking Area has been leased by LLA;
Local Time means the then current time in the United Kingdom;
Loose Cargo means all Cargo which is either:

a. not contained in a ULD; or
b. which is contained in a ULD, but which LLA is required by the relevant Cargo Operator to open and (i) re-arrange the Cargo contained in such ULD, (ii) fill such ULD with additional Cargo or (iii) remove some or all Cargo from such ULD;

Lower Deck ULD means a ULD which is loaded onto the lower deck of the relevant Cargo Aircraft;
Main Deck ULD means a ULD which is loaded onto the main deck of the relevant Cargo Aircraft;
Mandatory Policies means all policies, operations manuals, byelaws, procedures, guides, briefing requirements, regulations, instructions, notices, terms, signs, conditions or directives issued or published by LLA (or otherwise displayed at the Airport) from time to time that may be relevant to the performance of the relevant Operator's (i) obligations under these CCU, (ii) obligations under any relevant Operator Agreement or (iii) operations at the Airport from time to time, including:

a. these CCU;
b. LLA's "Ground Operations Manual" and related and/or subsidiary documents;
c. LLA's "Aerodrome Manual" and related and/or subsidiary documents;
d. LLA's "Procedures for Requesting Prior Permission to Operate";
e. LLA's "Airport ID Pass Application Procedure Guide";
f. LLA's "Departure Briefing";
g. LLA's "Retail Operations Manual";
h. LLA's "Onward Travel & Car Hire Centre Operations Manual;
i. all of LLA's "Airport Management Notices";
j. all of LLA's "Operations Safety Instructions";
k. all of LLA's "Airport Byelaws";
l. all of LLA's "Airport Instructions";
m. all LLA "Airport Advice Notices";
n. LLA's "Contractors Code of Practice";
o. LLA's "Sustainable Supply Chain Charter"; and
p. LLA's "Code of Conduct".

Marshalled means an Aircraft being visually directed on to a Stand by a person situated on the Apron (and "**Marshall**" and "**Marshalling**" shall be construed accordingly);
Marshalling Support means LLA (or a third part contracted by LLA) Marshalling an Aircraft Operator's Aircraft at the Airport;
MAWB means a master air waybill in respect of the relevant Cargo;
Materials has the same meaning given to the term "materials" by HMRC in connection with HMRC's interpretation of the "Construction Industry Scheme" from time to time;
Method Statement means a document setting out the how the relevant Activities will be carried out in a safe manner (including a detailed description of how the relevant Activities will be carried out and the precautions which must be taken in the course of carrying out such Activities);
Movement means, each of:

a. the Take-off of an Aircraft; or
b. the Landing of an Aircraft;

Minor Deficiency means a breach of the Security Requirements which either:

a. results in the CAA issuing LLA with a "non-compliance" notice; or
b. LLA determines would be sufficient to permit the CAA to issue LLA with a "non-compliance" notice;

Movement Request has the meaning set out in clause 18.26;
Movement Requirement has the meaning set out in clause 20.1.2.2;
MTOW means the "maximum take-off weight" specified in the Noise Certificate applicable to the relevant Aircraft;
NATS means NATS (Services) Limited (company number 4129270);
NCTS means HM Revenue & Customs' "New Computerised Transit System" (or such replacement system nominated by HM Revenue & Customs from time to time);
Noise Certificate means the noise certification documentation issued by the relevant State of Registry in respect of an aircraft in accordance with the Convention on International Civil Aviation, Volume 1 of Annex 16, Attachment G. Guidelines for the Administration of Noise Certification Documentation;
Noise Control Scheme means the noise control scheme document of that name issued and updated by LLA from time to time;
Noise Monitoring Station means one of the aircraft noise monitoring stations LLA has in place from time to time on the path of a Noise Preferential Route;
Noise Preferential Route means each of the noise preferential routes set out in the Departures Briefing;
Non-Aircraft Charges means all Charges which are not Aircraft Charges;
Off-Block Time means the time that the relevant Aircraft starts moving away from a Stand for the purposes of manoeuvring for Take-off;
On-Block Time means the time that the relevant Aircraft comes to a complete stop at a Stand following that Aircraft Landing;
Ongoing Support shall have the meaning set out in LLA's then current "IT Services Terms & Conditions" attached to its then current "IT Order Services Order Form" (which are available on request);
Operational Areas means such areas of the Airport as LLA may specify from time to time (including each Ancillary Area and each Concession Area and any other area designated for the use of the Operator in any relevant Operator Agreement) which the relevant Operator may access for the purposes of undertaking its Activities;

13. Terms of Use

Operational Requirements means any requirements or directions issued by LLA (or any person authorised by LLA) from time to time to the relevant Operator or any requirements set out in any policies or procedures in effect at the Airport from time to time relating to:

a. access arrangements at the Airport or closure of any part (or the whole) of the Airport;
b. the prohibition of or restriction of any person (including the relevant Operator's Personnel), equipment or other items from part or all of the Airport;
c. the evacuation of part or all of the Airport;
d. security measures at the Airport;
e. health and safety requirements at the Airport;
f. the location in which its Activities are to be undertaken;
g. the location of Facilities made available to the relevant Operator in connection with its Activities;
h. the method of undertaking its Activities;
i. the operations of the relevant Operator at the Airport;
j the repair, maintenance or alteration of any part of the Airport; or
k construction works within any part of the Airport;

Operational Support has the meaning set out in clause 15.2;

Operational Support Charges: means the "operational support charges" set out in Section 2 of these CCU;

Operator means each person who:

a. carries out Activities (other than LLA or a bona fide Visitor); or
b. is provided Airport Services (other than as a bona fide Passenger); or

Operator Agreement a separate written agreement between LLA and the relevant Operator (including any Access Agreement, Supplier Contract, agreement by LLA to provide Airport Services to the Operator, or any contract which is formed in consequence of an Operator accepting an order placed by LLA (for goods and/or services) which is expressly made subject to LLA's standard "terms of purchase of goods and/or services");

Operator Agreement Charges means any charges, fees or payments payable (in addition to the Standard Tariff) by the relevant Operator to LLA in accordance with a relevant Operator Agreement;

Operator Assets means all items, assets, materials, stock, goods, furniture, displays, equipment, machinery, fixtures, fittings, materials and vehicles at the Airport which are used, owned or leased by the relevant Operator from time to time (excluding any such assets, materials, stock, goods, furniture, displays, equipment, machinery, fixtures, fittings, materials or vehicles which are supplied by LLA from time to time);

Operator Payments means any sum payable to LLA by the relevant Operator arising as a result of:

a. an Operator Agreement;
b. these CCU (including the Charges); or
c. any other terms specified by LLA from time to time in connection with the use of, or activities undertaken at, the Airport;

Operator Services means the services offered, or provided, by the relevant Operator to any third party or LLA at the Airport from time to time;

Operator Waste means all waste created in connection with an Operator's Activities;

Parked means the period during which an Aircraft is located on the ground in an external Airside location at the Airport, whether moving or stationary (and "**Parks**" and "**Parking**" shall be construed accordingly);

Participant means each of the relevant Operator's Personnel who attends and participates in the relevant training course;

Passenger means any person attending, or intending to attend, the Airport who has been or is to be Carried on an Aircraft during a Flight to or from the Airport (with the exception of the flight crew and cabin staff operating that Aircraft);

Passenger Aircraft means an Aircraft which has Carried or is scheduled to Carry one or more Passengers;

Passenger Data has the meaning set out in clause 18.7.1;

Permitted Activities means such activities undertaken by the relevant Operator as are strictly necessary in the course of:

a. attending the Airport as a bona fide Visitor,
b. undertaking any of the Permitted Taxi Activities; or
c. providing Aircraft Operator Services in connection with an Ad-Hoc Flight;

Permitted Taxi Activities means an Operator of either:

a. a licensed taxi or minicab dropping off passengers; or
b. a pre-booked licensed taxi or mini cab picking up passengers;

within the Airport's surface vehicle "drop-off zone" (as designated by LLA from time to time);

Permitted Use means the permitted use for the Ancillary Area as specified in writing by LLA to the relevant Operator from time to time (including in any relevant Operator Agreement);

Personal Data has the meaning set out in the Data Protection Requirements and relates only to personal data, or any part of such personal data which is obtained by the relevant party in connection with these CCU (or any relevant Operator Agreement);

Personal Effects means items of Cargo which are arranged to be Imported by an individual and which are intended for such individual's own personal use (as determined at the discretion of LLA from time to time);

Personnel means all directors, officers, employees, agents, consultants and contractors of the relevant party and any sub-contractor and Substitutes engaged by the relevant party;

Piece means each piece of Cargo specified on the AWB applicable to such Cargo;

Police Services Charge means the "police services charge" set out in Section 2 of these

13. Terms of Use

CCU (or, where the context requires, the "police services charge" set out in any version of LLA's "charges and conditions of use" which precedes, or is subsequent, to these CCU);

Police Services Costs means the costs incurred by LLA in connection with public policing of the Airport during the relevant period;

Pooled Equipment means the pooled groundhandling equipment which is provided by the Pooling Provider from time to time and made available to Groundhoundlers to facilitate the provision of Groundhandling Services;

Pooling Provider means such third party as is authorised by LLA from time to time to supply Pooled Equipment to Groundhandlers at the Airport;

Private Terminal means the building or buildings at the Airport leased and operated by the relevant FBO from which Passengers transfer to and from Aircraft;

PRM means any disabled person or person with reduced mobility within the meaning of Article 2 (a) of the PRM Regulations;

PRM Airport Services means the services provided by, or on behalf of, LLA to PRM Passengers in accordance with the PRM Regulations;

PRM Costs means the costs incurred by LLA in connection with the provision of PRM Airport Services during the relevant period;

PRM Information means:

a. the relevant PRM Passenger's name;
b. the "special service request" ("SSR") code (published by IATA in its "Enhanced and Simplified Distribution Guide" from time to time) applicable to the relevant PRM Passenger
c. the name of the Aircraft Operator operating the relevant Flight booked by the relevant PRM Passenger;
d. the Flight Number applicable to the relevant Flight booked by the relevant PRM Passenger;
e. the scheduled Off-Block Time applicable to the relevant Flight booked by the relevant PRM Passenger (if that Flight is a Departing Flight);
f. the scheduled On-Block Time applicable to the relevant Flight booked by the relevant PRM Passenger (if that Flight is an Arriving Flight);
g. the length, width and height dimensions of any mobility aids required to assist the relevant PRM Passenger to travel through the Airport;
h. if the relevant PRM Passenger intends to travel with an Assistance Dog on the relevant Flight booked by that PRM Passenger (if that Flight is an Arriving Flight),
Proof Of Training in respect of that Assistance Dog; and
i. any additional information or requests submitted by, or on behalf of, the relevant PRM Passenger in respect of the PRM Passenger's assistance requirements at the Airport;

PRM Levy means the "persons of reduced mobility charge (PRM Levy)" set out in Section 2 of these CCU (or, where the context requires, the "persons of reduced mobility charge (PRM Levy)" set out in any version of LLA's "charges and conditions of use" which precedes, or is subsequent, to these CCU);

PRM Passenger means each Passenger who is a PRM (except for a GA PRM Passenger);

PRM Provider has the meaning given in clause 18.28;

PRM Regulation means regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 and such other legislation which is substantively equivalent or otherwise transposes that regulation into English law from time to time;

Proof Of Training means written confirmation from a Recognised Organisation that the relevant Assistance Dog has been trained by that Recognised Organisation to provide assistance to disabled persons or persons with reduced mobility;

Public Terminal means the building or buildings at the Airport leased and operated by LLA from which Passengers transfer to and from Aircraft;

Recognised Organisation means an organisation which is a member of either "Assistance Dogs International" or the "International Guide Dog Federation";

Refueller an Operator that refuels the relevant Aircraft at the Airport;

Reporting Failure: means each instance of the relevant Groundhandler:

a. failing to provide Passenger Data to LLA in accordance with the provisions of clause 18.7;
b. providing inaccurate Passenger Data to LLA (as determined at LLA's reasonable discretion);
c. failing to provide a Noise Certificate to LLA in accordance with the provisions of clause 18.8; or
d. failing to issue a Direct Account Notification to LLA in accordance with the provisions of clause 3.18.

Retail Concessionaire means an Operator that has contracted with LLA for the right to operate a Retail Concession;

Retail Concession means a retail Concession which operates within the Public Terminal;

Return Date has the meaning set out in clause 16.3.8;

Retail Unit means each area described and identified as a "retail unit" or otherwise as the main trading space for a Retail Concessionaire in accordance with the terms of that Retail Concessionaire's Operating Agreement (excluding any areas described or identified as "ancillary accommodation" or "ancillary concession areas");

Risk Assessment means a document setting out a risk assessment conducted in respect of the relevant Operator Activity which identifies the risks to health and safety presented by such Operator Activity and mitigating actions which must be implemented to reduce such risks (including a numerical method of assessing any such risk, control measures to be applied to reduce such risk and a process for regularly reviewing such risk assessment);

Scheduled Destination means the destination an Aircraft undertaking a Flight was scheduled (in advance of the relevant Flight) to land at by the relevant Aircraft Operator;

13. Terms of Use

Screening Process means a screening process in accordance with one of the methods set out in article 6.2.1.5 of the European Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015, which is undertaken by LLA in respect of the relevant Insecure Cargo, including any one of the following:

a. x-ray screening;
b. a hand search;
c. explosive trace detection equipment screening; or
d. a visual check;

Season means the relevant Summer Season or Winter Season;

Security Perimeter means the security perimeter at the Airport (as designated by LLA from time to time) which separates Airside locations (including "critical parts) from Landside locations (excluding any Access Points);

Security Requirements means:

a. all Applicable Laws, Mandatory Policies and instructions, given by LLA, LLA's appointed representatives, Border Force, the police, the armed forces, the security services, or any third party with responsibility for implementing security arrangements in a part of the Airport from time to time, in relation to security at the Airport; and
b. all terms of this CCU which relate to security at the Airport (including the provisions of clause 14);

Security Restricted Area means any parts of the Airport designated by LLA from time to time as a security restricted area;

Serious Deficiency means a breach of the Security Requirements which either:

a. results in the CAA issuing LLA with a "serious deficiency" notice; or
b. LLA determines would be sufficient to permit the CAA to issue LLA with a "serious deficiency" notice;

Shared Personal Data means Personal Data which has been, or is intended to be, shared by;

a. the relevant Operator with LLA; or
b. by LLA with the relevant Operator;

in accordance with the terms of these CCU (or a relevant Operator Agreement);

Slot means a specified date and time period allocated for the relevant Movement of an Aircraft in connection with a Flight, as specified by ACL to the Aircraft Operator operating the Aircraft undertaking that Flight from time to time;

Staff Shortage has the meaning set out in clause 15.1;

Stand means the location at the Airport allocated to the relevant Fixed Wing Operator by LLA from time to time for the purpose of parking an Aircraft (in a stationary position) for the purpose of embarking or disembarking Passengers and/or Cargo;

Standard Tariff means

a. LLA's standard charges for the provision of Airport Services at the Airport as further set out in Section 2 (Aircraft Charges); Section 3 (Groundhandler Charges), Section 4 (Operational Charges), Section 5 (Training Charges), Section 6 (Noise & Track Violation Charges), Section 7 (Security Compliance Charges), Section 8 (Passes & Permit Charges), Section 9 (Staff Car Parking Charges), Section 10 (Cargo Centre Charges); Section 11 (IT Charges) and Section 12 (LLA Centre of Excellence Charges); and
b. such other amounts, charges and/or levies as are, or may become, payable by each Operator (in connection its Activities at the Airport) under these CCU, the Mandatory Policies or as otherwise specified by LLA from time to time (including those incurred in accordance with clauses 4.6, 4.7, 4.8 and 4.11);

State of Registry means the country in which the relevant Aircraft is registered in accordance with the Convention of International Civil Aviation (as amended);

Subcontractor means a third party engaged by the relevant Operator, or on behalf of that Operator, to provide goods or services to that Operator at the Airport;

Substitute means an Operator's Subcontractor where that Subcontractor is a natural person engaged directly as a sole trader or in their personal capacity;

Summer Season means each period commencing on the last Sunday in March and ending on the day before the last Sunday in the following October;

Supplier means an Operator contracted by LLA for the purpose of providing goods and/or services to LLA from time to time;

Supplier Charges means the charges payable by LLA to a Supplier in accordance with a Supplier Contract;

Supplier Contract means a contract between LLA and the relevant Supplier predominantly for the Supplier's provision of goods and/or services to LLA;

Supplier Services means the supply of goods and/or services by a Supplier to LLA in accordance with a Supplier Contract;

Support Staff means such members of LLA's Personnel or the Personnel of an appointed contractor of LLA engaged to provide Operational Support (including Groundhandler Support) ;

Suspend means the relevant Operator suspending the employment or engagement of the relevant Worker (and "**Suspension**" shall be construed accordingly);

Transit Document means a transit document (including form "T1") which is required by HM Revenue & Customs to be completed or processed in connection with Import or Export of Cargo from time to time;

Take-off means an Aircraft taking-off from a runway or helipad at the Airport to become airborne (and "**Takes-off**" shall be construed accordingly);

Technical Wash means a wash which cleans the internal parts of an Aircraft's engine;

Terminal means either the Public Terminal or a Private Terminal (as applicable);

Tonne means each tonne in weight of the relevant Aircraft as determined by reference to that Aircraft's MTOW (provided that each part tonne in weight of that MTOW shall be rounded up to the nearest whole tonne in weight);

Track Violation means a "track violation" determined by LLA in accordance with the Departure Briefing;

13. Terms of Use

Trade Marks means all trade marks, copyright and related rights, moral rights, trade marks and service marks, business names, trading names and domain names, owned by, or licenced to, the relevant Operator from time to time;
Transfer Passenger means a Passenger who arrives at the Airport on one Aircraft and departs from the Airport on another Aircraft;
Transhipment Cargo means Cargo which is Imported and which is to be transported directly to another Customs Warehouse;
Transit Passenger means a Passenger who arrives at the Airport on an Aircraft and departs from the Airport on the same Aircraft;
ULD means a unit load device container used for the purpose of storing Cargo;
Unauthorised Technical Wash means a Technical Wash which is not an Authorised Technical Wash;
Uncollected Cargo means Cargo which:

a. has been Imported by the relevant Cargo Operator and which has not been collected and removed from the Airport by the intended recipient within one week of the date on which it was Imported; or
b. was scheduled to be Exported by the relevant Cargo Operator and has not been Exported within one week of the date on which it was scheduled to be Exported;

Unitised Cargo means Cargo which is:

a. contained in a ULD; and
b. which LLA is not required by the relevant Cargo Operator to open and (i) re-arrange the Cargo contained in such ULD, (ii) fill such ULD with additional Cargo or (iii) remove some or all Cargo from such ULD;

UN Number means the identification number assigned to a type or category of Dangerous Goods;
Unrecovered Police Services Costs means any costs incurred by LLA in connection with public policing of the Airport during the relevant period, which LLA has not recovered (for whatever reason) through the receipt of Police Services Charges during the same period;
Unsafe Goods means any goods which are, or may become, poisonous, corrosive, flammable, volatile, explosive or radioactive, or which otherwise are not permitted to be brought into, or made accessible within, an Airside area in accordance with any Applicable Laws or any Security Requirements;
Utilities means any utilities, power, or fuel (including the supply of electricity, gas, water, diesel, petrol hydrotreated vegetable oil, telephone services, internet services and wi-fi access) supplied by LLA or a third party to the relevant Operator at the Airport from time to time;
Variable Charge means the "variable charge" set out in the CAA's Scheme of Charges (Aviation Security) from time to time;
VAT means value added tax (at such rate as is applicable at the then current time);
Vehicle means a motor vehicle (not including an Aircraft) operated by the Personnel of an Operator at the Airport from time to time;
Volumetric Weight means the notional weight in kilograms of Cargo based on its volume which shall be calculated by:

a. multiplying the length, width and height of the relevant Cargo (measured in centimetres at the longest part of each such dimension); and
b. dividing the resultant figure by 6,000;

Visitor means each person, who:

a. is a Passenger; or
b. otherwise attends the Airport to carry out activities which are of a non-commercial nature and not undertaken in the course of business;

Waste means:

a. any substance which constitutes a scrap material or an effluent or other unwanted surplus substance; and
b. any substance or article which requires to be disposed of as being broken, worn out, contaminated or otherwise spoiled;

Water Arch means an arch of water sprayed by one or more of LLA's fire service appliances over an Aircraft;
Winter Season means each period commencing on the last Sunday in October and ending on the day before the last Sunday in the following March;
Worker Terms: means all policies, operations manuals, byelaws, procedures, guides, briefing requirements, regulations, instructions, notices, terms, signs, conditions or directives issued or published by LLA (or otherwise displayed at the Airport) from time to time which are stated to apply to Workers, including LLA's "Airport Access Terms for Workers";
Workers means each person who attends the Airport from time to time and is:

a. a member of the relevant Operator's Personnel;
b. a member of the Personnel of an Operator's Subcontractor; or
c. if the Operator is a sole trader or individual consultant, the Operator.

Year means each whole or part calendar year between the relevant Commencement Date and the relevant Cessation Date.

1.2. Headings are for ease of reference only and shall not affect the interpretation of these CCU.
1.3. Each other Section to these terms forms part of these CCU and shall have effect as if set out in full in the body of these terms. Any reference to these terms includes the other Sections in these CCU.
1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

13. Terms of Use

1.7. Each of LLA and each relevant Operator shall be a "party" to these CCU, and together shall constitute the "parties".

1.8. These terms shall be binding on, and enure to the benefit of, the parties to these terms and their respective personal representatives, successors and permitted assigns (including a successor operator of the Airport), and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9. References to any statute, statutory instrument, regulation, bye-law or other requirement of the laws of England and Wales is to be construed as a reference to that statute or statutory instrument, regulation, bye-law or other requirement of the laws of England and Wales as the same may have been, or may from time to time be, amended, re-enacted or superseded.

1.10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11. A reference to writing or written shall not include fax (but will include email).

1.12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13. Any obligation expressed as an obligation of the Personnel of a party includes an obligation on that party to procure the performance of that obligation.

1.14. Unless the context otherwise requires, references to Sections are to the sections of these CCU.

1.15. References to clauses are to the clauses of this Section 13 and references to paragraphs are to paragraphs of the other relevant Section.

1.16. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.17. A reference to an Aircraft Operator (acting by its Appointed Groundhandler) or by its Appointed Groundhandler shall include an obligation on both the relevant Aircraft Operator and Groundhandler to ensure the relevant obligation is performed.

2. **Operator Agreements**

2.1. No Operator may attend the Airport (except to carry out the Permitted Activities):

2.1.1. without maintaining in place one or more Operator Agreements permitting or requiring that Operator to undertake its Activities at the Airport; or

2.1.2. for any purpose other than to undertake its Activities permitted in accordance with a relevant Operator Agreement;

unless otherwise agreed in writing by LLA from time to time.

3. **Charges, Invoicing & Payment**

3.1. Subject to the provisions of the Airport Charges Regulations 2011, clause 3.15, clause 3.17 and the terms of any relevant Operator Agreement:

3.1.1. in consideration for the provision of Airport Services, and the right to undertake its Activities at the Airport, each Operator shall pay to LLA the then current prevailing Charges (calculated at LLA's sole discretion);

3.1.2. LLA may vary the Standard Tariff (or introduce additional charges) at any time by updating these CCU (and publishing a copy on www.london-luton.co.uk) without prior notice to each Operator (unless otherwise required in accordance with any Applicable Law);

3.1.3. in respect of Aircraft Charges:

3.1.3.1. each Aircraft Operator (acting by its Appointed Groundhandler) shall provide to LLA (by email to such email address as LLA may specify from time to time) the Flight Details applicable to each of its Flights at least 72 hours in advance of the Landing of the relevant Aircraft undertaking such Flight;

3.1.3.2. at LLA's discretion, LLA may estimate some or all of applicable Aircraft Charges to be incurred by the relevant Aircraft Operator to LLA in accordance with the relevant Flight Details and any other information available to LLA ("**Estimated Aircraft Charges**") and issue to the relevant Aircraft Operator an initial invoice setting out the Estimated Charges in advance ("**Initial Invoice**");

3.1.3.3. the Estimated Aircraft Charges set out in an Initial Invoice, shall be paid by the relevant Aircraft Operator to LLA on the earlier of:

3.1.3.3.1. the date prior to the date on which the Aircraft (to which the Estimated Aircraft Charges relate) Lands; or

3.1.3.3.2. within 14 days following the date of that Initial Invoice;

3.1.3.4. if LLA has issued an Initial Invoice to an Aircraft Operator, LLA shall within 30 days of the Departure of the Aircraft (to which the Estimated Aircraft Charges relate) calculate the Actual Aircraft Charges incurred by that Aircraft Operator in connection with that Aircraft in accordance with such operational data as is obtained by LLA ("**Actual Aircraft Charges**"), and:

3.1.3.4.1. in the event that LLA determines that the applicable Actual Aircraft Charges exceed the applicable Estimated Aircraft Charges:

3.1.3.4.1.1. LLA shall issue a final invoice to the

13. Terms of Use

relevant Aircraft Operator setting out the applicable Actual Aircraft Charges

and set out in an accompanying email the amount by which the applicable Actual Aircraft Charges exceeds the applicable Estimated Aircraft Charges ("**Underpaid Balance**"); and

3.1.3.4.1.2. each Underpaid Balance shall be payable by the relevant Aircraft Operator to LLA within 48 hours following the date on which the relevant final invoice is issued; or

3.1.3.4.2. in the event that LLA determines that the applicable Estimated Aircraft Charges exceed the applicable Actual Aircraft Charges:

3.1.3.4.2.1. LLA shall issue a final invoice to the relevant Aircraft Operator setting out the applicable Actual Aircraft Charges and set out within an accompanying email the amount by which the applicable Estimated Aircraft Charges exceed the applicable Actual Aircraft Charges ("**Overpaid Balance**");

3.1.3.4.2.2. on receipt of such final invoice, the relevant Aircraft Operator shall provide LLA with that Aircraft Operator's bank account details for the purpose of LLA making payment of the applicable Overpaid Balance; and

3.1.3.4.2.3. on receipt of such bank account details, LLA shall pay to the relevant Aircraft Operator the applicable Overpaid Balance within 30 days;

3.1.4. except for any Charges invoiced in accordance with clause 3.1.3, or as otherwise specified in accordance with a relevant Operator Agreement:

3.1.4.1. all Charges shall accrue from day to day and may be invoiced by LLA to each relevant Operator at any time in arrears; and

3.1.4.2. all such invoices shall be paid by the relevant Operator to LLA (to such bank account as is set on the relevant invoice, or as otherwise specified by LLA from time to time) within:

3.1.4.2.1. the period specified on the relevant invoice for payment; or

3.1.4.2.2. if no period is specified on the relevant invoice for payment, 14 days following the date of the relevant invoice; and

3.1.5. time is of the essence for all Operator Payments.

3.2. Without prejudice to each Aircraft Operator's liability to LLA as principal obligor in respect of the payment of the Charges in accordance with clause 3.1, each such Aircraft Operator may appoint a Groundhandler to satisfy the payment of some or all of the Charges on behalf of the Aircraft Operator to LLA from time to time. If so appointed, the receipt of the payment in full of such Charges in cleared funds to LLA from the relevant Appointed Groundhandler on behalf of the relevant Aircraft Operator shall satisfy that Aircraft Operator's obligation in respect of the payment of such Charges to LLA.

3.3. If an Operator or any other person commences any proceedings or takes any action which, in the opinion of LLA, could affect the ability of that Operator to pay the Charges, all such Charges shall become immediately due and payable.

3.4. LLA shall be entitled to charge interest on any Operator Payments which are not paid when due at the rate of 4% per annum above the Bank of England's base rate from time to time, such interest to accrue daily from the date such Operator Payment is due until the date the Payment is made (whether before or after judgment).

3.5. Each Operator shall be liable for all bank charges, credit card service charges and other charges (including (i) any value added tax chargeable for the time being ("VAT") or other equivalent sales taxes which are imposed and/or (ii) any other levies, surcharges or fees imposed under Applicable Laws) levied on its transactions when making its Operator Payments to LLA. All Operator Payments shall be made in clear funds without deduction and, if necessary, should be grossed up so that the full amount is remitted to LLA (and if any Applicable Law requires any taxes to be deducted before an Operator Payment, that Operator Payment shall be increased so that the Operator Payment made is equal the amount due to LLA as if no such taxes or levies had been imposed).

3.6. Where any taxable supply for VAT purposes is made under these CCU (or any relevant Operator Agreement) by LLA to an Operator, that Operator shall, on receipt of a valid VAT invoice from LLA, pay to LLA such additional amounts in respect of VAT as are chargeable on the supply of the relevant Airport Services

13. Terms of Use

at the same time as the Operator Payment due for the supply of such Airport Services.

3.7. All Operator Payments shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). LLA may at any time, without limiting any of its other rights or remedies, set off any liability of an Operator to LLA against any liability of LLA to that Operator, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these CCU (or any relevant Operator Agreement).

3.8. LLA may at any time, without limiting any of its other rights or remedies, set off any liability of an Operator to LLA against any liability of LLA to that Operator, whether or not either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these CCU (or any relevant Operator Agreement).

3.9. If it is found, for any reason, that LLA has not invoiced the full amount of an Operator Payment to an Operator or has not been paid any amount in full by an Operator, that Operator shall on demand by LLA, pay to LLA the outstanding amount within two (2) Business Days (except as provided in accordance with clause 3.1.3.4.1.2).

3.10. Notwithstanding an Aircraft Operator ceasing to operate an Aircraft, that Aircraft Operator shall remain liable for payment of all Operator Payments incurred it has incurred to LLA in connection with such Aircraft's operations at the Airport, unless a third party becomes the operator of that Aircraft and pays all such outstanding Operator Payments to LLA.

3.11. LLA shall not be liable to an Operator for, and there shall be no reduction or exemption from any Operator Payment by reason of, the unavailability of, or LLA's failure to provide, any Airport Services due to the occurrence of a Force Majeure Event or as a result of the implementation of an Operational Requirement.

3.12. If an Operator disputes in good faith any invoice or other statement of monies due (a "**Payment Dispute**"):

3.12.1. that Operator shall notify LLA in writing within 7 days of the date of the invoice or statement the amounts which are disputed and the reasons why (with supporting calculations and evidence);

3.12.2. that Operator shall pay to LLA all amounts not disputed by that Operator on the due date in accordance with clause 3.1;

3.12.3. LLA and that Operator shall negotiate in good faith to attempt to resolve the Payment Dispute promptly; and

3.12.4. if LLA and that Operator have not resolved the Payment Dispute within 30 days of that Operator giving notice to LLA, the dispute shall be resolved in accordance with clause 52.

3.13. If an Operator fails to notify LLA in accordance with clause 3.12.1, that Operator shall pay all amounts which are subject to the Payment Dispute in accordance with clause 3.1 and shall not be permitted to follow the procedure set out in clause 3.12 in respect of the same amounts.

3.14. If it is found, for any reason, that the Charges as invoiced to an Operator are lower than they should have been, that Operator shall on demand by LLA pay the balance of any shortfall to LLA within 2 Business Days (except as provided in accordance with clause 3.1.3.4.2.2).

3.15. In the event that an Aircraft Operator or its Appointed Groundhandler has been invoiced any Charges based on the number Passengers, which that Aircraft Operator or its Appointed Groundhandler has input into the AODB or otherwise provided to LLA from time to time (each a "**Passenger Report**"), and the actual number of Passengers (excluding the number of Transit Passengers and Transfer Passengers) is found to be less than is specified in that Passenger Report, that Aircraft Operator and its Appointed Groundhandler shall not be entitled to a refund or credit by LLA in respect of any such Charges.

FBO Charges

3.16. Without prejudice to clause 3.1:

3.16.1. each FBO is appointed as LLA's agent solely for the purpose of invoicing and collecting payment of the Charges incurred by each of its GA Client's to LLA;

3.16.2. each FBO shall be jointly and severally liable to LLA for the Charges incurred by each of its GA Clients to LLA from time to time in accordance with the provisions of clause 3.1 ("**GA Payments**");

3.16.3. LLA may invoice any, or all, of the GA Payments to the relevant FBO in place of its relevant GA Clients or (and, if so invoiced, all references to LLA invoicing an "Operator" in clause 3.1 which apply to the relevant GA Client, shall be deemed to be references to that FBO);

3.16.4. each FBO shall pay the GA Payments invoiced to that FBO by LLA in accordance with the provisions of clause 3.1 (provided that all references to payments by an "Operator" in clause 3.1, which apply to the relevant GA Client, shall be deemed to be references to that FBO) ("**FBO Payments**").

3.17. In the event that an FBO has made FBO Payments to LLA, and LLA calculates an Underpaid Balance or Overpaid Balance in connection with such FBO Payments, all references to an "Operator" in clauses 3.1.3.4.2.2 and 3.1.3.4.2.3 which apply to the relevant GA Client (in connection with which that FBO paid such FBO Payments), shall be deemed to be references to that FBO.

3.18. If a GA Client of an FBO wishes to be invoiced the Charges it incurs directly by LLA, and to pay any Charges it incurs directly to LLA, that FBO shall inform LLA of the same by email to billing.team@ltn.aero prior to each Movement of an Aircraft of

13. Terms of Use

that GA Client (a "**Direct Account Notification**").

4. **Airport Services**

4.1. LLA shall from time to time provide such Airport Services to such Operators as it determines at its absolute discretion, provided that (except as otherwise specified in any applicable Operator Agreement):

4.1.1. LLA's provision of such Airport Services to an Operator on one or more occasions, shall place LLA under no obligation to continue provide such Airport Services to that Operator;

4.1.2. the provision of such Airport Services shall be subject to the relevant Operator making payment of the relevant Charges in accordance with clause 3, and may be subject to such additional charges and terms as LLA may specify from time to time or, if LLA so directs, that Operator entering into a separate Operator Agreement with LLA;

4.1.3. LLA may subcontract the supply of any such Airport Services to any third party;

4.1.4. LLA shall not be required to provide such Airport Services uninterrupted or error free;

4.1.5. LLA gives no warranty or assurance that any such Airport Services shall meet any minimum standard or specification;

4.1.6. LLA may suspend, withdraw, or terminate the provision of such Airport Services without notice to the relevant Operator at any time;

4.1.7. LLA may relocate the location at which such Airport Services are delivered, provided or located (as applicable) at any time (and the relevant Operator shall provide LLA with all reasonable assistance in respect of facilitating such relocation);

4.1.8. if LLA specifies that any such Airport Services are available directly from a third party supplier, each relevant Operator shall be responsible for contracting directly with such supplier for the provision of such Airport Services; and

4.1.9. LLA may alter the method and means of providing such Airport Services at any time.

4.2. The provision of any Airport Services to an Operator shall be on a non-exclusive basis, and nothing in these CCU (or any Operator Agreement) shall prevent LLA from providing any Airport Services to any third party.

4.3. LLA shall be under no obligation to provide Airport Services to any Aircraft Operator in connection with an Aircraft with Dimensions which exceed the Dimensions specified for aircraft normally using an airport determined as an "Airport Category 7" in accordance with the provisions of the then current edition of the "Airport Manual, Part 1, Rescue and Fire Fighting" published by the ICAO from time to time.

Waste Disposal

4.4. Subject to clause 4.5, each Operator will procure that all of its Operator Waste is collected, stored and disposed of:

4.4.1. as soon as reasonably practicable;

4.4.2. in a safe, hygienic and secure manner; and

4.4.3. in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time.

4.5. Each Retail Concessionaire, and each Designated Operator, shall ensure:

4.5.1. all of its Operator Waste is disposed of by an Approved Waste Collector ("**Waste Disposal**");

4.5.2. that it adheres to all instructions issued by each relevant Approved Waste Collector and LLA in connection with Waste Disposal (including in respect of the manner in which waste should be segregated, the receptacles waste should be stored in and the location in which waste should be made available for collection); and

4.5.3. that its pays to LLA the charges it incurs in respect of such Waste Disposal at such rates as LLA specifies from time to time (unless it has contracted directly with a third party in respect of such Waste Disposal in accordance with clause 4.1.8)).

Utilities

4.6. Each Operator shall:

4.6.1. ensure that all Utilities which are provided to that Operator at the Airport in connection with its Activities are provided by an Approved Utilities Provider ("Utilities Provision")

4.6.2. adhere to all instructions issued by each relevant Approved Utilities Provider and LLA in connection with any Utilities Provision (including in respect of providing meter readings and access to its Leased Areas and Ancillary Areas (as applicable) to undertake the installation, maintenance and disconnection of Utilities); and

4.6.3. pay to LLA the charges it incurs in respect of such Utilities Provision at such rates as LLA specifies from time to time (unless it has contracted directly with a third party in respect of such Utilities Provision in accordance with clause 4.1.8).

Facilities

4.7. Each Operator shall:

4.7.1. ensure that all Facilities used by that Operator at the Airport are:

4.7.1.1. used only for their intended purpose;

4.7.1.2. used in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time; and

4.7.1.3. left in a clean and tidy condition after their use by that Operator; and

4.7.2. pay to LLA the charges it incurs in respect of its use of Facilities at such

13. Terms of Use

rates as LLA specifies from time to time (unless it has contracted directly with a third party in respect of the provision of such Facilities in accordance with clause 4.1.8).

Aviation Fuel Supply Levy

4.8. Each Operator supplying Aviation Fuel, Lubricants and Other Products at the Airport to other Operators, shall pay to LLA a "fuel levy" in respect of such supply at such rates as LLA may specify from time to time (unless that Operator has a separate written agreement in place with LLA setting out the charges payable to LLA by that Operator for its supply of Aviation Fuel, Lubricants and Other Products to other Operators at the Airport).

Consolidation Centre Services

4.9. Each Operator acknowledges and agrees that LLA has appointed the Consolidation Centre Operator to act on its behalf to provide Consolidation Centre Services to each Operator which requests them from time to time.

4.10. Each Operator will procure that all of its Goods In, prior to being brought into any Airside area, shall be security screened by the Consolidation Centre Operator or LLA (except as otherwise agreed by LLA from time to time).

4.11. Each Operator shall pay to LLA the charges it incurs in respect of Consolidation Centre Services at such rates as are set out in the Consolidation Centre Rate Card from time to time.

4.12. Each Operator wishing to procure Consolidation Centre Services from time to time in respect of its Goods In, shall first utilise the Consolidation Centre Operator's then current booking process or system ("**Goods In Booking System**") to place an order for those Consolidation Centre Services in respect of those Goods In (a "**Requested Goods In Booking**"), and shall promptly, fully and accurately provide such details in respect of that Requested Goods In Booking as may be specified by the Consolidation Centre Operator from time to time (through the Goods In Booking System or otherwise).

4.13. If the Consolidation Centre Operator confirms in writing to an Operator that a Requested Goods In Booking made by that Operator is accepted by the Consolidation Centre Operator (via the Goods In Booking System or otherwise) (an "**Accepted Goods In Booking**"), that Operator:

4.13.1. shall adhere to all terms and requirements in respect of that Accepted Goods In Booking as the Consolidation Centre Operator may specify from time to time;

4.13.2. shall arrange for the Goods In which are the subject of that Accepted Goods In Booking ("**Booked Goods In**"), to be Delivered to such location at the Airport, and on such date and on such time as may be specified by the Consolidation Centre Operator from time to time (through the Goods In Booking System or otherwise);

4.13.3. shall not leave any Booked Goods In in any part of the Airport, without first:

4.13.3.1. handing such Booked Goods In over to the possession of a member of staff of the Consolidation Centre Operator in exchange for a signed receipt confirming the Consolidation Centre Operator's acceptance of the Delivery of those Booked Goods In;

4.13.3.2. informing the Consolidation Centre Operator in writing of any special storage or handling precautions required by the nature, weight or condition of the Booked Goods In (including whether the Goods In require chilled or frozen storage) and provide the Consolidation Centre Operator with all other information concerning the Booked Goods In necessary to enable the Consolidation Centre Operator to comply with all Applicable Laws and health and safety requirements in respect of the storage and handling of the Booked Goods In;

4.13.3.3. ensuring that all Booked Goods In are securely and properly packed in compliance with all Applicable Laws and in such condition as not to cause damage or injury or the likelihood of damage or injury to the Consolidation Centre Operator's Workers, any other person or to any part of the Airport or any other property of the Consolidation Centre Operator or LLA or to any other goods stored at the Airport;

4.13.4. agrees that the Consolidation Centre Operator:

4.13.4.1. may use such method for the storage and handling of the Booked Goods In as it in its absolute discretion considers appropriate;

4.13.4.2. may undertake such screening and searches of the Goods In (including unpacking and disassembling) as it in its absolute discretion considers appropriate; and

4.13.4.3. shall have a discretion as to where in the Airport it shall store Booked Goods In, and that it may, without notice to that Operator, move the Booked Goods In from one part of the Airport to another part of the Airport;

4.13.5. shall collect the Booked Goods In from such location, and at such time and date, as is specified by the Consolidation Centre Operator (provided that if the Accepted Goods In Booking includes a period of storage of the Booked Goods In, such collection time and date shall not be until after the end of that storage period, except if such Booked Goods In are found to be Waste, Unsafe Goods or may perish before the end of the storage period);

4.13.6. warrants on an ongoing basis that:

4.13.6.1. it has supplied to the Consolidation Centre Operator all material information relating to its requirements for the Consolidation Centre Services;

13. Terms of Use

4.13.6.2. it is either the owner of the Booked Goods In, or is authorised by the owner to hand over the Booked Goods In to the control and custody of the Consolidation Centre Operator on the terms of these CCU for the provision of the Consolidation Centre Services, and there are no restrictions on its right to do so;

4.13.6.3. the Booked Goods In will be as described by that Operator to the Consolidation Centre Operator; and

4.13.6.4. none of the Booked Goods In constitute Waste, Unsafe Goods or are likely to perish before being collected by that Operator (unless otherwise agreed in writing by the Consolidation Centre Operator);

4.13.7. shall ensure that when visiting the Consolidation Centre its employees, agents and representatives shall:

4.13.7.1. co-operate as far as may be reasonably necessary with the Consolidation Centre Operator's Workers;

4.13.7.2. act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Consolidation Centre Operator; and

4.13.7.3. comply with all rules and instructions issued from time to time by the Consolidation Centre Operator relating to the use and security of the Consolidation Centre and any other part of the Airport in which Consolidation Centre Services are provided; and

4.13.8. agrees that risk in the Booked Goods In remains at all times with that Operator, and that it shall accordingly maintain adequate insurance for the full re-instatement value of all such Booked Goods In against all loss or damage to such Booked Goods In.

4.14. If an Operator (a) fails to make payment to LLA of the Consolidation Centre Services when due, or (b) does not collect its Booked Goods In in accordance with the terms of these CCU, or (c) any Booked Goods In are Waste, Unsafe Goods or have perished (and the Consolidation Centre Operator has not agreed to store, handle or delivery such Booked Goods In knowing that they are Waste, Unsafe Goods, have perished or will perish):

4.14.1. if so confirmed in writing by LLA to that Operator, title to all such Booked Goods In, which are owned by that Operator and which are in the control or custody of the Consolidation Centre Operator, shall immediately pass to LLA;

4.14.2. LLA (and the Consolidation Centre Operator acting on behalf of LLA) shall be entitled to retain, sell, destroy or dispose of such Booked In Goods at its discretion without further liability to that Operator; and

4.14.3. that Operator shall indemnify LLA (and the Consolidation Centre Operator acting on behalf of LLA) against all liability, costs, charges, damages and expenses incurred by LLA to any third party as a consequence of the sale, disposal or destruction of such Booked In Goods by LLA (or the Consolidation Centre Operator acting on behalf of LLA).

5. Airport Access

5.1. Subject to each Operator's adherence to these CCU and each applicable Operator Agreement, LLA shall at its discretion permit that Operator's Workers access to the relevant Operational Areas at the Airport. Any such access will be subject to LLA's Operational Requirements from time to time and may be revoked without notice to the relevant Operator at LLA's discretion.

5.2. LLA shall at its discretion be at liberty at any time to:

5.2.1. deny any Worker access to, or remove any Worker from any part of the Airport (including an Operational Area); or

5.2.2. direct that an Operator ensures that one or more of its Workers cease accessing the Airport;

(a "**Worker Exclusion**").

5.3. If a Worker of an Operator is subject to a Worker Exclusion, that Operator shall ensure that that Worker ceases to access the Airport in the course of that Worker's engagement by that Operator (and if that Worker is present at the Airport (in the course of that Worker's engagement by that Operator) at the time that Operator is informed of that Worker Exclusion, that Operator shall ensure that that Worker is immediately removed from, or leaves, the Airport).

5.4. Each Operator shall have no claim under these CCU (or any relevant Operator Agreement) against LLA by way of compensation, damages, reduction in Charges, or otherwise, for any loss of or disruption to trade or in undertaking any activities in connection with its Activities as a result of a Worker Exclusion.

5.5. Each Operator shall not use its Operational Areas for any other purpose other than in connection with such Activities as are approved in advance by LLA from time to time.

5.6. Each Operator shall be liable to LLA for the repair of all damage to Airport and other property situated within the Airport sustained as a result of:

5.6.1. any activities carried out in connection with its Activities by that Operator or its Workers, Customers, Invitees or Subcontractors; or

5.6.2. any breach of these CCU (or any applicable Operator Agreement) by that Operator; or

5.6.3. the negligence or recklessness of that Operator or its Workers, Customers, Invitees, or Subcontractors;

("**Property Damage**").

5.7. If an Operator is liable to LLA for the repair of Property Damage in accordance with clause 5.6, at LLA's discretion, that Operator shall either:

5.7.1. undertake such works as are approved by LLA from time to time to make good such Property Damage and restore the relevant property to good repair and decorative state; or

5.7.2. pay to LLA the proper reasonable cost of LLA making good such Property Damage within 30 days of invoice.

5.8. Each Operator will procure (except to the extent otherwise instructed by LLA from time to time) that each of its Operational Areas is at all times:

5.8.1. maintained in a safe condition so as to not cause, or contribute to, loss or injury to any person;

5.8.2. kept in a clean and tidy condition; and

5.8.3. made secure to prevent any access to that Operational Area which is not authorised by LLA from time to time.

5.9. Each Operator shall obtain LLA's written consent to permit each of that Operator's Subcontractors access to the Airport (prior to each such Subcontractor first accessing or otherwise commencing operations at the Airport). Any such consent may be subject to such additional conditions and charges as LLA may determine from time to time. If LLA provides an Operator with written consent permitting one or more of that Operator's Subcontractors access to the Airport (each an "**Authorised Subcontractor**"), that Operator:

5.9.1. acknowledges and agrees that it does not in any way affect its responsibility to comply, or procure compliance, with its own obligations under these CCU (or any relevant Operator Agreement) including the payment of the Charges;

5.9.2. shall procure that each Authorised Subcontractor of the Operator (prior to accessing or otherwise commencing operations at the Airport) enters into a direct written agreement with LLA permitting that Authorised Subcontractor access to the Airport ("**Access Agreement**"); and

5.9.3. shall procure that each Authorised Subcontractor of that Operator complies
substantively with that Operator's relevant obligations under these CCU (or any relevant Operator Agreement) and the terms of each applicable Access Agreement (as if that Authorised Subcontractor were a party to these CCU and each applicable Access Agreement in place of that Operator).

5.10. Use of the Airport (including any Facilities) by each Operator is at each such Operator's sole risk, and LLA shall have no liability to each Operator in connection with such use except for death or personal injury caused by the deliberate act or negligence of LLA or any of LLA's Personnel.

6. Ancillary Areas

6.1. LLA may from time to time make Ancillary Areas available for use by one or more Operators (including in accordance with the terms of an Operator Agreement).

6.2. Each Operator acknowledges that in being bound by the terms of these CCU (and its entry into any relevant Operator Agreement), no form of exclusivity, occupation, tenancy or similar rights have been granted by LLA to that Operator in respect of the Ancillary Areas, Airport Common Infrastructure or any other part of the Airport (except for that Operator's Leased Areas, and only then to the extent provided by the terms of the applicable Lease).

6.3. Each Operator acknowledges that its use of the Ancillary Areas, Airport Common Infrastructure or any other part of the Airport (except for that Operator's Leased Areas, and only then to the extent provided by the terms of the applicable Lease) is as licensee and no rights of exclusive possession of the Ancillary Areas, Airport Common Infrastructure or any other part of the Airport (except for any of that Operator's Leased Areas, and only then to the extent provided by the terms of the applicable Lease) are granted by these CCU (or any relevant Operator Agreement) to that Operator.

6.4. Each Operator agrees and acknowledges that:

6.4.1. no relationship of landlord and tenant is created between that Operator and LLA in connection with that Operator's permission to use Ancillary Areas; and

6.4.2. that Operator shall not impede or prevent access to any Ancillary Area, Airport Common Infrastructure or any other parts of the Airport (except for that Operator's Leased Areas, and only then to the extent permitted by the terms of the relevant Lease) by LLA (or to persons authorised by LLA) at any time.

6.5. LLA may temporarily or permanently close, or impede access to, part or all of any Ancillary Area, Airport Common Infrastructure, or any other parts of the Airport (except for that Operator's Leased Areas, and only then to the extent it is prevented by the terms of the relevant Lease) for any reason (including if required in connection with any works of repair, alteration or refurbishment or extension) ("**Access Restriction**"). LLA will have no liability to an Operator whether by way of compensation or otherwise for any disruption to that Operator's business in connection with an Access Restriction.

6.6. Use of each Ancillary Area, Airport Common Infrastructure or any other part of the Airport (except for that Operator's Leased Areas, and only then to the extent provided by the terms of the applicable Lease) is at an Operator's sole risk, except for loss caused by the deliberate act or negligence of LLA or any of LLA's Personnel.

LLA's responsibility for Ancillary Areas

6.7. LLA will be responsible for any business rates payable in respect of Ancillary Areas.

6.8. LLA may supply to, or otherwise make available, Facilities and Utilities to Ancillary Areas but LLA will not be liable for any additional cost, loss, damage or

inconvenience that an Operator may sustain through any disruption to such supply or availability due to fire or other damage, mechanical breakdown, industrial action or any reason beyond LLA's reasonable control.

Each Operator's responsibility for its Ancillary Areas

6.9. Each Operator will in relation to each its Ancillary Areas:

6.9.1. not use it for any purposes other than:

6.9.1.1. the Permitted Use applicable to that Ancillary Area; and

6.9.1.2. in support of the performance of its Activities;

6.9.2. be responsible for safeguarding:

6.9.2.1. the health and safety of all persons using or attending that Ancillary Area from time to time; and

6.9.2.2. all property located within that Ancillary Area from time to time;

and shall indemnify LLA, and keep LLA indemnified, against all damages, liabilities, claims, costs and expenses of any description which LLA may incur in connection with the injury of any person, or damage or loss of any property, which occurs within that Ancillary Area (except to the extent such loss, damage or injury is caused by LLA);

6.9.3. at its cost:

6.9.3.1. keep it clean, tidy, in good repair and decorative state at all times (and in any event in no worse condition than it was in when that Ancillary Area was first allocated to that Operator by LLA); and

6.9.3.2. ensure it is used, and maintained, in accordance with the requirements of all Applicable Laws (and LLA's instructions) relating to health and safety from time to time;

6.9.4. not alter, interfere with or damage any utilities, services, heating or air handling equipment or other installations in it, and to report to LLA any fault in such equipment or installations promptly upon becoming aware of it;

6.9.5. not damage it, and if it does so, all such damage shall at LLA's option, either be made good:

6.9.5.1. by that Operator to the satisfaction of LLA; or

6.9.5.2. by LLA (or its appointed contractor), and the proper and reasonable costs of doing so shall be paid by that Operator to LLA (within 5 days of LLA's demand for such payment);

6.9.6. not make any alterations to it except in accordance with the provisions of clause 8;

6.9.7. not display any signs, notices, or advertisements on or in it other than as authorised in writing by LLA;

6.9.8. vacate it at the expiry or earlier termination of the relevant Operator Agreement by which LLA has allocated that Ancillary Area to that Operator (or at such earlier time on which that Ancillary Area ceases to be allocated to the relevant Operator in accordance with that Operator Agreement), or, if applicable, as provided under clause 6.13 of this CCU, leaving it:

6.9.8.1. empty, clean and tidy, usable and in no worse condition than at it was at the date on which it was first allocated to that Operator; and

6.9.8.2. if so directed by LLA, stripped out and made good to Handover Condition.

Changes to the Ancillary Areas allocated to each Operator

6.10. Each Operator may from time to time provide a written request ("**New Allocation Request**") to LLA, setting out the details of a request to change to the Ancillary Areas then currently allocated to that Operator by LLA ("**Current Allocation**").

6.11. If a New Allocation Request is received by LLA in accordance with clause 6.10, LLA shall at its discretion, or if so requested by the relevant Operator, discuss with that Operator whether, and how best, to meet the relevant New Allocation Request.

6.12. LLA may determine that an alteration to the Current Allocation of an Operator ("**Ancillary Area Variation**") shall be made from time to time (whether or not a New Allocation Request has been received), and the parties acknowledge and agree that LLA shall not be obliged to implement a New Allocation Request.

6.13. If LLA determines that a change to the Current Allocation of an Operator shall be implemented, LLA will inform that Operator in writing:

6.13.1. that a change to the Current Allocation is to be implemented;

6.13.2. the Ancillary Areas (if any) that will be allocated to the Operator to replace its Current Allocation ("**New Allocation**") by reference to a plan setting out the size in square feet of each Ancillary Area (if any) included within the New Allocation;

6.13.3. the date on which the New Allocation will take effect ("**Varied Allocation Date**"); and

6.13.4. any change to the Ancillary Area Charges in consequences of the Ancillary Area Variation; and

for the avoidance of doubt, a New Allocation, may result in no Ancillary Areas being allocated to that Operator.

6.14. If an Ancillary Area Variation will result in the relevant Operator no longer being allocated part of its Current Allocation ("**Unrequired Areas**"), that Operator shall on the day prior to the applicable Varied Allocation Date:

6.14.1. cease using all such Unrequired Areas;

6.14.2. remove all Contents from all such Unrequired Areas; and

6.14.3. if so directed by LLA, strip out and make good all such Unrequired Areas to Handover Condition.

6.15. If an Ancillary Area Variation is implemented part way through a Billing Period:

6.15.1. LLA shall recalculate the Ancillary Area Charges applicable to that Billing Period on a pro rata basis to account for such Ancillary Area Variation ("**Revised Billing Period Charge**");

6.15.2. in the event that the Ancillary Area Charges paid by that Operator in advance for that Billing Period ("**Advance Charge**") are lower than the Revised Billing Period Charge for that Billing Period, LLA shall reduce the Ancillary Area Charges applicable to the following Billing Period by the amount by which the relevant Advance Charge is higher than the relevant Revised Billing Period Charge; and

6.15.3. in the event that the Advance Charge applicable to that Billing Period is lower than the Revised Billing Period Charge for that Billing Period, that Operator shall pay to LLA a balancing payment calculated as the amount by which the relevant Revised Quarterly Charge is higher than the relevant Advance Charge ("**Ancillary Area Balancing Charge**") within 30 days of invoice of such Ancillary Area Balancing Charge;

provided that if the relevant Operator Agreement provides for "Ancillary Concession Area Balancing Charges", and "Ancillary Concession Area Balancing Credits", the provisions of this clause 6.15 shall not apply.

7. **Ancillary Area Defects**

7.1. Each Operator shall be responsible for remedying any defect or other fault with each its Ancillary Areas ("**Defect**"), occurring during the Allocation Period (except in respect of any defect to Airport Infrastructure which is not caused by the relevant Operator).

7.2. Each Operator shall notify LLA immediately on becoming aware of any Defect which may:

7.2.1. adversely affect:

7.2.1.1. any other facilities or operations at the Airport;

7.2.1.2. the ability of that Operator to utilise the relevant Ancillary Area for its Permitted Use;

7.2.1.3. the operation of the Airport; or

7.2.1.4. other property or Airport Infrastructure; or

7.2.2. constitute, or result in:

7.2.2.1. an increased risk to the health and safety of persons at the Airport;

7.2.2.2. an increased risk to the environment;

7.2.2.3. a breach of any Applicable Law; or

7.2.2.4. an increased risk to the maintenance of security at the Airport;

(each a "**Reportable Defect**").

7.3. Subject to any requirements in accordance with clause 8, in respect of each Reportable Defect:

7.3.1. if LLA informs the relevant Operator that LLA considers that such Reportable Defect constitutes, or may result in:

7.3.1.1. an immediate risk to health, safety, the environment, other property (including Airport Infrastructure) or the maintenance of security at the Airport;

7.3.1.2. a breach of any Applicable Law which might result in the immediate intervention of any government or regulatory body; or

7.3.1.3. any other immediate risk which is of a significant or serious nature;

(each a "**Critical Defect**");

then that Operator shall remedy such Reportable Defect as soon as practicable (and in any event within 24 hours of LLA informing the Operator that such Reportable Defect is a Critical Defect); or

7.3.2. if LLA informs an Operator that LLA considers that such Reportable Defect may adversely affect:

7.3.2.1. the operations of that Operator, LLA or any third party at the Airport; or

7.3.2.2. the availability of facilities at the Airport;

(each a "**Serious Defect**");

and is not a Critical Defect, then that Operator shall remedy such Reportable Defect as soon as practicable (and in any event within 48 hours of LLA informing that Operator that such Reportable Defect is a Serious Defect); and

7.3.3. unless otherwise specified in accordance with the preceding sub-clauses of this clause 7.3, that Operator shall remedy all Defects within two weeks of becoming aware of such Defect.

7.4. Subject to any requirements in accordance with clause 8, each Operator may effect temporary repairs if necessary to comply with clause 7.3 provided:

7.4.1. that Operator obtains LLA's advance written approval to such temporary repairs; and

7.4.2. permanent repairs are effected within one week after such temporary repairs (or such other period as agreed in writing by LLA).

8. **Alteration Works**

8.1. Each Operator shall prior to the commencement of Alteration Works, provide LLA with a proposal setting out:

8.1.1. a detailed specification of the proposed Alteration Works to be undertaken;

8.1.2. the timetable in which the proposed Alteration Works will be completed in;

8.1.3. the work methods to be used to undertake the proposed Alteration Works;

8.1.4. details of any anticipated operational disruption in consequence of the proposed Alteration Works;

13. Terms of Use

8.1.5. any changes to the design and functionality of the relevant Ancillary Area in consequence of the proposed Alteration Works; and

8.1.6. any anticipated impairment of its Activities in consequence of the proposed Alteration Works;

("**Alteration Works Proposal**").

8.2. Each Operator shall:

8.2.1. not permit Alterations Works to commence unless a relevant Alteration Works Proposal has been approved in writing by LLA ("**Approved Alterations Works Proposal**"); and

8.2.2. on request, notify LLA of the total value of Alteration Works, and provide such information to LLA's insurers as they may request from time to time in respect of such Alteration Works.

8.3. Each Operator shall ensure that all Alteration Works are carried out and completed:

8.3.1. in a proper and workmanlike manner;

8.3.2. to the satisfaction of LLA (and any completion or inspection requirements specified by LLA from time to time);

8.3.3. with the highest level of care, skill and diligence;

8.3.4. in a manner so as not to endanger the health and safety of any person or cause damage to any property;

8.3.5. by persons who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Operator's obligations in these CCU (and any relevant Operator's Agreement) are fulfilled; and

8.3.6. in accordance with:

8.3.6.1. the relevant Approved Alteration Works Proposal (subject to any variation to such Approved Alteration Works Proposal as is agreed in writing by LLA from time to time);

8.3.6.2. all applicable Building Consents;

8.3.6.3. all Applicable Laws;

8.3.6.4. these CCU (and any relevant Operator Agreement); and

8.3.6.5. all instructions issued by LLA, from time to time including in respect of such matters as (without limitation) delivery times and routes, use of compounds, access routes to the Ancillary Area, and waste removal.

9. Works Requirements

CDM Regulations

9.1. Each Operator and LLA agree that for the purposes of the CDM Regs that Operator shall be treated as the sole client in respect of all Alteration Works carried out by, or on behalf, of that Operator.

9.2. Each Operator shall in connection with all of its Alteration Works:

9.2.1. comply with its obligations as a client in accordance with the CDM Regs;

9.2.2. ensure that each Contractor complies with that Contractor's obligations in accordance with the CDM Regs (including, but not limited to, the preparation of a health and safety file in respect of such Alteration Works ("**HSF File**")); and

9.2.3. notify LLA immediately of any aspect of Alteration Works or any instruction issued by LLA from time to time which is not in accordance with the CDM Regs or any other Applicable Laws.

9.3. Each Operator shall, on demand from time to time, and in any event on or before completion of its Alteration Works, provide to LLA a copy of the HSF File relevant to such Alteration Works and will procure that LLA is granted an irrevocable, royalty free, perpetual, worldwide licence to copy and use such HSF File for any purpose.

Building Consents

9.4. Each Operator shall in respect of all of its Alteration Works:

9.4.1. obtain all Building Consents necessary to lawfully carry out such Alteration Works;

9.4.2. not commence any part of such Alteration Works before obtaining all Building Consents necessary to lawfully carry out that part of such Alteration Works;

9.4.3. provide evidence of all Building Consents in respect of such Alteration Works to LLA within 2 Business Days of their grant to that Operator;

9.4.4. advise LLA within 2 Business Days if any application for Building Consent in respect of such Alteration Works is refused or proffered only subject to conditions that the Operator considers unacceptable; and

9.4.5. adhere to all conditions and requirements set out in all Building Consents in the course of carrying out such Alteration Works.

Quality of Alteration Works

9.5. Each Operator shall ensure that:

9.5.1. all materials used in all of its Alteration Works are:

9.5.1.1. in conformity with all Applicable Laws and all relevant British construction standards or codes of practice (generally adhered to within the construction industry at the time of specification);

9.5.1.2. not dangerous or hazardous to health and safety or deleterious to the integrity or durability of the such Alteration Works or the Airport (or any part(s) thereof); and

9.5.1.3. in accordance with all guidelines contained in the then current edition of the publication 'Good Practice in the Selection of Construction Materials' published by The British Council for Offices;

9.5.2. the design and construction of all of its Alteration Works is undertaken by

suitably skilled and qualified individuals exercising at all times all reasonable skill, care and diligence to be expected of properly qualified and competent persons experienced in projects of similar scope, type, size, nature and complexity as those Alteration Works; and

9.5.3. all of its Alteration Works on completion are fit for their intended purpose, are of good quality, and do not create a health and safety risk for persons attending the Airport.

LLA Inspections

9.6. Without prejudice to LLA's rights set out in clause 6.4, each Operator will, at the request of LLA, make available suitable Personnel of that Operator and of any of its Contractors at the relevant Ancillary Area at such time and date as LLA specifies to:

9.6.1. show and explain to LLA the progress of any of its Alteration Works; and

9.6.2. permit LLA and its duly authorised representatives to:

9.6.2.1. undertake its own inspection of such Alteration Works; and

9.6.2.2. monitor that Operator's, and any relevant Contractor's, adherence to its obligations under these CCU (and any relevant Operator Agreement) in connection with such Alteration Works.

10. Operator Requirements

General Operational Requirements

10.1. Each Operator agrees and acknowledges that LLA may at its discretion implement Operational Requirements from time to time (which may include closure of part or all of the Airport). Each Operator will adhere to all Operational Requirements and any alterations to such Operational Requirements from time to time (in so far as they are applicable to that Operator). Alterations to Operational Requirements by LLA may arise from time to time without notice or justification to each Operator.

10.2. Each Operator in connection with its Activities and at all times whilst present at the Airport shall:

10.2.1. adhere to all instructions and directions issued by LLA or an Airport Official;

10.2.2. implement and maintain such operating procedures and work methods, and adhere to such operational requirements, as LLA or an Airport Official may specify from time to time;

10.2.3. promote a culture of continual improvement in the performance of its Activities and carry out such Activities in an efficient manner;

10.2.4. only implement such operating procedures and policies as are approved by LLA from time to time in connection with its Activities at the Airport (and implement immediately such changes to such procedures and policies as may be requested by LLA from time to time);

10.2.5. co-operate with LLA in all matters relating to its Activities;

10.2.6. carry out its Activities in accordance with the highest level of care, skill and diligence in accordance with best practice in the relevant industry, profession or trade;

10.2.7. not obstruct any roads or access routes within the Airport at any time;

10.2.8. not interfere with or disrupt the normal operation of:

10.2.8.1. the Airport;

10.2.8.2. the infrastructure or equipment at the Airport; or

10.2.8.3. the activities of LLA or any other third party operating at the Airport;

10.2.9. only use Workers who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to adequately undertake its Activities and to ensure that its obligations in these CCU (and each relevant Operator Agreement) are fulfilled;

10.2.10. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in these CCU (and each relevant Operator Agreement) and to undertake its Activities;

10.2.11. provide such information, reports and supporting documentation as LLA may request from time to time in connection with its Activities (within such time period as LLA may specify from time to time);

10.2.12. ensure that:

10.2.12.1. no Operator Assets are brought onto any part the Airport by or on behalf of that Operator (including any Airside location) without the prior consent of LLA;

10.2.12.2. Operator Assets are only brought onto the Airport (including any Airside location) in accordance with such access and security procedures as LLA may specify from time to time;

10.2.12.3. all Operator Assets are at all times used and kept on the Airport only accordance with such security and health and safety requirements as LLA may specify from time to time;

10.2.12.4. all Operator Assets are at all times of satisfactory quality and fit for the purpose for which it is used;

10.2.12.5. all Operator Assets are at all times kept in a good decorative state, good repair and working order;

10.2.12.6. no Operator Assets are stored at the Airport without the prior consent of LLA;

10.2.12.7. all Operator Assets are at all times used and stored:

10.2.12.7.1. in accordance with all relevant manufacturer instructions;

10.2.12.7.2. all Applicable Laws relating to health and safety;

13. Terms of Use

and

10.2.12.7.3. in such a manner so as to prevent unauthorised access or use by third parties (which has not been approved by either that Operator or LLA from time to time); and

10.2.12.8. no Operator Assets are installed, affixed or attached to any part of the Airport, except as permitted in accordance with any relevant Operator Agreement or as otherwise agreed in writing by LLA from time to time;

10.2.13. not make any alteration to any part of the Airport, or undertake any construction works at the Airport, without LLA's prior written agreement (unless otherwise permitted in accordance with the terms of an Operator Agreement);

10.2.14. not do anything, or omit to do anything, whereby the terms of any licence held by LLA with any third party (including for the operation of the Airport, the provision or use of software, or the provision or use of any other goods and or services) could be, or are, breached, or such licence could be liable to forfeiture, suspension, or endangered, or whereby LLA's position and reputation as an airport operator could be adversely affected;

10.2.15. comply with the Mandatory Policies, all Applicable Laws, and all industry standards and best practice relevant to undertaking its Activities (and on request provide to LLA copies of its procedures and policies established to ensure compliance with the Mandatory Policies);

10.2.16. carry out all Activities in such as a manner so as not to render LLA or any third party in breach of any Applicable Laws or the Mandatory Policies;

10.2.17. not to cause or permit a legal nuisance, damage or unreasonable disturbance, annoyance, inconvenience or interference to LLA, the owners or occupiers of land adjoining the Airport, or to any third party at the Airport;

10.2.18. not to interfere with:

10.2.18.1. LLA's ownership (where applicable), enjoyment, operation or use of:

10.2.18.1.1. any part of the Airport; or 7.2.17.1.2. its property or equipment; or

10.2.18.2. any right enjoyed by LLA or occupiers of any adjoining property save as is reasonably necessary in order to carry out its Activities;

10.2.19. not to erect any structure or place any advert or sign in the Airport without LLA's written approval;

10.2.20. not to do anything on or in relation to the Airport that would or might cause LLA to be in breach of the tenant's covenants and the conditions contained in any applicable lease(s) in respect of the Airport;

10.2.21. not to do anything on or in relation to the Airport that would or might be in breach of any planning permission, licence, authorisation or consent applicable to the Airport or LLA;

10.2.22. agree and undertake to pay to LLA on demand any increased premium incurred for LLA's insurance of any parts of the Airport as a result of, or in contemplation of, it carrying out its Activities;

10.2.23. not do or omit to do anything which may cause or contribute to LLA losing any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

10.2.24. not do or omit to do anything which may constitute, cause or contribute to any breach by LLA of any contract binding on LLA;

10.2.25. carry out all its Activities in accordance with all third party health and safety policy and procedural requirements which are relevant to such Activities;

10.2.26. notify LLA of any notice that its receives from any government authority or agency identifying or alleging any breach of law or regulation relevant to its Activities at the Airport, and confirm to LLA what action it will take in order to comply and when;

10.2.27. not do anything at the Airport which is, or that LLA considers is, a danger to health and safety or which does, or that LLA considers may, cause damage to any property;

10.2.28. enter and exit the Airport via such route(s) and in accordance with such access and security procedures as LLA may specify from time to time;

10.2.29. not park or leave any vehicle or equipment in the Airport except in such locations as are authorised by LLA from time to time;

10.2.30. not interfere with any other activity conducted by LLA or any other party in connection with the Airport; and

10.2.31. not install or make available for use by members of the public or the Operator's Personnel wireless internet access (including Wi-Fi) within the Airport, unless otherwise agreed in writing by LLA.

10.3. Each Operator agrees and acknowledges that it shall remain responsible for the safeguarding and use of all Operator Assets brought onto the Airport by (or on behalf of) that Operator, and that the storage or use of any such Operator Assets at the Airport shall be at the sole risk of that Operator.

Compliance with Laws and Mandatory Policies

10.4. Each Operator in the course of its Activities and at all times whilst present at the Airport shall comply with:

10.4.1. all Applicable Laws; and

10.4.2. the Mandatory Policies;

13. Terms of Use

and shall on request provide to LLA within 24 hours copies of that Operator's procedures and policies established to ensure compliance with such Applicable Laws and Mandatory Policies.

10.5. Each Operator shall pay to LLA all charges that that Operator incurs (or causes LLA to incur) under any Mandatory Policies, and such charges if not paid may be deducted from any payment due to that Operator by LLA.

10.6. Each Operator shall:

10.6.1. if any of its Activities are conducted in an Airside location, have, and will operate to, an Airside operations manual approved by LLA;

10.6.2. for the purpose of meeting its obligations under these CCU (and any relevant Operator Agreement), have in place and maintain at all times:

10.6.2.1. a quality management system and procedures in respect of the conduct of its Activities;

10.6.2.2. a health and safety policy in respect of the conduct, and risk mitigation, of its Activities; and

10.6.2.3. a business continuity plan or disaster recovery plan from time to time so far as it relates to the ability of that Operator to undertake its Activities;

(together its "**Internal Policies**")

and shall provide copies of its Internal Policies to LLA for review at any time on request and implement such amendments to such Internal Policies as LLA may specify from time to time;

10.6.3. attend meetings with LLA as and when invited to do so; and

10.6.4. not operate under any branding that includes the title "London Luton Airport" or similar, nor use LLA's logo without LLA's prior written consent.

11. Emergency Contacts

11.1. Each Operator, shall:

11.1.1. ensure that at least one member of its Key Personnel is at all times available to respond immediately to all communications sent to that Operator by LLA from relevant Commencement Date to the relevant Cessation Date;

11.1.2. prior to the relevant Commencement Date, provide LLA with the Emergency Details of all Key Personnel; and

11.1.3. within 24 hours of a change to its Key Personnel's Emergency Details, provide to the Airport Operations Control Centre up to date Emergency Details for such Key Personnel.

12. Airport Safety

12.1. Each Operator acknowledges and agrees with LLA that:

12.1.1. LLA gives no warranty or assurance as to the state or condition of any Operational Area (or any other part of the Airport), including, without limitation, as to whether each such Operational Area (or any other part of the Airport) is safe and suitable for:

12.1.1.1. Workers, Customers, Subcontractors or Invitees to access; or

12.1.1.2. the purpose of carrying out any Activities;

12.1.2. LLA gives that Operator permission and opportunity to inspect and carry out investigations as to the state and condition of its Operational Areas and that Operator shall be responsible for determining from its own inspections and investigations if those Operational Areas are safe and suitable for persons to access and to undertake its Activities; and

12.1.3. all Activities shall be undertaken at that Operator's own risk.

12.2. Each Operator shall ensure that all of its Activities are undertaken:

12.2.1. in accordance with all Applicable Laws pertaining to health and safety;

12.2.2. in such a manner so as to reduce the risk to the health and safety of persons at the Airport so far as is practicable; and

12.2.3. in such a such manner so as to not cause loss or injury to any person.

12.3. Each Operator shall between the relevant Commencement Date to the relevant Cessation Date:

12.3.1. maintain in place suitable and effective policies and prepare suitable and effective Method Statements and Risk Assessments to ensure the health and safety of all persons in connection with its Activities is safeguarded (irrespective of the location such Activities are to be conducted at within the Airport and whether or not such Activities are to be undertaken by a Subcontractor);

12.3.2. maintain an organisational structure which clearly shows the roles and responsibilities of that Operator's managers in safeguarding the health and safety of that Operator's Personnel, LLA's Personnel and third parties at the Airport; and

12.3.3. maintain effective policies and procedures to implement, monitor and audit its adherence to its obligations in clauses 12.3.1 and 12.3.2 above;

(together the "**H&S Documentation**")

12.4. Each Operator shall on demand within 24 hours provide LLA with copies of all of that Operator's H&S Documentation.

12.5. Each Operator shall:

12.5.1. promote a culture of continual improvement in reducing the risks to the health and safety of persons at Airport in connection with the performance of such Activities; and

12.5.2. implement and maintain within its business a "just culture" in accordance with the requirements of regulation (EU) No 376/2014 of the European Parliament and of the Council of 3 April 2014.

12.6. Each Airside Operator shall, and shall procure that all of its relevant Workers shall, fully participate in and adhere to the requirements of the Airside Safety

13. Terms of Use

Programme and ensure that:

12.6.1. suitable Workers are in attendance at all meetings (each a "**Safety Meeting**") arranged from time to time in connection with the Airside Safety Programme;

12.6.2. it provides such reports and information to LLA and other participants of the Airside Safety Programme as LLA, or the chairperson of any Safety Meeting, may specify from time to time; and

12.6.3. it promptly implements such actions and measures as LLA, or the chairperson of any Safety Meeting, may direct from time to time in connection with the Airside Safety Programme.

12.7. In the course of its participation in the Airside Safety Programme, each Airside Operator shall at all times act in good faith and co-operate with all other participants of the Airside Safety Programme to promote a safe working environment at the Airport.

13. **Environmental Protection**

13.1. In connection its Activities, each Operator shall ensure:

13.1.1. that no toxic or hazardous substance is spilt on the surface of, or permitted to enter into the drains or gullies of, the Airport; and

13.1.2. that the Environment is not polluted with a Contaminant (other than by normal emissions from vehicles);

and each Operator shall be liable for, and shall indemnify LLA against, any and all damages, liabilities, claims, costs and expenses that arise as a consequence of Environmental Damage caused in connection with that Operator's Activities (or otherwise by that Operator);

13.2. If any Environmental Damage is caused in connection with an Operator's Activities

(or otherwise by that Operator), that Operator shall:

13.2.1. notify LLA immediately of the nature and extent of the Environmental Damage;

13.2.2. immediately investigate the cause of such Environmental Damage;

13.2.3. take immediate action to prevent any further Environmental Damage;

13.2.4. at LLA's option, either:

13.2.4.1. as soon as practicable, undertake at its cost (and subject to LLA's approval of any works method or programme) all necessary remediation work to restore the affected Environment to the state it was in prior to the Environmental Damage taking place and in accordance with any directions or requirements of any relevant government or regulatory body ("**Remedial Works**"); or

13.2.4.2. pay to LLA on an indemnity basis all of the costs incurred by LLA in undertaking such Remedial Works; and

13.2.5. demonstrate to LLA's satisfaction that the it has complied with the provisions of this clause 13.2, including but not limited to, by making available to LLA all relevant reports and test results on an open book basis, and providing copies of them to LLA on request.

14. **Airport Security**

14.1. Each Operator shall in connection with its Activities at the Airport:

14.1.1. comply, at its own cost, with all Security Requirements, including:

14.1.1.1. LLA's right to stop and search persons and their vehicles at the Airport;

14.1.1.2. the requirement for persons working at the Airport, or accessing an Airside location (other than as a bona fide Passenger) to obtain and wear an ID Pass (which must be visible at chest or shoulder height) at all times whilst present at the Airport,

14.1.1.3. all security restrictions or requirements LLA specifies from time to time in respect of persons:

14.1.1.3.1. accessing different parts of the Airport;

11.1.1.3.2. conducting certain activities in different parts of the Airport;

14.1.1.3.2. bringing certain items, equipment or vehicles into different parts of the Airport; and

14.1.1.3.3. using certain items, equipment or vehicles in different parts of the Airport;

14.1.2. ensure that all of its Workers, Subcontractors, Invitees and any person under its Control comply at all times with the Security Requirements and the Worker Terms;

14.1.3. provide all of its Workers, Subcontractors and Invitees prior to their attendance at the Airport, with sufficient information and training to understand the Security Requirements;

14.1.4. immediately remove from the Airport any of its Workers, Subcontractors or Invitees, who fail to comply with the Security Requirements;

14.1.5. ensure that if it is designated by LLA as being in control of an Access Point at the Airport from time to time, that:

14.1.5.1. such Access Point is staffed at all times by Workers adequately trained in respect of the Security Requirements relevant to persons, items and vehicles entering, and exiting, a Security Restricted Area through such Access Points;

14.1.5.2. only persons, items and vehicles permitted to gain entry

13. Terms of Use

through such Access Point in accordance with the Security Requirements are permitted to enter or exit a Security Restricted Area through such Access Points;

14.1.5.3. each person, item or vehicle permitted to gain entry through such Access Point undergoes and satisfies such security, identity and screening checks as are required in accordance with the Security Requirements before being permitted such entry;

14.1.5.4. it immediately notifies LLA if a person, item or vehicle gains entry through such Access Point in breach of the Security Requirements; and

14.1.5.5. it has in place robust and effective policies and procedures to ensure that the requirements in this clause 14.1.5 are at all times adhered to;

14.1.6. ensure that if it is designated by LLA as being in control of any part of the Security Perimeter from time to time, that:

14.1.6.1. it erects and maintains on the Security Perimeter a boundary which prevents all persons from entering or exiting the Airside location(s) which adjoin such boundary (to such standard and specification as LLA may specify from time to time) ("**Operator's Airside Boundary**");

14.1.6.2. at all times it wholly and effectively monitors each of its Operator's Airside Boundaries so as to ensure that no person enters or exists the Airside location(s) adjoining such

14.1.6.3. Operator's Airside Boundaries (except in accordance with the provisions of clause 14.1.5);

14.1.6.4. it immediately notifies LLA if a person, item or vehicle gains entry to, or exits from, any Airside location adjoining its Operator's Airside Boundaries; and

14.1.6.5. it has in place robust and effective policies and procedures to ensure that the requirements in this clause 14.1.6 are at all times adhered to.

14.1.7. ensure that if (a) it is designated by LLA as being in control of any part of the Security Perimeter or (b) it leases any Leased Areas at the Airport from time to time, that it:

14.1.7.1. erects and installs a CCTV Camera in each location at the Airport as LLA may specify from time to time ("**Installed CCTV Camera**");

14.1.7.2. ensures that each Installed CCTV Camera captures recorded video footage from such areas of the Airport as LLA may specify from time to time ("**Recorded Footage**");

14.1.7.3. ensures that it takes all practicable steps to ensure that each Installed CCTV Camera is operational and captures Recorded Footage at all times;

14.1.7.4. monitors the Recorded Footage with such regularity as LLA may specify from time to time;

14.1.7.5. immediately notifies LLA of any failure or fault with an Installed CCTV Camera which prevents that Installed CCTV Camera from capturing Recorded Footage ("**Defective CCTV Camera**"), and:

14.1.7.5.1. repairs or replaces that Defective CCTV Camera as soon as practicable (so as to ensure it returns to good working order); and

14.1.7.5.2. prior to the repair or replacement of that Defective CCTV Camera, implements such intermediate action or measures as LLA may specify from time to time for the purpose of maintaining security at the Airport;

14.1.8. retains all Recorded Footage for such period as LLA may specify from time to time (which shall be no less than 3 months after the date on which it was first recorded), unless otherwise prevented by any Applicable Law; and

14.1.8.1. immediately provides to LLA such Recorded Footage as LLA may specify from time to time, unless otherwise prevented by any Applicable Law.

14.2. Each Operator shall at all times:

14.2.1. act honestly, transparently and with integrity (including in respect of all of its dealings with LLA, and in connection with all Activities it undertakes);

14.2.2. provide such assistance, cooperation, documents, data and information, and in such format, as LLA may require from time to time; and

14.2.3. ensure that all information provided to LLA is accurate, complete, not misleading and up to date, and notify LLA without any undue delay if any such information becomes inaccurate, incomplete, misleading or out of date.

14.3. Each Operator warrants that LLA shall be entitled to rely on all information provided by it to LLA, whether in accordance with clause 14.2 or otherwise, and shall be liable for, and shall indemnify LLA against, any and all damages, liabilities, claims, costs and expenses that arise as a consequence of LLA's reliance on such information if itis inaccurate, incomplete, misleading or out of date

13. Terms of Use

15. **Operational Support**

15.1. Each Operator shall ensure that it has sufficient Workers available at all times to undertake all Security Requirements and Critical Operations which are designated or determined by LLA to be that Operator's responsibility ("**Operator's Critical Requirement**") from time to time, and in event it fails to do so (a "**Staff Shortage**") immediately notify LLA of:

15.1.1. the Staff Shortage;

15.1.2. the likely impact on its Activities;

15.1.3. the risk to the security of the Airport ("**Security Risk**");

15.1.4. the number and seniority of LLA staff required to wholly mitigate the Security Risk; and

15.1.5. whether it wishes to request that LLA supplies LLA Personnel to fulfil the relevant Operator's Critical Requirement ("**Staffing Request**").

15.2. LLA may from time to time at its discretion (whether or not a Staffing Request has been received) provide, or procure the provision of, Support Staff to assist an Operator in performance of any of that Operators:

15.2.1. Security Requirements; or

15.2.2. Critical Operations;

("**Operational Support**").

15.3. Support Staff shall at all times remain under the direction, supervision and control of LLA (or LLA's appointed subcontractor) and shall only undertake such tasks and activities as LLA directs from time to time in the performance of any Operational Support.

15.4. Each Operator in receipt of Operational Support shall:

15.4.1. at all times fully co-operate with LLA and Support Staff in connection with the provision of any Operational Support;

15.4.2. provide LLA and Support Staff with sufficient operational information to adequately and safely provide all Operational Support;

15.4.3. provide the Support Staff with such training as is necessary to adequately and safely provide all Operational Support; and

15.4.4. inform LLA within 24 hours of any safety concerns or operational deficiencies arising in connection with the provision of Operational Support (together with such supporting information as LLA may request from time to time).

15.5. LLA shall be under no obligation to commence, or continue to provide, Operational Support to an Operator and each Operator receiving Operational Support shall remain solely responsible and liable for the performance of that Operator's obligations under these CCU and each applicable Operator Agreement.

Groundhandler Support

15.6. LLA may from time to time at its discretion provide, or procure the provision of, Support Staff to provide Operational Support to a Groundhandler in respect of:

15.6.1. assisting that Groundhandler to perform some or all Groundhandling Services (to the extent determined by LLA); and/or

15.6.2. the provision Marshalling Support;

(each together and separately being "**Groundhandler Support**");

16. **ID Passes**

16.1. LLA shall at its discretion be at liberty at any time to:

16.1.1. refuse to issue an ID Pass to any of each Operator's Attendees ("**ID Pass Refusal**"); or

16.1.2. suspend or revoke any ID Pass issued to any of each Operator's Attendee ("**ID Pass Suspension**").

16.2. Each Operator shall have no claim under these CCU (or any relevant Operator Agreement) against LLA by way of compensation, damages, reduction in Charges, or otherwise, for any loss of or disruption to trade or in undertaking its Activities as a result of an ID Pass Refusal, ID Pass Suspension or any delay in issuing an ID Pass to any of that Operator's Attendees.

16.3. Each Operator shall procure that each of its Attendees shall:

16.3.1. apply to the Airport ID Centre to obtain an ID Pass at least 7 Business Days prior to attending the Airport (unless that Attendee already holds a then current valid ID Pass);

16.3.2. promptly provide all required supporting documentation and complete all such tests, applications and requirements as may be specified by the Airport ID Centre from time to time;

16.3.3. at all times whilst present at the Airport:

16.3.3.1. hold a then current valid ID Pass; and

16.3.3.2. wear that ID Pass over all external clothing and at chest height;

16.3.4. not access a part of the Airport, unless:

16.3.4.1. that Attendee holds an ID Pass which permits access to that part of that Airport; or

16.3.4.2. that part of the Airport is accessible to members of the public and is not within a Security Restricted Area; or

16.3.4.3. that Attendee is Escorted in that part of the Airport;

16.3.5. at least 7 Business Days prior to the expiry of an ID Pass issued to that Attendee, apply to the Airport ID Centre to renew that ID Pass (unless that Attendee's Last Day has occurred, or will occur, prior to the date on which the relevant ID Pass is due to expire);

16.3.6. in respect of all ID Passes issued to that Attendee:

16.3.6.1. keep such ID Passes safe and secure at all times; and

16.3.6.2. not permit any third party to use such ID Pass to gain, or attempt to gain, access to any part of the Airport;

16.3.7. inform the Airport ID Centre immediately in writing if an ID Pass issued to that Attendee has been:
16.3.7.1. lost, stolen or is otherwise in the possession of a person other than that Attendee; or
16.3.7.2. used by a person other than the Attendee to gain, or attempt to gain, access to any part of the Airport;
16.3.8. return all ID Passes issued to that Attendee to the Airport ID Centre on the earlier of:
16.3.8.1. that Attendee's Last Day; or
16.3.8.2. if an ID Pass held by that Attendee is the subject of ID Pass Suspension, the date on which that ID Pass Suspension takes place;
("**Return Date**")
16.3.9. inform the Airport ID Centre immediately in writing if that Attendee:
16.3.9.1. commits a criminal offence or breached any of the Mandatory Policies whilst at the Airport;
16.3.9.2. becomes subject to a police investigation or is arrested in connection with a criminal offence which may result in that Attendee being convicted of a Disqualifying Conviction; or
16.3.9.3. has been convicted of a Disqualifying Conviction.

16.4. If an Operator Suspends or Dismisses one its Workers, that Operator shall:
16.4.1. immediately notify LLA of the name of that Worker and the reason for the Suspension or Dismissal; and
16.4.2. obtain, and return to the Airport ID Centre, all ID Passes issued to that Worker.

17. **Incident Reporting**

17.1. Each Operator shall immediately report to LLA (to such person, in such form and by such means as LLA may specify from time to time) any incident, circumstance or behaviour which that Operator or its Personnel become aware of:
17.1.1. which either the Operator or LLA has an obligation to report to the CAA in accordance with the CAA's publication "CAP 382, The Mandatory Occurrence Reporting Scheme" or in accordance with any other Applicable Law;
17.1.2. which results in (or nearly results in):
17.1.2.1. a person suffering personal injury at the Airport;
17.1.2.2. damage to a person's property at the Airport; or
17.1.2.3. damage to the Airport (including to any Facilities); or
17.1.3. which that Operator, or its Personnel, suspects, or ought reasonably to suspect, may result in an increased risk to:
17.1.3.1. the security of the Airport; or
17.1.3.2. the health and safety of persons at the Airport;
17.1.4. which adversely impacts the operation of the Airport, LLA or any third party operating at the Airport; or
17.1.5. which may bring the reputation of the Airport, LLA or that Operator into disrepute;
(each a "**Reportable Incident**").

17.2. Each relevant Operator shall keep a written record of each Reportable Incident setting out:
17.2.1. the time and date the Reportable Incident occurred;
17.2.2. a full description of the Reportable Incident;
17.2.3. the name and Contact Details of each person (including that Operator's Personnel) who:
17.2.3.1. was involved in, or caused, the Reportable Incident;
17.2.3.2. responded to, or assisted, with the Reportable Incident; or
17.2.3.3. reported the Reportable Incident to that Operator; and
17.2.4. the reasons for the occurrence of the Reportable Incident (to the extent known by that Operator);
and shall keep each such written record for a period of at least 3 years following the date of the relevant Reportable Incident (and shall provide copies of such written records to LLA immediately on request).

17.3. Each Operator shall provide LLA (and its professional advisers) with all reasonable co-operation, evidence and assistance as soon as reasonably practicable in relation to any review or investigation instigated by LLA in respect of a Reportable Incident.

17.4. If LLA concludes that the incident, circumstance or behaviour leading to a Reportable Incident arose in consequence of a breach by an Operator of its obligations under these CCU (or a relevant Operator Agreement), that Operator shall, as soon as practicable, implement such remedial action as LLA may specify to avoid a recurrence of any similar incident, circumstance or behaviour.

18. **Aircraft Operational Requirements**

Slots

18.1. The Airport is designated as a Coordinated Airport. No Fixed Wing Operator shall permit, undertake or arrange a Movement of a Fixed Wing Aircraft outside of the date and time of a Slot allocated in advance by ACL to the relevant Flight being undertaken by that Fixed Wing Aircraft (except in respect of bona fide Emergency Divert or ILS Calibration).

Aircraft Operations

18.2. Each Fixed Wing Operator in the course of its Activities, must adhere to all rules, guidance and instructions published or otherwise issued by ACL from time to time, including:
18.2.1. providing ACL in advance with a complete and accurate planned

13. Terms of Use

Movement schedule for each Fixed Wing Aircraft (in accordance with any requirements specified by ACL from time to time);

18.2.2. ensuring written correspondence to ACL should, wherever possible, be in electronic format and conform to IATA's messaging and communications standards from time to time; and

18.2.3. using reasonable endeavours to attempt to book Slots by contacting ACL during ACL's normal working hours, provided that in the event that it is necessary to attempt to book Slots outside of ACL's normal working hours, that Fixed Wing Operator (acting by its Appointed Groundhandler):

18.2.4. shall utilise ACL's Online Coordination System ("**OCS**") to attempt to book such Slots; or

18.2.5. in the event the Fixed Wing Operator (or its Appointed Groundhandler) does not hold an OCS account, shall contact the Airport Operations Control Centre to attempt to book such Slots.

18.3. Each Aircraft Operator shall comply with, and take all due account of, the following in the course of its Activities and at all times in connection with the Aircraft's Operator's Aircraft (both situated at the Airport and undertaking Flights to or from the Airport):

18.3.1. all requirements, procedures, guidance, notices and warnings as published from time to time in:

18.3.1.1. LLA's "Aerodrome Manual";

18.3.1.2. the Air Navigation Order 2016 as amended;

18.3.1.3. the "AD" section of the "United Kingdom Aeronautical Information Publication" issued by NATS;

18.3.1.4. all "Notices to Airmen" (NOTAM) applicable to the Airport issued by NATS; and

18.3.1.5. all Applicable Laws;

18.3.2. any orders, instructions or directions issued or published from time to time by LLA, ATC or an Airport Official whether in writing or otherwise;

18.3.3. the Aviation Security Act 1982 as amended (including by the Civil Aviation Act 2012); and

15.3.4. these CCU.

18.4. Each Aircraft Operator:

18.4.1. shall maintain in place a written agreement for the provision of aircraft maintenance services at the Airport (by a third party authorised to provide such services by LLA) in respect of all of that Aircraft Operator's Aircraft which undertake Flights to and from the Airport from to time to time;

18.4.2. must have in place adequate (in LLA's reasonable opinion) written emergency orders and procedures and Aircraft recovery arrangements in respect of risks to its Activities, Aircraft, Passengers, Cargo and Baggage (copies of which must be provided to LLA prior to the commencement of that Aircraft Operator's Activities);

18.4.3. must have in place adequate (in LLA's reasonable opinion) arrangements to ensure all relevant Passengers are able to contact that Aircraft Operator at all times (24 hours a day, seven days a week) and ensure that such contact details are available on all of that Aircraft Operator's customer facing websites;

18.4.4. shall ensure that whilst any Passengers are within its Aircraft at the Airport, or whilst being Escorted by its Appointed Groundhandler, that such Passengers:

18.4.4.1. at all times comply with all of LLA's safety and security requirements and regulations issued or specified by LLA from time to time which are relevant to Passengers;

18.4.4.2. at all times comply (where relevant) with all Applicable Laws and Mandatory Policies; and

18.4.4.3. are transported or Escorted (as the case may be) in a safe manner so as not to cause injury to such Passengers or damage to such Passenger's property.

18.5. Each Aircraft Operator (acting by its Appointed Groundhandler):

18.5.1. shall ensure that all of its Passengers due to embark on its Aircraft from time to time:

18.5.1.1. whilst transferring from a Terminal to the relevant Aircraft are Escorted by a Groundhandler (or another person authorised for that purpose by LLA) at all times from when such Passengers exit the appropriate Departure Gate until such Passengers board the relevant Aircraft; and

18.5.1.2. hold all valid documentation required to lawfully permit their departure from the Airport;

18.5.2. shall ensure (acting by its Appointed Groundhandler) that all of its Passengers who disembark from its Aircraft from time to time:

18.5.2.1. whilst transferring from the relevant Aircraft to a Terminal are Escorted by its Groundhandler (or another person authorised for that purpose by LLA) at all times from the when such Passengers exit the relevant Aircraft until such Passengers enter the appropriate Arrival Area; and

18.5.2.2. hold all valid documentation required to lawfully permit their arrival at the Airport;

18.5.3. shall ensure (acting by its Appointed Groundhandler) that all of its Passengers whilst transferring from its Aircraft to a Terminal, or transferring from a Terminal to its Aircraft, only use such external Airside

13. Terms of Use

access routes as are approved by LLA from time to time, and not enter any other external Airside area (a "**Restricted Area**");

18.5.4. shall (acting by its Appointed Groundhandler) immediately report to the Airport Operations Control Centre if any Passenger whilst transferring between its Aircraft and a Terminal, or transferring between a Terminal and its Aircraft:

18.5.4.1. enters into a Restricted Area;

18.5.4.2. presents a security or health and safety risk to the Airport or to persons at the Airport; or

18.5.4.3. is involved in incident resulting in a person suffering personal injury or property is damaged; and

18.5.5. shall (acting by its Appointed Groundhandler) implement policies and procedures to ensure the efficient and timely adherence to all Applicable Laws in respect of its Passengers' arrival at, or departure from, the Airport.

18.6. Each Aircraft Operator (acting by its Appointed Groundhandler) shall implement effective procedures and policies which prioritise the handling of Baggage of Transfer Passengers to enable the efficient and timely transfer of such Baggage between each relevant Aircraft.

Information Requirements

18.7. Each Aircraft Operator (acting by its Appointed Groundhandler) shall in respect of each Aircraft undertaking a Movement input into the AODB, as soon as that information becomes available to that Aircraft Operator (or its Appointed Groundhandler), and in any event no later than the earlier of (i) 12 hours following the Movement of the relevant Aircraft or (ii) by 8 am on the day following the Movement of the relevant Aircraft:

18.7.1. all Passenger information LLA requires from time to time, including:

18.7.1.1. the total number of Passengers Carried by that Aircraft during such Movement;

18.7.1.2. the total number of Transfer Passengers on that Aircraft during such Movement; and

18.7.1.3. such total number of Transit Passengers on that Aircraft during each Movement;

(together "**Passenger Data**");

18.7.2. all other information which LLA requires from time to time in respect of that Aircraft, including:

18.7.2.1. that Aircraft's registration,

18.7.2.2. that Aircraft's arrival and departure information (including an estimate of, and the actual, On-Block Time and Off-Block Time),

18.7.2.3. the volume by weight in kilograms of Cargo loaded and unloaded from that Aircraft at the Airport;

18.7.2.4. the origin and destination of all Passengers and Cargo Carried by that Aircraft during each Movement; and

18.7.2.5. all Flight delay information in connection with that Aircraft;

and shall correct any inaccuracies in such information within 48 hours of the relevant Movement taking place.

18.8. Notwithstanding each Aircraft Operator's (acting by its Appointed Groundhandler) obligations in respect of Passenger Data set out in clause 18.7.1 above, each Aircraft Operator (acting by its Appointed Groundhandler) that provides or operates any Passenger processing system at the Airport (other than common use terminal equipment that is provided directly by LLA) shall:

18.8.1. implement and maintain at its own expense a technical solution (for example, by way of "message broker" or "message queue") which enables LLA to access and receive, in real time, the number of Passengers in respect of each Flight operated by the Aircraft Operator at the Airport that have been processed through a boarding gate (by way of a boarding pass scan or other form of validation);

18.8.2. provide such Passenger data in "JSON" format (or other format as LLA may specify from time to time); and

18.8.3. at its own expense, make such amendments, updates or enhancements to such technical solution and its own systems as may be required to comply with this clause 18.8.

18.9. Each Aircraft Operator (acting by its Appointed Groundhandler) shall provide to LLA in respect of each of its Aircraft undertaking a Movement, the Noise Certificate applicable to that Aircraft prior to such Movement taking place (by email to operations.control@ltn.aero or to such other address, or by such other means as LLA may specify from time to time).

18.10. Each Aircraft Operator (acting by its Appointed Groundhandler) shall provide to LLA on demand in respect of each of its Aircraft undertaking a Movement (or otherwise situated at the Airport from time to time), all such information as LLA requests from time to time in respect of the relevant Aircraft, including:

18.10.1. the type and variant of that Aircraft (including the "Aircraft Type Code" designated by IATA and "Aircraft Type Designator" designated by ICAO, which are applicable to that Aircraft);

18.10.2. the name of the owner of that Aircraft;

18.10.3. the MTOW applicable to that Aircraft;

18.10.4. the chapter of the Convention on International Civil Aviation, Volume 1 of Annex 16, which is specified as the "noise certification standard" in that Aircraft's Noise Certificate;

18.10.5. the maximum seating capacity of that Aircraft;

18.10.6. the manufacturer and engine identification for each engine on that Aircraft (as specified in accordance with the ICAO "Aircraft Engine Emissions Databank");

13. Terms of Use

18.10.7. the number of engines on that Aircraft;
18.10.8. the Engine NOx for each engine on that Aircraft (as specified in accordance with the ICAO "Aircraft Engine Emissions Databank" or if not so specified, the equivalent value specified by the relevant engine manufacturer from time to time);
18.10.9. the Noise Certificate applicable to that Aircraft; and
18.10.10. the "noise quota count" applicable to that Aircraft in accordance with
18.10.11. the Noise Control Scheme.

18.11. Each Aircraft Operator (acting by its Appointed Groundhandler) shall provide to LLA, within 7 days of a written request from LLA, copies of all:
18.11.1. "load/trim sheets";
18.11.2. "passenger manifests";
18.11.3. "aircraft flight manuals"; and
18.11.4. the Noise Certificate;
applicable to each Aircraft which has undertaken a Movement (and shall on request permit a representative of LLA to inspect the originals of such documents on 7 days notice).

18.12. Subject to the remaining provisions of this clause, LLA shall calculate the relevant Aircraft Charges in accordance with the information provided by each Aircraft Operator (or its Appointed Groundhandler) in accordance with clauses 18.7, 18.8 and 18.10 ("**Billing Information**"). LLA may seek to verify the accuracy of the Billing Information by any means including (but not limited to), by:
18.12.1. reference to data collected by the CAA and HM Revenue and Customs; and
18.12.2. counting Passengers embarking or disembarking the relevant Aircraft Operator's Aircraft.

18.13. In the event that an Aircraft Operator (or its Appointed Groundhandler) fails to provide any of Billing Information, or such Billing Information is otherwise deemed by LLA to be inaccurate, LLA may at its discretion calculate the relevant Aircraft Charges based on the standard manufacturer's configuration applicable to each relevant Aircraft and may rely on such data sources as are available to LLA from time to time.

18.14. Each Aircraft Operator (acting by its Appointed Groundhandler) must notify LLA as soon as practicable if there is:
18.14.1. any material change to the Billing Information; or
18.14.2. if any circumstances arise which may impact or impair LLA's ability to recover the Charges or which may adversely affect the operation of the Airport.

18.15. If an Aircraft Operator has not operated an Aircraft which has undertaken a Flight to or from the Airport within the preceding 12 months, prior to any Movement the relevant Aircraft Operator must provide LLA with such evidence as LLA deems satisfactory to establish that Aircraft Operator has in place a security programme in respect of its operations which meets all relevant requirements of:
18.15.1. the Aviation Security Act 1982 as amended (including by Civil Aviation Act 2012);
18.15.2. the Mandatory Policies; and
18.15.3. all Security Requirements.

Cargo

18.16. Each Cargo Operator shall on or before the Movement of each of that Cargo Operator's Cargo Aircraft, provide to the Cargo Centre copies of all applicable AWBs, HAWBs, Cargo Manifests and DWSs relevant to the Cargo being Carried by the relevant Cargo Aircraft (together the "**Cargo Documentation**").

18.17. LLA may refuse, or cease, handling of any Cargo if the relevant Cargo Operator fails to provide complete and accurate Cargo Documentation in accordance with the provisions of clause 18.16.

18.18. LLA shall not be required to release any Cargo to an Operator if:
18.18.1. that Operator has failed to pay any Charges when due to LLA; or
18.18.2. any other charges incurred by another Operator in connection with such Cargo have not been paid when due.

18.19. Each Cargo Operator shall, within 48 hours of a request by LLA, collect and remove from the Airport all of that Cargo Operator's Uncollected Cargo from time to time.

De-Icing

18.20. Each Aircraft Operator operating one or more Aircraft which undertake Flights during the Winter Season, shall:
18.20.1. maintain in place a written agreement at all times for the provision of de-icing services in respect of its Aircraft with either LLA or a third party authorised to provide such services at the Airport by LLA (details of which can be obtained from LLA on request) ("**De-Icing Contra**ct"); and
18.20.2. (except for GA Operators), maintain in place a written agreement at all times with an Approved Disposal Provider for the collection, storage and disposal of de-icing fluid used in connection with the de-icing of its Aircraft ("**Disposal Contract**").

18.21. Each Approved Disposal Provider shall ensure that all de-icing fluid (including glycol) which it is contracted to collect, store and dispose of in connection with a Disposal Contract is collected, stored and disposed of in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time.

18.22. Each FBO shall ensure that all de-icing fluid (including glycol) used within its Leased Areas in connection with the de-icing of Aircraft, or otherwise brought onto its Leased Areas, is collected, stored and disposed of in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time.

Groundhandling

18.23. Each Aircraft Operator must ensure that:

18.23.1. immediately prior to, and at all times during each Movement, it
18.23.1.1. has in place a written agreement with a Groundhandler to undertake all Groundhandling Services required in connection with the operation of that Aircraft Operator's Aircraft at the Airport; or
18.23.1.2. has in place an Operator Agreement with LLA permitting it to undertake all Groundhandling Services itself which are required in connection with the operations of its Aircraft at the Airport; and
18.23.2. all Groundhandling Services in connection with its Aircraft at the Airport are undertaken by an Appointed Groundhandler.

18.24. LLA reserves the right to limit the number of Groundhandlers it issues Operator Agreements to in accordance with the Airports (Groundhandling) Regulations 1997 (as amended from time to time).

18.25. Each Aircraft Operator (acting by its Appointed Groundhandler) shall ensure that:
18.25.1. adequate groundhandling equipment is; and
18.25.2. sufficient Workers (holding the appropriate Airside Driving Permits) are; available at all times to ensure that that Aircraft Operator's Aircraft can be moved at any time if so requested by LLA, ATC or an Airport Official.

18.26. Each Aircraft Operator shall ensure that if LLA, ATC or an Airport Official request that an Aircraft Operator's Aircraft is moved at the Airport, that Aircraft Operator shall, or shall procure, that such Aircraft is moved immediately to such location as LLA, ATC or the Airport Official specifies ("**Movement Request**"). If an Aircraft Operator fails to adhere to a Movement Request, that Aircraft Operator hereby authorises LLA (or a subcontractor appointed by LLA) to gain access to and move the relevant Aircraft by any viable means and relocate it to an area determined by LLA ("**Aircraft Relocation**").

18.27. For the avoidance of doubt, the engagement of a third party Groundhandler shall not absolve, or reduce, an Aircraft Operator's liability to LLA under these CCU (or any relevant Operator Agreement). Neither LLA nor its servants or agents shall be liable for, and that Aircraft Operator shall indemnify LLA and keep LLA indemnified against, all liabilities, costs, claims, damages, expenses losses or injury of any description due to, or arising out of, the activities of that Aircraft Operator's Appointed Groundhandler.

PRM Passengers

18.28. LLA will provide, either itself or through an appointed contractor (as applicable the "**PRM Provider**"), PRM Airport Services to PRM Passengers in accordance with the PRM Regulations.

18.29. Each Aircraft Operator will perform its obligations as an air carrier under the PRM Regulations, and will not do anything to render LLA in breach of its obligations under the PRM Regulations.

18.30. Each Aircraft Operator will use all reasonable endeavours to encourage and facilitate each PRM Passenger who wishes to use PRM Airport Services, to notify that Aircraft Operator of that fact ("**Assistance Request**"):
18.30.1. at, or as soon as practicable after, the time of booking a Flight (which is operated by that Aircraft Operator) that the relevant PRM Passenger intends to travel on; and
18.30.2. no later than 48 hours prior to the published departure time of that Flight (if the booking takes place 48 hours or more before the published departure time of that Flight).

18.31. Each Aircraft Operator shall request that each of its PRM Passengers wishing to travel with an Assistance Dog on an Arriving Flight (which is operated by that Aircraft Operator), notifies that Aircraft Operator of that fact, and provides Proof Of Training in respect of that Assistance Dog to that Aircraft Operator:
18.31.1. at, or as soon as practicable after, the time of booking that Arriving Flight; and
18.31.2. no later than 48 hours prior to the published departure time of that Arriving Flight (if the booking takes place 48 hours or more before the published departure time of that Arriving Flight).

18.32. Each Aircraft Operator shall notify the then current PRM Provider of the PRM Information applicable to each PRM Passenger scheduled to travel on a Flight (operated by that Aircraft Operator):
18.32.1. as soon as practicable after the Aircraft Operator becomes aware of the same; and
18.32.2. no later than 36 hours prior to the published departure time of that Flight (if that Aircraft Operator receives the relevant Assistance Request more than 48 hours prior to the published departure time of that Flight).

18.33. Each Aircraft Operator shall provide the PRM Passenger information it is required to provide to LLA in accordance with Article 6 of the PRM Regulation, to the PRM Provider as soon as reasonably practicable (and in any event in accordance with the minimum periods that that Aircraft Operator is required to provide such information to LLA in, as specified in Article 6 of the PRM Regulation).

FBO Operations

18.34. Each FBO shall:
18.34.1. implement such processes and procedures which are necessary to ensure that within its Leased Areas:
18.34.1.1. all of its GA Clients safely and efficiently taxi, manoeuvre and park GA Aircraft; and
18.34.1.2. all of its GA Passengers safely embark and disembark from GA Aircraft;
18.34.2. only situate Stands within its Leased Areas in such locations and such

18.34.3. configuration as LLA directs from time to time ("**Designated Stands**");

18.34.4. ensure that all GA Aircraft of its GA Clients located at the Airport remain on Designated Stands or within Hangars which are situated within its Leased Areas until, or unless, manoeuvring for the purposes of a Movement (or otherwise directed by ATC or LLA from time);

18.34.5. ensure all access routes to and from Designated Stands (for use by pedestrians, Vehicles and Aircraft) are approved by LLA ("**Approved Access Routes**");

18.34.6. ensure that all of its GA Passengers, Invitees, Workers and Subcontractors comply with all directions or instructions given by LLA or an Airport Official from time to time;

18.34.7. ensure that all of its GA Passengers, Invitees, Workers and Subcontractors only use, and remain within, an appropriate Approved Access Route whilst accessing an Airside area (and only then in accordance with any instructions of ATC), unless otherwise approved by LLA or ATC;

18.34.8. ensure that all of its GA Clients at all times adhere to the obligations applicable to Aircraft Operators in these CCU;

18.34.9. if LLA or ATC request that a GA Aircraft operated by one of its GA Clients is moved at the Airport, immediately procure that that GA Aircraft is moved to such location as LLA or ATC directs;

18.34.10. ensure that all its FBO Groundhandling Services and all FBO Passenger Services are performed:

18.34.10.1. in an efficient and timely manner; and

18.34.10.2. in accordance with all Applicable Laws, the Mandatory Policies and all applicable provisions of these CCU (including the "airport security" requirements set out in clause 14);

18.34.11. ensure that it implements all such services and functions which are necessary for it to lawfully operate its FBO Operation (except in respect of services or functions which LLA confirms in writing that it will undertake from time to time), and not do anything, or omit to do anything, which would result in LLA being in breach of any Applicable Law in connection with the operation of the FBO Operation, which shall include:

18.34.11.1. ensuring it provides all services necessary to satisfy any obligation the FBO or LLA has in respect of the assistance of its GA PRM Passengers in accordance with all Applicable Laws;

18.34.11.2. ensuring it implements all necessary security checks and screening of persons (including its GA Passengers, GA Crew, Workers, Invitees and Subcontractors), items and Vehicles to satisfy any obligation it or LLA has in respect of airport security in accordance with all Applicable Laws; and

18.34.11.3. procuring that such immigration and border control checks and restrictions, in respect of each of its GA Passengers and GA Crew, are in place and carried out, so as to satisfy any obligation it or LLA has in connection with its FBO Operation in accordance with all Applicable Laws;

18.34.12. ensure that it co-operates fully and provides such access as is necessary to permit the CAA and LLA to undertake audits and inspections of its operations at the Airport;

18.34.13. ensure that all requirements and instructions of LLA, the CAA, the DFT and Border Force are adhered to as soon as practicable in connection with its FBO Operation; and

18.34.14. remove from the Airport any GA Passenger or its Invitees, Workers or Subcontractors, or any other person within its Leased Areas, if that person poses a risk to safety or security at the Airport (or as otherwise directed by LLA from time to time).

19. **Airside Driving**

19.1. At all times whilst a Vehicle is being driven Airside by a Worker of an Operator, the relevant Operator shall:

19.1.1. ensure that that Worker has undertaken and passed all relevant airside driver training in accordance with the "Airside Driver Permit" operations safety instruction issued by LLA from time to time ("**Airside Driver Permit OSI**");

19.1.2. ensure that that Worker holds a then current Airside Driving Permit;

19.1.3. ensure that that Worker holds all necessary driving licences and "certificates of competence" to permit that Worker to drive that Vehicle in accordance with the requirements set out in the Airside Diver Permit OSI;

19.1.4. ensure that Worker:

19.1.4.1. is familiar with and adheres to all other requirements of the Airside Driver Permit OSI;

19.1.4.2. adheres to all speed limits, signs, notices and markings relevant to Vehicles being driven at the Airport; and

19.1.4.3. adheres to all instructions and directions of ATC, LLA or an Airport Official.

20. **Aircraft Incidents**

20.1. If an Aircraft Operator's Aircraft is involved in an incident which prevents, hinders or impairs the use of, or operations within, any part of the Airport or which results

13. Terms of Use

in damage to that Aircraft (a "**Disruption Event**"):

20.1.1. the relevant Aircraft Operator shall immediately notify the Airport Operations Control Centre of the nature, extent and consequences of the Disruption Event;

20.1.2. if the relevant Aircraft is immobilised:

20.1.2.1. the relevant Aircraft Operator hereby authorises LLA (or a subcontractor of LLA) to gain access to and move, rescue or salvage such Aircraft by any viable means and relocate it to an area determined by LLA ("**Aircraft Removal**"); and

20.1.2.2. unless LLA informs the relevant Aircraft Operator that LLA intends to undertake or arrange an Aircraft Removal, that Aircraft Operator shall undertake an Aircraft Removal itself within one hour of the Disruption Event occurring ("**Movement Requirement**").

21. **Emergency Intervention**

21.1. Each Operator acknowledges and agrees that:

21.1.1. LLA may from time to time interfere with the operations, Workers, customers, and property of that Operator in the interests of the safety, security or operation of the Airport, and/or the wellbeing of persons attending the Airport (including in the course of activities undertaken by LLA's fire service team) ("**Emergency Intervention**");

21.1.2. LLA shall not be liable to that Operator for any loss or damage incurred by that Operator in connection with an Emergency Intervention (including in respect of damage or contamination caused by the use of firefighting fluids); and

21.1.3. notwithstanding the foregoing, and other than as ordinarily required as a matter of law, LLA shall be under no other obligation or duty to undertake an Emergency Intervention in any particular circumstance, or in accordance with any particular time or standard.

22. **Aircraft Parking**

22.1. Each Aircraft Operator shall ensure that each of Aircraft Operator's Aircraft at the
Airport are only parked (in a stationary position):

22.1.1. at such locations as are permitted and specified by LLA from time to time; or

22.1.2. at such location within a Leased Parking Area as is permitted and specified by the relevant Leased Parking Area Operator from time to time; and

for the avoidance of doubt, LLA shall not be required to specify that any Fixed Wing Aircraft is parked at a designated Stand and the Charges applicable to Aircraft parking will apply wherever an Aircraft Parks at the Airport.

23. **Aircraft Detention**

23.1. So long as an Aircraft Operator's Aircraft, and/or any parts or accessories of an Aircraft Operator's Aircraft, shall be situated at the Airport (or situated upon any land within the Airport allotted by or rented from LLA), LLA shall have a continual lien both particular and general upon that Aircraft Operator's Aircraft, and/or any its parts and accessories of that Aircraft Operator's Aircraft, ("together constituting a "**Secured Aircraft**") for all Charges of whatsoever nature and whensoever incurred, which are due and payable to LLA in respect of that Aircraft Operator's Aircraft and/or in respect of any other Aircraft Operator's Aircraft at the time when the Charges become due, and all such Charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made.

23.2. LLA may detain at the Airport a Secured Aircraft (an "**Aircraft Detention**") if the relevant Aircraft Operator has failed to pay any Charges when due to LLA ("**Outstanding Charges**") pending payment of such Charges.

23.3. If payment of any Outstanding Charges are still unpaid within 56 days of an Aircraft Detention commencing (the date of which shall be confirmed by letter issued by LLA to the registered owner(s) of the relevant detained Secured Aircraft at any place at which such registered owner(s) carries on business), the relevant Aircraft Operator hereby agrees that (unless that Operator disputes the Outstanding Charges and provides sufficient security pursuant to and in accordance with Section 88(2) of the Civil Aviation Act 1982) LLA shall be at liberty from time to time and in such manner as it shall think fit, to sell (subject to the leave of the Court), remove, destroy or otherwise dispose of any Secured Aircraft (including the parts and accessories of that Secured Aircraft) in order to satisfy the Charges.

23.4. In the event that an Aircraft Operator (being a natural person or persons) shall commence any personal insolvency procedure in any jurisdiction or a receiving order shall be made against that Aircraft Operator or (in the case of that Aircraft Operator being a company) an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of that Aircraft Operator or for the purposes of an administration of that Aircraft Operator or if that Aircraft Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with the creditors of that Aircraft Operator or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy in any jurisdiction, then non-payment of any Charges which have been incurred as at that date shall be deemed to be a default of payment for the purposes of Section 88 of the Civil Aviation Act 1982.

23.5. The Aircraft Operator shall pay LLA for all costs and expenses incurred by LLA as a result of the detention of a Secured Aircraft in accordance with clause 23.2, and

such costs and expenses shall be deemed to form part of the Charges ("**Detention Costs**"). The Aircraft Operator shall pay all Detention Costs within 14 days of invoice by LLA.

23.6. All of the rights or powers of LLA set out in this clause 23 are exercisable without prejudice to its statutory rights pursuant to Section 88 of the Civil Aviation Act 1982 or to any other right, power or remedy of LLA, whether statutory, equitable, arising at common law or otherwise.

24. **Operator Workers**

24.1. In the course of its operations at the Airport, each Operator shall:

24.1.1. procure that all its Workers are properly trained for the performance of their duties, and will not utilise any person to undertake Operator Activities unless they have been so trained;

24.1.2. without prejudice to clause 24.1.1, procure that all of its Workers undertake such training as is required in accordance with the Mandatory Policies or is otherwise specified by LLA from time to time;

24.1.3. procure that all of its Workers who attend the Airport are familiar with and understand the Mandatory Policies and the terms of these CCU (or any relevant Operator Agreement) in so far as they affect their duties and take appropriate training or disciplinary measures should this not be the case;

24.1.4. procure that all of its Workers comply with the Mandatory Policies and all Applicable Law whilst attending the Airport;

24.1.5. procure that all of its Workers receive adequate training in relation to the prevention of harassment (including sexual harassment), discrimination or bullying in the workplace and ensure that such training is periodically refreshed and remains up to date;

24.1.6. promptly notify LLA if any of its Workers become subject to any allegation, complaint, investigation or claim relating to harassment (including sexual harassment), discrimination or bullying at the Airport and shall provide all cooperation and assistance requested by LLA in connection with the same;

24.1.7. require all of its Workers who attend the Airport to be sufficiently skilled so as to be able to fully perform their duties and to comply with that Operator's obligations under these CCU or any relevant Operator Agreement (in so far as they are relevant to them);

24.1.8. at the request of LLA, immediately remove any Worker from undertaking its Activities if LLA considers that such Worker:

24.1.8.1. has or may have committed a criminal offence or breached any of the Mandatory Policies whilst at the Airport;

24.1.8.2. constitutes a security or health and safety risk to the Airport or to persons at the Airport;

24.1.8.3. has conducted themselves in a way which amounts to harassment (including sexual harassment), discrimination, bullying or other inappropriate misconduct to any person at the Airport; and

24.1.8.4. may bring the reputation of the Airport or LLA into disrepute;

24.1.9. require all of its Workers who attend the Airport to be trained (by LLA or such third parties as are approved by LLA from time to time) in terminal evacuation procedures and security and safety awareness and to act in accordance with that training and take appropriate training or disciplinary measures should this not be the case;

24.1.10. require all of its Workers whilst present at the airport to be of a clean and smart appearance at all times, and take appropriate measures should this not be the case;

24.1.11. require all of its Workers to be courteous, to support the promotion of the Airport as being customer focused, to conduct themselves in such a manner as to promote good working relationships with other Operators and occupiers of the Airport, and take appropriate training or disciplinary measures should this not be the case;

24.1.12. provide to LLA training records and confirmation of any necessary training or disciplinary measures that any of its Worker may have been subject to in connection with these CCU (or any relevant Operator Agreement);

24.1.13. ensure that all of its Workers permitted to use any car parking facilities at the Airport in connection with its Activities (determined at LLA's discretion) only uses such car parking facilities whilst undertaking such Activities;

24.1.14. ensure that it carries out Home Office prescribed right to work checks on all of its Workers;

24.1.15. ensure that all of its Workers at all times have a lawful right to work in the United Kingdom and have no conditions on such right which make it unlawful for the Worker to be engaged in the Operator's (or any of the Operator's Authorised Subcontractors) Activities at the Airport; and

24.1.16. implement proportionate identity verification processes to ensure that all its Workers engaged in its Activities at the Airport are the same Workers whom the prescribed right to work checks referred to in clause 24.1.14 have been carried out on.

24.2. For the avoidance of doubt, all charges for passes, permits, travelcards and parking provided by LLA to an Operator's Workers in accordance with Sections 8 and 9 of these CCU shall be deemed to be Charges payable by such Operator to LLA in

13. Terms of Use

accordance with clause 3.

25. **Intellectual Property**

25.1. To the extent permitted by law:

25.1.1. all Intellectual Property Rights in the data and databases compiled by an Aircraft Operator (or its Appointed Groundhandler) in connection with its obligations under these CCU (or an Operating Agreement) ("**Groundhandling Data**") shall remain vested in that Aircraft Operator (or its Appointed Groundhandler) until such data or databases are entered into the AODB by that Aircraft Operator (or its Appointed Groundhandler) or is otherwise provided by that Aircraft Operator (or its Appointed Groundhandler) to LLA; and

25.1.2. each Aircraft Operator and Groundhandler assigns to LLA, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Groundhandling Data at the time it is entered into the AODB by the Groundhandler or otherwise provided by the Groundhandler to LLA.

25.2. At its own expense, each Aircraft Operator and Groundhandler shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to these CCU (and each relevant Operator Agreement), including securing for LLA all rights, title and interest in and to the Intellectual Property Rights and all other rights assigned to LLA in accordance with clause 25.1

25.3. Each Aircraft Operator and Groundhandler shall obtain waivers of any moral rights in the Groundhandling Data to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction in respect of all Intellectual Property Rights and all other rights assigned to LLA in accordance with clause 25.1.

25.4. Each Operator grants to LLA a non-exclusive, worldwide and royalty free right to use, reproduce, display and otherwise exploit its Intellectual Property Rights for any operational use or for the purposes of public communications, including on flight information display screens, mobile applications, web applications, LLA's website located at www.london-luton.co.uk, or any other digital application, platform, or operational display system, in each case whether now known or developed in the future.

26. **Commercial Rights**

26.1. Nothing in these CCU (or any relevant Operator Agreement) shall preclude LLA from implementing commercial arrangements (either directly or through a third party) with Passengers or any other third party for the sale of any goods or the use of any facilities or services at the Airport.

26.2. No Aircraft Operator shall, without LLA's prior written consent, introduce any commercial arrangements with its Passengers where such commercial arrangements may have an adverse effect on:

26.2.1. LLA's operations and/or business; or

26.2.2. any third party's operation of a Concession;

26.3. Subject always to any Applicable Laws, each Aircraft Operator will ensure that it maintains, and will use reasonable endeavours to ensure that any third parties acting on its behalf comply with, a policy of permitting all Passengers boarding the Aircraft Operator's Aircraft (which are due to undertake departing Flights from the Airport) to carry at least one shopping bag containing purchases made at the Airport as hand cabin luggage free of charge (in addition to at least one permitted hand cabin bag), provided that such shopping bag does not have a capacity of more than 20 litres. Each Aircraft Operator shall use all reasonable endeavours to clearly communicate this policy to its Passengers.

27. **Marketing Rights**

27.1. Each Operator agrees that LLA shall be permitted to promote, market, and advertise that Operator's presence and Activities at the Airport for any purpose in connection with the Airport through any media or on any platform, including LLA's website located at www.london-luton.co.uk, app(s), social media, and all other forms of advertising or marketing material issued by, or on behalf of, LLA from time to time.

27.2. Each Operator grants to LLA a non-exclusive, worldwide and royalty free right to use its Trade Marks (and any other Intellectual Property Rights) in connection with the permissions granted to LLA in accordance with clause 27.1, subject to these CCU (and each relevant Operator Agreement) from the relevant Commencement Date to the relevant Cessation Date.

27.3. LLA acknowledges and agrees that all rights in an Operator's Trade Marks shall remain the property of that Operator (or that Operator's licensors), and that LLA has and will acquire no right in them by virtue of the discharge of its obligations under these CCU (unless otherwise specified in a relevant Operator Agreement) except for the right to use the Trade Marks as expressly provided in these CCU.

28. **Water Arches**

28.1. Each Aircraft Operator may from time to time request that LLA provides one or more Water Arches in respect of one or more of its Aircraft ("**Water Arch Request**"). Each Aircraft Operator agrees and acknowledges that following receipt of a Water Arch Request, LLA may, at its sole discretion, fulfil the Water Arch Request at such times and on such dates as LLA specifies in writing.

28.2. Each Aircraft Operator acknowledges and agrees that:

28.2.1. Water Arches are provided only at the voluntary request of an Aircraft Operator and expressly at the Aircraft Operator's risk;

28.2.2. it owns or leases the relevant Aircraft in connection with each Water

13. Terms of Use

Arch Request and is lawfully permitted to request the Water Arches;

28.2.3. the relevant Aircraft in connection with each Water Arch Request is at all times fully insured against any damage caused in connection with the use of Water Arches (and that the provision of Water Arches shall not invalidate such insurances);

28.2.4. it shall conduct a detailed risk assessment in respect of any Water Arches to be provided in connection with each Water Arch Request (and shall provide a copy of such to LLA in advance if requested);

28.2.5. it shall obtain, and maintain all consents, licences and permissions required for any Water Arches to be lawfully provided by LLA in connection with each relevant Aircraft;

28.2.6. it shall be responsible for mitigating all risks or hazards in respect of any Water Arches to be provided by LLA in connection with each Water Arch Request (including, but not limited to, providing LLA with any necessary safety directions);

28.2.7. it shall comply at all times with the instructions of LLA and the Mandatory Policies in respect of the provision of the Water Arches by LLA;

28.2.8. it fully understands and accepts the inherent risks and hazards connected with the use of the Water Arches, including, but not limited to, the risk of water damage to the Aircraft, Aircraft equipment and/or any other property or materials on or within the Aircraft; and

28.2.9. LLA does not recommend or endorse the use of Water Arches and provides no warranty or representation that any Water Arches:

28.2.9.1. are safe for use in connection with any Aircraft;

28.2.9.2. will not cause damage to any persons, Aircraft, Aircraft equipment and/or any other property or materials on or within the Aircraft; or

28.2.9.3. will conform to any performance standard or specification (including but not limited to, any particular water pressure, height, duration or consistency).

28.3. To the fullest extent permitted by Applicable Law, each Aircraft Operator releases, waives and discharges LLA and LLA's Personnel from (and covenants not to bring any action or proceedings in respect of) all past, present and future liabilities, in law or in equity, incurred by LLA to the Aircraft Operator in connection with the provision of Water Arches, regardless of whether such liability arises in tort, contract, breach of statutory duty, negligence or otherwise.

28.4. Each Aircraft Operator will indemnify LLA and LLA's Personnel against:

28.4.1. all and any loss of or damage to any building, property, equipment or Aircraft of the Aircraft Operator, LLA or of any third party;

28.4.2. all and any liability, costs, charges, damages and expenses of whatever nature that they may suffer, or incur to any of their Personnel or to any third party (for example, but not limited to, claims brought by or in respect of persons killed or injured or suffering damage to property);

28.4.3. all and any liability costs charges damages and expenses of whatever nature that they may suffer or incur to any other Operator, including an airline, concessionaire, service provider or other party operating at the Airport or any other third party; and

28.4.4. all other liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LLA or LLA's Personnel;

arising out of or in connection with the provision of any Water Arches by LLA.

29. **Liability**

29.1. **Nothing in these CCU (or any relevant Operator Agreement) shall exclude or restrict LLA or an Operator's liability for:**

29.1.1. **death or personal injury caused by its negligence, or the negligence of its Personnel;**

29.1.2. **fraud or fraudulent misrepresentation; or**

29.1.3. **breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by Applicable Law.**

29.2. **Subject to clause 29.1, neither LLA nor its servants or agents shall be liable to an Operator:**

29.3. **for the death, injury or illness which may be sustained by any of that Operator's Personnel or by any other person under that Operator's control, or for any loss of, damage or destruction to the property of that Operator or of any such Personnel of that Operator or by any other person under that Operator's control, unless due to the deliberate act (otherwise than in good faith) or negligence of LLA or LLA's Personnel or any other person under its control;**

29.4. **for loss of or damage to any property (including to Booked Goods In, Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of Landing or Take-off or being removed or dealt with by LLA in the event of sale or detention of such Aircraft in accordance with the relevant legislation or under these CCU) arising or resulting directly or indirectly from any act, omission, neglect or default on the part of LLA, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result;**

13. Terms of Use

29.5. any loss damage or inconvenience that Operator may sustain through any disruption to its Activities or other Airport facilities due to Force Majeure Event;

29.6. for any costs, claims, damage, loss or injury of any description in connection with the use by that Operator of the Airport or presence of that Operator's property on or at the Airport (including, if that Operator is an Aircraft Operator, the presence of that Operator's Aircraft at the Airport) which has arisen or has resulted from, either directly or indirectly, from any act, omission, neglect or default on the part of a person other than LLA or LLA's Personnel; and

29.7. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

29.7.1. any indirect, special, incidental, consequential loss; or

29.7.2. any loss of revenue, business contracts, anticipated savings or profits, goodwill, opportunity, business or wasted expenditure suffered by that Operator, in each case whether direct or indirect, even if such loss was reasonably foreseeable or LLA had been advised of the possibility of that Operator incurring it.

29.8. Without prejudice to the generality of the foregoing, LLA shall not be liable to an Aircraft Operator or to any other Operator in respect of any claims made or compensation payable to any persons for delays in or cancellations to Aircraft departures or arrivals (including under EC Regulation 261/2004 in respect of denied boarding, cancellations or long delay of flights) or in respect of any liability in of an Aircraft Operator or any other Operator in connection with such delays or cancelations.

29.9. LLA gives no warranty as to the continued availability, use and operation of the Airport and may at any time or from time to time at its sole discretion close, or restrict access of any person or persons to the, Airport or any part thereof without incurring any liability to an Operator.

29.10. The security of each Aircraft Operator's Aircraft and all its contents (including Passenger Baggage and possessions situated on such Aircraft from time to time) shall at all times be the sole responsibility of the relevant Aircraft Operator (and each Aircraft Operator shall take such steps as are necessary to restrict unauthorised access to, or unauthorised use of, its Aircraft and their contents).

29.11. Subject to clause 29.1, LLA's maximum aggregate liability to an Operator for all liabilities incurred in a Year to that Operator whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with:

29.11.1. a Supplier Contract, shall be limited to the aggregate charges payable by LLA to the relevant Operator under that Supplier Contract in respect of that Year (and if such Year has not concluded at the point such liability is either settled between LLA and the relevant Operator or determined by a court, mediator or adjudicator, LLA's good faith estimate of the charges under that Supplier Contract likely be incurred in the course of that Year); or

29.11.2. LLA's provision of Airport Services to the relevant Operator, shall be limited to the aggregate charges payable by the relevant Operator to LLA in connection with the relevant Airport Services in respect of that Year (and if such Year has not concluded at the point such liability is either settled between LLA and that Operator or determined by a court, mediator or adjudicator, LLA's good faith estimate of the charges likely be incurred in the course of that Year by the relevant Operator in connection with the relevant Airport Services); or

29.11.3. an Operator Agreement or these CCU (except to the extent that the such liability or liabilities arise in connection with a Supplier Contract or LLA's provision of Airport Services to the relevant Operator), shall be limited to either:

29.11.3.1. the total Charges payable by the relevant Operator to LLA under that Operator Agreement (if applicable) and these CCU in respect of that Year (and if such Year has not concluded at the point such liability is either settled between LLA and the relevant Operator or determined by a court, mediator or adjudicator, LLA's good faith estimate of the relevant Charges likely be incurred in the course of that Year); or

29.11.3.2. if no Charges are payable by the relevant Operator to LLA under that Operator Agreement (if applicable) and these CCU in respect of that Year, £50,000.

29.12. Each Operator will have no claim under these CCU (or any relevant Operator Agreement) against LLA by way of compensation, damages, reduction in Charges, or otherwise, for any loss of or disruption to trade or to its Activities arising from Operational Requirements or any alteration of such Operational Requirements or any other change in procedures or disruption to the working of the Airport.

29.13. For the avoidance of doubt the limitations of liability set out in this clause 28, unless expressly stated otherwise in accordance with each relevant Operator's Agreement, shall apply to all indemnities set out in each Operator's Agreement, and in addition to all other limitations of liability set out in each Operator's Agreement.

30. Indemnities

30.1. Each Operator will indemnify LLA and LLA's Personnel against:

30.1.1. all and any loss of or damage to any building or property of LLA or of any third party; and

30.1.2. all other liabilities, demands, claims, proceedings, fines, penalties, sanctions. actions, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LLA or LLA's Personnel;

arising out of or in connection with (a) any negligent performance, breach, non- performance, omissions, or delay in performance by that Operator, or its Personnel, Subcontractors, Invitees or any other person under its Control or acting with its authority (together the "**Authorised Persons**") of its, or its Authorised Persons', obligations under these CCU (or a relevant Operator Agreement), or (b) its Activities (or any Activities undertaken by its Authorised Persons), or (c) from any breach of the Mandatory Policies, or any statutory duty, by that Operator (or its Authorised Persons), or (d) from the negligence or wilful misconduct of that Operator (or its Authorised Persons), or (e) Cargo, Vehicle, Aircraft or any other item or property it (or its Authorised Persons) has brought onto the Airport, or (f) any of its Leased Areas or any activities taking place in such Leased Areas, or (g) LLA's provision of Operational Support to that Operator (or its Authorised Persons).

30.2. Each Operator will indemnify LLA and LLA's Personnel against all liability, demands, claims, proceedings, fines, penalties, sanctions. actions, costs, expenses, damages and losses LLA incurs in connection with the "Customs Comprehensive Guarantee" agreed between LLA and HMRC from time to time ("**CCG Liability**"), to the extent that such CCG Liability arises in connection with that Operator's Transhipment Cargo.

30.3. Each Operator will indemnify LLA and LLA's Personnel against all liability (including any tax liability), demands, claims, proceedings, fines, penalties, sanctions' actions, costs, expenses, damages and losses LLA incurs in connection with the "Construction Industry Scheme" ("**CIS Liability**"), to the extent that such CIS Liability arises due to LLA not making the correct tax deductions from payments made to that Operator in accordance with the "Construction Industry Scheme" ("**Tax Deductions**") due to either LLA's reliance on any information provided to LLA by that Operator which is inaccurate, incomplete or misleading (including if one or more invoices provided by that Operator to LLA does not, as a separate and clearly identified line item, accurately set out the Operator's charges to LLA excluding VAT and less the cost of Materials) or that Operator otherwise providing insufficient information to LLA (at the time that Operator issues each of its invoices to LLA) for LLA to correctly calculate such Tax Deductions.

30.4. Each Operator will indemnify LLA (and the Consolidation Centre Operator) against all liability, demands, claims, proceedings, fines, penalties, sanctions. actions, costs, expenses, damages and losses incurred by LLA as a result of any claim made against LLA:

30.4.1. in respect of damage to property, death or personal injury arising out of or in connection with the storage or handling of any Goods In or Cargo which are Waste, Dangerous Goods or Unsafe Goods;

30.4.2. arising out of that Operator's failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Goods In or Cargo; and

30.4.3. for conversion arising out of or in connection with the storage or handling of any of the Goods In or Cargo in accordance with that Operator's instructions.

30.5. Each Aircraft Operator shall be liable for, and hereby indemnifies LLA, and holds LLA harmless against all liability, demands, claims, proceedings, fines, penalties, sanctions. actions, costs, expenses, damages and losses (including loss of revenue and loss of profit) suffered or incurred by LLA that arise as a consequence of:

30.5.1. a failure by that Aircraft Operator to undertake a Movement Request in accordance with the requirements of clause 18.26;

30.5.2. a failure by that Aircraft Operator to undertake a Movement Requirement in accordance with the requirements of clause 20.1.2.2; or

30.5.3. LLA, or its subcontractors, undertaking an Aircraft Removal or an Aircraft Relocation.

30.6. Each Operator will indemnify LLA against all liability, losses, demands, claims, proceedings, fines, penalties, sanctions, actions, costs, expenses, damages and losses LLA incurs to any third party as a result of any claim that the receipt, possession or use of any goods (including software), services or deliverables which have been supplied by that Operator to LLA (whether under these CCU, an Operator Agreement, or otherwise) infringe the Intellectual Property Rights of any third party.

30.7. For the avoidance of doubt, in respect of each of the indemnities set out in clauses 30.1 to 30.3:

30.7.1. LLA and LLA's Personnel shall not be under a duty to mitigate any loss they may suffer or incur as a result of an event that may give rise to a claim under those indemnities; and

30.7.2. unless expressly stated otherwise in an Operator Agreement, a limitation of liability in favour of an Operator set out in an Operator Agreement shall not act to limit those indemnities.

31. **Insurance**

31.1. From the relevant Commencement Date to the relevant Cessation Date, each

13. Terms of Use

Aircraft Operator shall maintain in force at least the following insurance policies, with reputable insurance companies or Lloyd's underwriters of good financial standing which are, if required by law or regulation, appropriately authorised and/or regulated, to cover the liabilities that may arise under or in connection with these CCU (or any relevant Operator Agreement):

31.1.1. passenger, baggage, cargo and third party liability insurance in respect of its Aircraft Operator's Aircraft in a sum which shall not at any time be less than the minimum levels of insurance required in accordance with EC Regulation 785/2004 as amended by Regulation 285/2010 and implemented by the Civil Aviation (Insurance) Regulations 2005 on insurance requirements for air carriers and Aircraft Operators ("**Minimum Levels**"); provided that

31.1.1.1. such insurance must provide that such Minimum Levels apply only to limit claims which relate to one occurrence or series of occurrences arising out of one event; and

31.1.1.2. such insurance must provide that there shall be no aggregate limit in the value of claims over the lifetime of such insurance (with the exception of coverage in respect of liabilities arising out of war, terrorism and allied perils, which may be subject of an annual aggregate limit of not less than the relevant Minimum Levels);

31.1.2. airside public liability insurance with a limit of at least £100,000,000 per claim and £100,000,000 in aggregate per annum (which must include a war and allied perils extension, with at least the same limits), provided that if the insurance referred to in clause 31.1.1 above is maintained in place by that Aircraft Operator and provides equivalent cover in its entirety, separate airside public liability insurance shall not be required;

31.1.3. general public liability insurance with a limit of at least £10,000,000 per claim and £10,000,000 in aggregate per annum, provided that if the insurance referred to in clause 31.1.1 or 31.1.1.2 above is maintained in place by that Aircraft Operator and provides equivalent cover in its entirety, separate general third party/public liability insurance shall not be required;

31.1.4. employer's liability insurance with a limit of at least £10,000,000 per claim and £10,000,000 in aggregate per annum;

31.1.5. environmental impairment insurance with a limit of at least £3,000,000 per claim and £3,000,000 in aggregate per annum; and

31.1.6. any other insurance required under Applicable Law relevant to that Aircraft Operator

31.2. Where an Operator carries out Alteration Works (in accordance with the terms of these CCU or the relevant Operator Agreement), that Operator shall, from the commencement of those Alteration Works until the date falling 12 months after the completion of those Alteration Works, maintain contractor's all risk insurance in respect of those Alteration Works with a limit of at least the full re-instatement value of those Alteration Works, which must:

31.2.1. include the CAR Extensions;

31.2.2. include the CAR Minimum Coverages;

31.2.3. not include deductibles exceeding:

31.2.3.1. £20,000 in respect of claims relating to natural disasters or errors in design; and

31.2.3.2. £10,000 in respect of all other claims;

31.2.4. include coverage for any maintenance or defects liability in connection with those Alteration Works which arises within 12 months following the completion of those Alteration Works; and

31.2.5. include coverage for any liability arising as a consequence of testing installed equipment in connection with those Alteration Works (during a period of at least four weeks following completion of those Alteration Works),

provided that the Operator shall not be required to maintain the insurance required by this clause 31.2 during any period in which a Contractor maintains such insurance in respect of those Alteration Works in accordance with the requirements of this clause 31.2.

31.3. Each Operator shall maintain in place all insurance policies specified in each relevant Operator Agreement for at least the duration of each such Operator Agreement (or such longer periods as is otherwise specified in the relevant Operator Agreement).

31.4. Each Airside Vehicle Operator shall from the relevant Commencement Date to the relevant Cessation date maintain in place fully comprehensive vehicles insurance in respect of all of its Vehicles (which must provide insurance coverage for the operation of such Vehicles Airside by the Airside Vehicle Operator's Personnel and LLA's Personnel) with:

31.4.1. no limit in respect of personal injury caused to third parties per claim; and

31.4.2. for at least the full repair cost or replacement value of the relevant Vehicle and any third party property per claim (subject to a limit of at least £100,000,000 per claim and £100,000,000 in aggregate per annum);

31.5. Each Operator shall ensure that any insurance policy that that Operator is required to maintain in accordance with clauses 31.1, 31.2 and 31.4 (except for any professional indemnity insurance) shall contain an indemnity to principals clause under which LLA shall be indemnified in respect of third party claims made

against LLA arising out of or in connection with any goods supplied by that Operator or activities of that Operator and for which that Operator is legally liable.

31.6. Each Operator undertakes that it will not do, or omit to do, anything to invalidate any of the insurance policies set out in clauses 31.1, 31.2 and 31.4 (including non- payment of any premium) or to prejudice LLA's entitlement under those insurance policies.

31.7. Each Operator will not do anything or authorise or allow anything to be done whereby any policy or policies of insurance maintained by LLA may become void or voidable or as a result of which the premium may be increased. If an Operator breaches this obligation, and without prejudice to any other right or remedy of LLA, that Operator will pay to LLA the full amount of the additional premium or (as the case may be) the insurance proceeds rendered irrecoverable as a consequence of such breach.

31.8. Each Operator must:

31.8.1. provide to AirDat (or if LLA so specifies, LLA) at least once a year, and at any other time within 5 Business Days upon AirDat's (or LLA's) request, a current, in date, insurance certificate for each insurance policy detailed in clauses 31.1, 31.2 and 31.4 above which it holds ("**Reviewable Insurances**"), by such means or method as is specified by AirDat (or LLA) from time to time;

31.8.2. provide to AirDat (or if LLA so specifies, LLA) all reasonable assistance, supporting evidence and information as is necessary for AirDat (or LLA) to determine if the Reviewable Insurances meet that Operator's minimum insurance obligations specified in accordance with the terms of these CCU and each applicable Operator Agreement ("**Annual Insurance Review**");

31.8.3. in the event that AirDat (or LLA) informs that Operator that it has reasonably determined that that Operator does not hold suitable insurances ("**Insurance Requirement Breach**") which meet that Operator's minimum insurance obligations specified in accordance with the terms of these CCU and each applicable Operator Agreement ("**Suitable Minimum Insurances**"), that Operator shall:

31.8.3.1. if so requested by LLA, immediately cease operations at the Airport until it has in place Suitable Minimum Insurances and has provided evidence of the same to AirDat (or if LLA so specifies, to LLA); and

31.8.3.2. in any event, within 10 Business Days of being informed of an Insurance Requirement Breach, ensure it obtains Suitable Minimum Insurances, and provides evidence of the same to AirDat (or if LLA so specifies, to LLA); and

31.8.4. on demand by AirDat, promptly pay to AirDat, AirDat's published charges for undertaking each Annual Insurance Review;

provided that receipt of such insurance certificates and other evidence by AirDat or LLA shall not in itself constitute acceptance by LLA that that Operator has complied with its insurance obligations specified in accordance with the terms of these CCU (and each applicable Operator Agreement), or relieve that Operator of any of its liabilities under these CCU (or any relevant Operator Agreement).

31.9. Each Operator must notify LLA immediately if any of the insurance policies set out in clauses 31.1, 31.2 and 31.4 lapses or is denied.

31.10. Any excess or deductibles under each insurance policy detailed in clauses 31.1, 31.2 and 31.4 above shall be the sole and exclusive responsibility of the relevant Operator.

31.11. Each insurance maintained by each Operator in accordance with clauses 31.1 and/or 31.2 shall:

31.11.1. name LLA together with its employees, directors and such other party as LLA may request as additional named insured (the "**Additional Insured**");

31.11.2. contain a severability of interests clause to the effect that the insurance, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each Additional Insured;

31.11.3. be primary without right of contribution from any other insurance carried by the Additional Insured;

31.11.4. provide that the Additional Insured shall have no liability for premiums and that that Operator's insurers shall waive any rights of set-off, counterclaim or other deduction against the Additional Insured;

31.11.5. provide that the insurers waive their rights of subrogation against the Additional Insured.

31.12. Each Operator's liabilities under these CCU and each relevant Operator Agreement shall not be deemed to be released or limited by that Operator taking out any insurance policy.

32. Confidentiality

32.1. Each Operator undertakes that it shall not at any time disclose to any person any:

32.1.1. LLA Materials;

32.1.2. information concerning Airport security and access (including the location of any security vulnerabilities) or infrastructure details in respect of the Airport;

32.1.3. images or video recordings of any part of the Airport;

32.1.4. plans, schematics, diagrams, drawings or designs of any part, or all, of the Airport (or of any existing or proposed structure at the Airport);

32.1.5. information concerning the operation of LLA or the Airport (including

13. Terms of Use

demand for goods or services, or in respect of air traffic movements);

32.1.6. information concerning LLA's commercial arrangements (including the terms of any relevant Operator Agreement), development plans, charges, business, affairs, suppliers, customers, personnel, technical or commercial know-how, specifications, inventions, processes or initiatives; or

32.1.7. information of LLA's which is labelled or specified by LLA as being confidential or secret, or which a reasonable business person would consider to constitute confidential information;

which has been disclosed to that Operator by LLA, LLA's Personnel or any third party or which is otherwise acquired or created by that Operator (together the "**Confidential Information**").

32.2. Each Operator may disclose LLA's Confidential Information:

32.2.1. to such of that Operator's Personnel as need to know it for the purpose of discharging that Operator's obligations under these CCU (and any relevant Operator Agreement) provided that that Operator shall ensure that each of that Operator's Personnel to whom it discloses LLA's Confidential Information complies substantively with that Operator's obligations in this clause 32 (as if such Personnel were a party to these CCU in place of that Operator);

32.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or

32.2.3. if LLA provides that Operator with advance written permission to disclose such Confidential Information (and only then to the extent set out in such permission).

32.3. No Operator shall use LLA's Confidential Information for any purpose other than to perform its obligations in accordance with these CCU (or any applicable Operator Agreement).

32.4. For the avoidance of doubt, nothing in these CCU (or any relevant Operator Agreement) shall prevent LLA from disclosing any of the confidential information of an Operator and each Operator acknowledges and agrees that LLA shall be entitled to disclose any confidential information of an Operator if:

32.4.1. the information is already in the public domain;

32.4.2. disclosure is required by law or any regulatory body;

32.4.3. disclosure is to LLA's professional advisers; or

32.4.4. disclosure is to LLA's shareholders, any company in LLA's Group, or the freeholder of the Airport; or

32.4.5. disclosure is to a prospective operator of the Airport.

32.5. Each Operator agrees and acknowledges that:

32.5.1. once entered into the AODB, no Groundhandling Data ("AODB Data") shall be deemed to be, or treated as, confidential by that Operator or LLA;

32.5.2. LLA shall not owe a duty of confidence to that Operator in respect of any AODB Data; and

32.5.3. LLA may at its discretion utilise AODB Data for such purposes, and provide AODB Data to such third parties, as LLA determines from time to time (which may include the provision of AODB Data to Retail Concessionaires for the purposes of assisting such Retail Concessionaires in determining appropriate staffing levels for their Concessions).

33. **Data Protection and Data Processing**

33.1. Each Operator shall not do anything in breach of the Data Protection Requirements or anything that would render LLA in breach of the same.

33.2. Each Operator shall comply with LLA's prevailing data protection policies and notices from time to time (which may be made available from time to time on LLA's website located at www.london-luton.co.uk).

33.3. Each Operator and LLA acknowledge that for the purposes of the Data Protection Requirements, that Operator and LLA (as the context of any processing in accordance with the Annex to these CCU, or the terms of any Operator Agreement, requires) may at times be a data controller or a data processor in connection with these CCU (and any relevant Operator Agreement) where "data controller" and "data processor" have the meanings as defined in the Data Protection Requirements. The Annex to these CCU sets out the scope, nature and purpose of processing by each Operator and LLA under these CCU, the duration of the processing and the types of Personal Data and categories of data subject. Each Operator shall not process Personal Data other than in accordance with the parameters set out in the Annex (as amended by the parties from time to time in accordance with the provisions of clause 44) or as otherwise specified in accordance with the terms of a relevant Operator Agreement.

33.4. Without prejudice to the generality of clause 33.1, each Operator shall, in relation to Personal Data it processes in connection with the performance of its obligations under these CCU (or any relevant Operator Agreement):

33.4.1. ensure that there is in place (as applicable) all necessary appropriate consents and notices to enable that Operator to lawfully process such Personal Data for the purposes of these CCU (and any relevant Operator Agreement);

33.4.2. if such Personal Data is Shared Personal Data, ensure that there is in place (as applicable) all necessary appropriate consents and notices to enable LLA to lawfully process such Personal Data for the purposes of these CCU (and any relevant Operator Agreement);

33.5. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, process that Personal Data only on the written instructions of LLA unless that

Operator is required by any Applicable Laws to process Personal Data. Where that Operator is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data in accordance with an Applicable Law, that Operator shall promptly notify LLA of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits that Operator from so notifying LLA;

33.6. ensure that it has in place appropriate technical and organisational measures, (to the satisfaction of LLA if such Personal Data is processed on behalf of LLA or is Shared Personal Data), to protect against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, renaming and encrypting such Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to such Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

33.7. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, not transfer any such Personal Data outside of the United Kingdom or the European Economic Area unless the prior written consent of LLA has been obtained and the following conditions are fulfilled:

33.7.1. LLA or that Operator has provided appropriate safeguards in relation to the transfer;

33.7.2. each relevant data subject has enforceable rights and effective legal remedies;

33.7.3. that Operator complies with its obligations under the Data Protection Requirements by providing an adequate level of protection in respect of any such Personal Data that is transferred; and

33.7.4. that Operator complies with reasonable instructions notified to it in advance by LLA with respect to the processing of such Personal Data;

33.7.5. assist LLA (and undertake such action as LLA may require) in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Requirements with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators (including promptly complying with any request from LLA requiring that Operator to amend, transfer or delete Personal Data);

33.7.6. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, notify LLA without undue delay on becoming aware of any security breach, unlawful access or processing, loss, damage or destruction in respect of such Personal Data;

33.7.7. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, promptly inform LLA if any such Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable and promptly restore such Personal Data at its own expense;

33.7.8. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, at the written direction of LLA, delete or return such Personal Data and copies thereof to LLA on the relevant Cessation Date unless required by Applicable Law to store such Personal Data; and

33.7.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 33;

33.7.10. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, not appoint a third party processor of such Personal Data under these CCU or any relevant Operator Agreement (without LLA's prior written consent);

33.7.11. if such Personal Data is processed on behalf of LLA, or is Shared Personal Data, (subject to clause 33.7.10) ensure that each third party processor of such Personal Data or Shared Personal Data appointed by that Operator adheres to all Data Protection Requirements, and substantively with that Operator's requirements set out in this clause 33 (as if that third party processor where a party to these CCU in place of that Operator);

33.7.12. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, ensure that all additional requirements of the Data Protection Requirements are met if any such Personal Data relates to criminal activity or is special category Personal Data; and

33.7.13. ensure that it maintains appropriate policies and procedures to enable the lawful processing (in accordance with the Data Protection Requirements) of any such Personal Data which relates to criminal activity or which is special category Personal Data.

33.8. Each Operator shall ensure that:

33.8.1. it takes reasonable steps to ensure the reliability of any of that Operator's Personnel who have access to Personal Data;

33.8.2. access to Personal Data is limited to:

33.8.2.1. those Personnel of that Operator who need access to such Personal Data to meet that Operator's obligations under these CCU (and any relevant Operator Agreement); and

33.8.2.2. in the case of any access by any of that Operator's Personnel, such part or parts of such Personal Data as is strictly necessary for performance of such Personnel's duties;

33.8.3. all of its Personnel who have access to the Personal Data:

33.8.3.1. are informed of the confidential nature of Personal Data;

33.8.3.2. have undertaken training in the laws relating to handling Personal Data; and

33.8.3.3. are obliged to keep Personal Data confidential and are aware of that Operator's duties.

33.9. Each Operator shall transfer all Personal Data which is processed on behalf of LLA or which is Shared Personal Data to LLA within 2 Business Days of:

33.9.1. LLA's request for such data; and

33.9.2. the relevant Cessation Date.

33.10. If an Operator receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data, or to LLA or that Operator's compliance with the Data Protection Requirements, it shall immediately notify LLA and it shall provide LLA with full co-operation and assistance in relation to any such complaint, notice or communication.

33.11. If an Operator receives a request from a Data Subject in connection with that person's Personal Data, and the relevant Personal Data is either (a) processed by that Operator on behalf of LLA or (b) is Shared Personal Data; that Operator shall:

33.11.1. notify LLA within 2 Business Days of receiving such a request;

33.11.2. provide LLA with full co-operation and assistance in relation to any request made by a Data Subject in connection with that person's Personal Data; and

33.11.3. not disclose the Personal Data to any Data Subject or to a third party other than at the request of LLA or as provided for in these CCU or any relevant Operator Agreement.

33.12. LLA is entitled, on giving at least 2 Business Days' notice to an Operator, to inspect or appoint representatives to inspect all premises, equipment, documents and electronic data relating to the processing of Personal Data by that Operator (and that Operator shall grant such access as is necessary to facilitate such inspection).

33.13. Each Operator shall notify LLA immediately if it becomes aware of any advance in technology and methods of working relating to the supply of the Airport Services which mean that LLA should revise the security measures it has in place in respect of the processing of Personal Data.

34. **Ethics Compliance**

34.1. Each Operator shall at all times from the relevant Commencement Date to the relevant Cessation Date:

34.1.1. comply with all Applicable Laws, statutes, regulations and codes relating to:

34.1.1.1. anti-bribery and anti-corruption including the Bribery Act 2010;

34.1.1.2. anti-slavery and human trafficking including the Modern Slavery Act 2015;

34.1.1.3. anti-facilitation of tax evasion including the Criminal Finances Act 2017;

34.1.1.4. anti-fraud including Economic Crime and Corporate Transparency Act 2023; and

34.1.1.5. illegal working including Immigration, Asylum and Nationality Act 2006, Immigration Act 1971 and Immigration Act 2016;

(together the "**Ethics Requirements**").

34.1.2. not engage in any activity, practice or conduct which would constitute

34.1.2.1. an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

34.1.2.2. an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK

34.1.2.3. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017;

34.1.2.4. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

34.1.2.5. a fraud offence, including Economic Crime and Corporate Transparency Act 2023; or

34.1.2.6. an offence under sections 15 to 25 of the Immigration, Asylum and Nationality Act 2006;

34.1.3. comply with such of LLA's prevailing policies relating to ethics, anti-bribery, anti-slavery, anti-tax evasion, anti-fraud and the prevention of illegal working, as are made available to such Operator or published by LLA from time to time ("**Ethics Policies**") and promptly notify LLA as soon it becomes aware of any breach of such Ethics Policies;

34.1.4. have and shall maintain in place its own policies and procedures (including, as applicable, adequate procedures under the Bribery Act 2010 and procedures to prevent the commission of fraud in connection with its business), to ensure compliance with the Ethics Requirements, the Ethics Policies and clause 34.1.2, and will enforce such policies and procedures accordingly so as to ensure compliance with them;

34.1.5. immediately notify LLA:

34.1.5.1. of any request or demand for any undue financial or other advantage of any kind received by that Operator in connection with the performance of its obligations in connection with these CCU (or a relevant Operator Agreement);

34.1.5.2. of any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and

34.1.5.3. of any actual or suspected slavery or human trafficking in a supply chain which has a connection with these CCU or any relevant Operator Agreement;

34.1.5.4. if a foreign public official becomes an officer or employee of that Operator or acquires a direct or indirect interest in that Operator, and that Operator warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the relevant Commencement Date;

34.1.5.5. of the commission of any fraud offence, including any offence under the Economic Crime and Corporate Transparency Act 2023, in connection with these CCU (or a relevant Operator Agreement), or has reason to believe that it has received a request or demand to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023 in connection with these CCU (or a relevant Operator Agreement);

34.1.5.6. if it becomes aware that any Worker is working illegally; and

34.1.5.7. upon request by LLA, certify to LLA in writing signed by an officer of that Operator, compliance with this clause 34.1 by that Operator and all persons associated with it under clause 34.2. That Operator shall provide such supporting evidence of its compliance as LLA may reasonably request.

34.2. Each Operator shall ensure that any person associated with that Operator who is performing services or providing goods in connection with these CCU or any relevant Operator Agreement ("**Associated Person**") does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that Operator in clause 34.1 ("**Ethics Terms**"). Each Operator shall be responsible for the observance and performance by such persons of the Ethics Terms, and shall be directly liable to LLA for any breach by such persons of any of the Ethics Terms.

34.3. Each Operator shall, if requested by LLA, co-operate with and provide all reasonable assistance to LLA, to enable LLA to investigate, defend or respond to any requests or prosecutions from or initiated by a relevant government department or agency to investigate or prosecute, an alleged offence in connection with any of the Ethics Requirements which reasonably relate to the actions or inactions of that Operator.

34.4. For the purpose of clause 34.1.4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 34, a person associated with the relevant Operator includes but is not limited to any subcontractor of that Operator.

35. **Manager Liaison**

35.1. At all times between the relevant Commencement Date and the relevant Cessation Date, each Operator shall appoint a member of its Personnel to be responsible for the management of its Activities at the Airport (an "**Operator Manager**"). Each Operator shall notify LLA, of the name, email address and contact telephone number ("**Manager Details**") of that Operator's then current Operator Manager:

35.1.1. on the relevant Commencement Date;

35.1.2. at any time on request by LLA; and

35.1.3. whenever the identity or Manager Details of its Operator Manager changes.

35.2. Each Operator shall procure that its Operator's Manager, will meet with LLA's Manager ("together the "**Managers**") at such times as LLA may determine from time to time to discuss any relevant matters in connection with these CCU or any Operators Agreement ("**Meetings**"). The relevant Operator shall procure that its Operator's Manager will discuss in good faith with LLA's Manager any relevant issues tabled by either of them, including, but not limited to:

35.2.1. operational issues;

35.2.2. customer service issues;

35.2.3. feedback and complaints received by LLA, and action taken or to be taken by that Operator to prevent a repetition of similar complaints;

35.2.4. opportunities for improved efficiencies in connection with the relevant Activities or Airport Services;

35.2.5. that Operator's adherence to these CCU or any relevant Operator Agreement; and

35.2.6. that Operator's adherence to operational safety and security standards.

35.3. Any improvements or changes to be implemented by an Operator in connection with its operations at the Airport (including those specified in these CCU and each relevant Operator Agreement) which LLA's Manager requests at a Meeting shall

be implemented by that Operator as soon as reasonably practicable (and in any event within one month of that Meeting).

36. **LLA Audit**

36.1. Each Operator shall from time to time:

36.1.1. send to LLA all relevant records (in such electronic format as is specified by LLA) and provide all such additional information as LLA may request;

36.1.2. permit LLA (or its professional advisors) access to that Operator's premises, Personnel, systems and relevant records; and

36.1.3. permit LLA (or its professional advisors) to observe that Operator's operations, staffing levels and Activities;

to verify each such Operator's adherence to the terms of these CCU (and any relevant Operator Agreement) ("**Audit**").

36.2. Each Operator shall provide LLA (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each Audit.

36.3. If an Audit is conducted by LLA at any of an Operator's premises located outside of the Airport, LLA shall provide at least 2 Business Days' notice of its intention to conduct such Audit to such Operator and any such Audit shall be conducted during normal business hours. If an Audit is conducted by LLA at the Airport, LLA may conduct such Audit at any time without notice to the relevant Operator.

36.4. In respect of each Audit, LLA and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the relevant Operator shall provide the necessary facilities to assist in copying free of charge. In the event that the relevant Operator's records contain information which that Operator is prohibited by law from disclosing to LLA, that Operator shall prepare redacted or edited versions of its records at LLA's cost to enable LLA by its duly authorised representatives to verify that Operator's compliance with the terms of these CCU (or any relevant Operator Agreement).

37. **Competent Authority Requirements**

37.1. Each Operator shall:

37.1.1. ensure that it co-operates fully and provides such access as is necessary to permit the CAA, the DfT, HM Revenue & Customs, Border Force, Home Office or any other regulatory authority or law enforcement agency ("**Competent Authority**"), to undertake audits and inspections of its operations at the Airport ("**Competent Authority Audit**");

37.1.2. provide LLA with notice of each such Competent Authority Audit as soon as reasonably practicable, and permit LLA to attend each such Competent Authority Audit;

37.1.3. ensure that all requirements and instructions of a Competent Authority are adhered to as soon as practicable in connection with its operations at the Airport; and

37.1.4. provide to LLA in writing details of all requirements and instructions of a Competent Authority which are issued to it from time to time, together with details of how it intends to implement such requirements and instructions (and if so requested by LLA from time to time, promptly provide to LLA evidence of such implementation).

38. **Suspension & Termination of Airport Services**

38.1. Without prejudice to any other right or remedy of LLA, if an Operator fails to pay the Charges when due or is otherwise in material breach of these CCU (or a relevant Operator Agreement), LLA may at its discretion, without notice to that Operator:

38.1.1. suspend or terminate all, or any part, of the provision of Airport Services to that Operator; and/or

38.1.2. charge for all or any part of the provision of Airport Services at the rates specified in Standard Tariff (if applicable) in place of any varied charges agreed for such Airport Services in a relevant Operator Agreement.

38.2. Without prejudice to any other right or remedy of LLA or the continuation of any relevant Operator Agreements (in respect of any unaffected Airport Services), LLA may suspend (for such period as LLA may specify) or terminate the provision of some or all of the Airport Services (to end on such date and time as LLA may specify, which may be immediately) by giving written notice to the relevant Operator to that effect if:

38.2.1. any of that Operator's Workers or Invitees gains access to any part of the Airport without LLA authorising such access;

38.2.2. that Operator commits a material breach of any terms of these CCU (or a relevant Operator Agreement) and such breach is irremediable or, if such breach is remediable, that Operator fails to remedy that breach within a period of 14 days after being notified in writing to do so;

38.2.3. that Operator repeatedly breaches any of the terms of these CCU (or a relevant Operator Agreement) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these CCU (or a relevant Operator Agreement);

38.2.4. a Worker of that Operator commits a criminal offence (or is arrested on suspicion of doing so) or breaches any of the Mandatory Policies;

38.2.5. that Operator's financial position deteriorates to such an extent that in LLA's reasonable opinion that Operator is unable, or will no longer be able, to fulfil its obligations under these CCU (or a relevant Operator Agreement);

38.2.6. that Operator suspends, or threatens to suspend, payment of its debts

or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

38.2.7. that Operator commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

38.2.8. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Operator;

38.2.9. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over that Operator;

38.2.10. the holder of a qualifying floating charge over the assets of that Operator has become entitled to appoint or has appointed an administrative receiver;

38.2.11. a person becomes entitled to appoint a receiver over all or any of the assets of that Operator or a receiver is appointed over all or any of the assets of that Operator;

38.2.12. a creditor or encumbrancer of that Operator attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that Operator's assets and such attachment or process is not discharged within 14 days;

38.2.13. any steps are taken by a secured lender of that Operator to obtain possession of that Operator's property over which it has security or otherwise to enforce its security;

38.2.14. that Operator (being an individual) is the subject of a bankruptcy petition or order or (being a partnership) has any partner to whom the foregoing applies;

38.2.15. any event occurs, or proceeding is taken, with respect to that Operator in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 38.2.7 to clause 38.2.13 (inclusive);

38.2.16. that Operator suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, or disposes of all or substantially all of its assets;

38.2.17. that Operator (being an individual) dies or, is in LLA's reasonable opinion, by reason of illness or incapacity, unable, or will no longer be able, to fulfil its obligations under these CCU (or any relevant Operator Agreement) or (being a partnership) has any partner to whom the foregoing applies;

38.2.18. there is a change of control (as defined in Section 1124 of the Corporation Taxes Act 2010) of that Operator;

38.2.19. the Operator fails to comply with its obligations set out at clauses 24.1.14, 24.1.15 or 24.1.16; or

38.2.20. any of its Worker is found to be working illegally at the Airport as a result of the Operator's breach of the obligations set out in clauses 24.1.14, 24.1.15 or 24.1.16;

38.3. For the purposes of clause 38.2.2, a material breach of a term of these CCU shall be interpreted as:

38.3.1. any breach that has a serious effect on a benefit that LLA would have otherwise derived from these CCU (or a relevant Operator Agreement); or

38.3.2. the relevant Operator's breach of any condition of these CCU (or a relevant Operator Agreement).

38.4. Without limitation, each of an Operators applicable obligations in clauses 2 (Operator Agreements), 3 (Charges, Invoicing & Payment), 5 (Airport Access), 12 (Airport Safety), 14 (Airport Security), 17 (Incident Reporting), 18 (Aircraft Operational Requirements), 19 (Airside Driving) 20 (Aircraft Incidents) 23 (Aircraft Detention), 24 (Operator Workers), 26 (Commercial Rights), 36 (Audit) shall be a condition of these CCU.

38.5. Without affecting any other right or remedy available to it or the continuation of any relevant Operator Agreements (in respect of all unaffected Airport Services), LLA may suspend (for such period as LLA may specify) or terminate the provision of some or all of the Airport Services at any time on giving not less than one months' written notice to the relevant Operator.

38.6. Each Operator shall notify LLA in writing immediately upon the occurrence of a change of control (as defined in Section 1124 of the Corporation Taxes Act 2010) of that Operator.

39. **Consequences of Cessation of Operations**

39.1. On the date of the relevant Cessation Date applicable to an Operator;

39.1.1. any rights, remedies, obligations or liabilities of LLA or that Operator that have accrued up to that Cessation Date, including the right to claim damages in respect of any breach of these CCU or a relevant Operator Agreement (as appropriate) which existed on or before that Cessation Date shall not be affected;

13. Terms of Use

39.1.2. any provision of these CCU or a relevant Operator Agreement that expressly or by implication is intended to come into or continue in force on or after that Cessation Date, including the following clauses in these CCU: clause 1 (Definitions and Interpretation), clause 28 (Liability), clause 30 (Indemnity), clause 32 (Confidentiality), this clause 39 (Consequences of Termination), clause 53 (Governing Law & Jurisdiction), shall remain in full force and effect;

39.1.3. all Charges incurred, and any other amounts owed, by that Operator to LLA shall become immediately due and payable; and

39.1.4. that Operator shall remove from the Airport any Operator branded signage and any Operator property. Any damage caused by such removal shall at LLA's option, either be made good:

39.1.4.1. by that Operator to the satisfaction of LLA; or

39.1.4.2. by LLA (or its appointed contractor), and the proper and reasonable costs of doing so shall be paid by that Operator to LLA (within 30 days of LLA's demand for such payment)

39.2. On the Cessation Date applicable to an Operator, that Operator shall immediately return all LLA Materials to LLA. If that Operator fails to do so, then LLA may enter that Operator's premises and take possession of them. Until they have been returned or delivered, that Operator shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these CCU (or a relevant Operator Agreement).

39.3. The relevant Operator will, during any termination notice period, continue to observe and discharge its obligations under these CCU (and each relevant Operator Agreement) prior to termination in good faith as if the provision of the relevant Airport Services were not terminating or expiring.

39.4. Unless otherwise specified in accordance with clause 38.1, any valid notice of termination served in accordance with these CCU (or a relevant Operator Agreement) will be deemed to provide that such termination shall take effect at 23:59 hours on the date specified in the notice.

39.5. The service of notice of termination by LLA on grounds that it reasonably considers to be legitimate will not be construed as a repudiation of these CCU (or any relevant Operator Agreement) and the relevant Operator hereby waives any right to accept such repudiation that it may have had but for this clause.

40. **Rights & Remedies**

40.1. If an Operator fails to comply with, any terms of these CCU (or any relevant Operator Agreement), LLA shall be entitled (without prejudice to any other right or remedy) to exercise one or more of the following rights:

40.1.1. to rescind or repudiate (as appropriate) these CCU (or any relevant Operator Agreement);

40.1.2. suspend or cease the provision of some or all Airport Services to the relevant Operator;

40.1.3. in connection with a Supplier Contract, to refuse to accept the provision of any further services or goods by the relevant Supplier and to require the immediate repayment by that Supplier of all sums paid by LLA to that Supplier for any unperformed services or undelivered goods under the relevant Supplier Contract;

40.1.4. to require that Operator, without charge to LLA, to carry out such remedial works or services, or provide such replacement goods, as is necessary to correct that Operator's failure; and

40.1.5. in any case, to claim such damages as it may have sustained in connection with that Operator's breach (or breaches) of these CCU (or the applicable Operator Agreement) except as otherwise remedied by the provisions of this clause 40.1.

40.2. Except as expressly provided in these CCU (or an applicable Operator Agreement), the rights in this clause 40 of LLA are in addition to, and not exclusive of, any rights or remedies provided by common law.

41. **Inadequacy of Damages**

41.1. Without prejudice to any other rights or remedies that LLA may have, each Operator acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of these CCU (or a relevant Operator Agreement). Accordingly, LLA shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of these CCU (or a relevant Operator Agreement).

42. **Force Majeure**

42.1. If an Operator is, or reasonably anticipates that it may become, affected by a Force Majeure Event which either does, or is likely to, adversely affect its Activities, that Operator shall immediately notify LLA of:

42.1.1. the nature and extent of that Force Majeure Event;

42.1.2. the nature and extent of that Force Majeure Event's then current, and anticipated, impact on its Activities; and

42.1.3. the actions it intends implement to mitigate or reduce the impact of the Force Majeure Event on its Activities.

42.2. Notwithstanding any other provision of these CCU or any relevant Operator Agreement:

42.2.1. if a Force Majeure Event adversely affects, hinders or impairs LLA's business or the operation of the Airport (without liability to each relevant Operator):

42.2.1.1. LLA may delay, suspend or cease the provision of some or all

13. Terms of Use

Airport Services without notice to each relevant Operator; and

42.2.1.2. if so requested by LLA, each Supplier shall (as directed by LLA) delay, suspend or cease the provision of its Supplier Services to LLA for such period as LLA may specify (and LLA shall not be required to pay to that Supplier any charges in respect of any Supplier Services which have not been performed or delivered at the time such delay, suspension or cessation commences);

42.2.2. LLA shall not be deemed to be in breach of these CCU (or any relevant Operator Agreement), or otherwise be liable to an Operator, for any delay in performance, partial performance or non-performance of any of its obligations under these CCU (or any relevant Operator Agreement) if such delay, partial performance or non-performance is due to a Force Majeure Event.

43. **Assignment and other Dealings**

43.1. Each Operator shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these CCU (or any relevant Operator Agreement) without the prior written consent of LLA.

43.2. LLA may at any time assign, novate, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under these CCU (or any Operator Agreement). Upon an assignment or novation, the obligations of LLA under these CCU (or any relevant Operator Agreement) will cease, except for the purpose of enforcing any outstanding obligations arising prior to the date of assignment or novation.

44. **Variation**

44.1. LLA reserves the right to amend, vary or rescind any or all of the CCU at any time. No other variation of these CCU agreed between LLA and an Operator shall be effective unless expressly set out in the terms of an applicable Operator Agreement. No variation of any relevant Operator Agreement shall be effective unless carried out in accordance with the terms of that Operator Agreement.

45. **Waiver**

45.1. A waiver of any of LLA's right or remedy under these CCU (or any relevant Operator Agreement) or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

45.2. A failure or delay by LLA to exercise any right or remedy provided under these CCU (or any relevant Operator Agreement) or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

45.3. If LLA waives a right or remedy provided under these CCU (or any relevant Operator Agreement) or by law in relation to an Operator, or takes or fails to take any action against that Operator, such waiver shall not affect LLA's rights in relation to any other Operator.

45.4. Nothing in these CCU (or any relevant Operator Agreement) shall be taken to confer a right for an Operator to use the Airport without LLA's consent and LLA may withdraw any consent provided to an Operator in the event that such Operator is in breach of these CCU (or any relevant Operator Agreement).

46. **Severance**

46.1. If any provision or part-provision of these CCU (or any relevant Operator Agreement) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these CCU (or where relevant an Operator Agreement).

46.2. If any provision or part-provision of these CCU (or any relevant Operator Agreement) is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

47. **Entire Agreement**

47.1. These CCU (and each relevant Operator Agreement) constitute the entire agreement between LLA and each Operator and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between LLA and that Operator, whether written or oral, relating to its subject matter. These CCU (and each relevant Operator Agreement) shall prevail over any other terms of business (or similar) put forward by an Operator.

47.2. LLA will not be liable to an Operator for any costs or losses, expenses, damages, claims or liabilities suffered or incurred by that Operator in respect of any notification and/or information given by LLA which proves incorrect (except where such notification and/or information is given fraudulently or recklessly).

47.3. Each Operator agrees and acknowledges that in entering into these CCU (and each relevant Operator Agreement) no reliance has been placed on any statement, representation assurance or warranty other than expressly set out in these CCU (or a relevant Operator Agreement) and that it shall have no remedy in respect of any such statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these CCU (or a relevant Operator

13. Terms of Use

Agreement).

47.4. All warranties, conditions, terms and representations not set out in these CCU (or an Operator Agreement) whether implied by statute or otherwise are excluded to the extent permitted by law.

47.5. Nothing in this clause 47 will exclude any liability in respect of misrepresentations made fraudulently.

48. **No Partnership or Agency**

48.1. Nothing in these CCU (or any relevant Operator Agreement, unless expressly stated) is intended to, or shall be deemed to, establish any partnership or joint venture between LLA and any Operator, constitute LLA or the any Operator as the agent of another party, or authorise any Operator to make or enter into any commitments for or on behalf of LLA.

48.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

49. **Third Party Rights**

49.1. Except to the extent set out in these CCU (or any relevant Operator Agreement), no third party may enforce these CCU (or any relevant Operator Agreement) by virtue of the Contracts (Rights of Third Parties) Act 1999.

49.2. LLA and each Operator may vary, terminate or rescind these CCU and any relevant Operator Agreement (in accordance with the terms of these CCU or the relevant Operator Agreement) without the consent of any third party

50. **Conflicts**

50.1. If the provision of Airport Services by LLA to an Operator is subject to a separate Operator Agreement, the description of those Airport Services in that separate Operator Agreement shall be deemed to fully describe those Airport Services, in place of any description set out in these CCU. Except as otherwise provided in a relevant separate Operator Agreement, if there is any other inconsistency between any of the provisions of these CCU and the provisions of that Operator Agreement, the provisions of these CCU shall prevail except to the extent otherwise specified in that Operator Agreement.

50.2. If an Operator Agreement and these CCU contain provisions which limit the same liability, both sets of provisions in respect of that liability shall apply, with the provisions that limit that liability to greatest extent interpreted as applying first to that liability.

51. **Notices**

51.1. Except in respect of a notice sent in accordance with clause 51.6, a notice given to a party under or in connection with these CCU or any relevant Operator Agreement:

51.1.1. shall be in writing and in English or accompanied by an accurate translation into English;

51.1.2. shall be signed by or on behalf of the party giving it;

51.1.3. shall be sent to the party for the attention of the contact and at the address, listed or specified in clause 51.2;

51.1.4. shall be sent by a method listed in clause 51.4; and

51.1.5. is deemed received as set out in clause 51.4 if prepared and sent in accordance with this clause 51.

51.2. The parties' addresses and contacts are as set out or as specified in this table:

Party	Contact	Postal Address
LLA	General Counsel	Percival House 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU
The relevant Operator	A director (or person of equivalent seniority) of the relevant Operator	To the then current registered company address or the principal place of business of the relevant Operator (or such other address for the provision of notices as set out in a relevant Operator Agreement)

51.3. A party may change its details given in the table in clause 51.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

51.3.1. the date, if any, specified in the notice as the effective date for the change; or

51.3.2. the date five Business Days after deemed receipt of the notice.

51.4. This table sets out:

51.4.1. delivery methods for sending a notice to LLA or an Operator under these CCU (and any relevant Operator Agreement); and

51.4.2. for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause 51 have been satisfied and subject to the provisions in clause 51.5:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.

13. Terms of Use

Pre-paid first class post or other next working day delivery service providing proof of postage	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of postage	9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.

51.5. For the purpose of clause 51.4 and calculating deemed receipt:
- 51.5.1. all references to time are to Local Time in the place of deemed receipt; and
- 51.5.2. if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the next Business Day.

51.6. Notwithstanding the preceding provisions of this clause 51, a notice given by LLA to an Operator under or in connection with these CCU, or any relevant Operator Agreement, may be sent by LLA by email to the then current business email address of a member of that Operator's Personnel. A notice sent by LLA to an Operator by email shall be deemed to be received by that Operator at the time of transmission.

51.7. This clause 51 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

52. **Dispute Resolution**

52.1. Either LLA or an Operator may serve notice of dispute ("**Dispute Notice**") on the other in respect of a dispute or difference under a relevant Operator Agreement or these CCU ("**Dispute**").

52.2. On receipt by LLA or an Operator of a Dispute Notice from the other, LLA and that Operator shall attempt, in good faith, to resolve any Dispute promptly by negotiation, which shall be conducted by a director of LLA and a director (or person of equivalent seniority) of that Operator.

52.3. If LLA and the relevant Operator are unable, or fail, to resolve the Dispute within 14 days of the date of the Dispute Notice, then either may commence or continue court proceedings in respect of such unresolved Dispute.

52.4. Notwithstanding clause 52.3, any Dispute may be referred to and finally resolved by arbitration under the CIArb Rules (in force at the time of the referral) by a sole arbitrator to be agreed by LLA and the relevant Operator or, in the absence of such agreement, as nominated by the Chartered Institute of Arbitrators (if so requested by either LLA or the relevant Operator).

52.5. An Operator may not commence any court proceedings/arbitration in relation to any dispute arising out of these CCU (or any relevant Operator Agreement) until it has attempted to settle the relevant dispute in accordance with clauses 52.1 to 52.3 provided that:
- 52.5.1. the right to issue proceedings is not prejudiced by a delay; or
- 52.5.2. one of the remedies sought by the claimant party is not the grant of an injunction or specific performance of the other relevant party's obligations under these CCU (or any relevant Operator Agreement).

53. **Governing Law**

53.1. These CCU, any relevant Operator Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

54. **Jurisdiction**

54.1. Subject to clause 52, LLA and each Operator irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these CCU, any relevant Operator Agreement or their subject matter or formation.

13. Terms of Use

Annex

Data Processing Parameters

Each Operator and LLA will only process Personal Data in accordance with the following parameters (and any other parameters set out in a relevant Operator Agreement):

1. The scope and nature of personal data processing:
   1.1. LLA may process Personal Data:
      1.1.1. to the extent necessary to provide the Airport Services which will include the maintenance of electronic records containing the names and contact details for each Operator's Personnel; and
      1.1.2. to the extent necessary:
         1.1.2.1. to determine whether to issue one or more passes (as required by LLA from time to time in respect of persons visiting or working at the Airport) to the Personnel, Workers, Invitees and Subcontractors of each Operator; and
         1.1.2.2. to maintain records of any pass issued by LLA to the Personnel, Workers, Visitors, Invitees and Subcontractors of each Operator;

      which will include conducting background checks, obtaining, storing and displaying photographic images and maintaining electronic records;
      1.1.3. to the extent necessary to check that the Personnel, Workers, Invitees and Subcontractors of each Operator are permitted to access, or remain in, any location at the Airport (including any airside location) which will include the maintenance of electronic records;
      1.1.4. to the extent necessary to maintain electronic records of each Operator's Personnel, Workers, Invitees and Subcontractors entry and exit to and from areas of the Airport;
      1.1.5. to the extent necessary to maintain safety and security within, and the orderly administration of, the Airport through:
         1.1.5.1. the use of video surveillance systems, facial recognition systems, automatic number plate recognition systems and entry and exit point checking systems;
         1.1.5.2. sharing details with Operators of persons that may cause a threat to the safety, security or orderly administration at or of the Airport, including persons who have been issued with an Exclusion Notice by LLA;
         1.1.5.3. investigating incidents occurring at the Airport, or complaints or queries in connection with the operation of the Airport; and
         1.1.5.4. enabling each Operator to investigate incidents occurring at the Airport; and
         1.1.5.5. to enable each Operator to investigate and deal with complaints or queries in connection with that Operator's operations at the Airport;
      1.1.6. to the extent necessary to administer these CCU (and any relevant Operator Agreement) with the Personnel of each Operator which will include the maintenance of electronic records.
   1.2. Each Operator may process Personal Data:
      1.2.1. to the extent necessary to receive the Airport Services which will include the maintenance of electronic records containing the names and contact details of LLA's Personnel;
      1.2.2. to the extent necessary to assist LLA in maintain safety, security and orderly administration at or of the Airport, including:
         1.2.2.1. determining whether to prevent the sale of goods or services at, or to be provided at, the Airport to persons who have been issued with an Exclusion Notice by LLA;
         1.2.2.2. informing LLA of the presence at the Airport of a person who has been issued with an Exclusion Notice LLA or a person who may otherwise threaten safety or security at, or the orderly administration of, the Airport;
         1.2.2.3. to provide LLA with details of incidents involving persons at the Airport and to assist LLA with its investigations and in dealing with complaints and queries;
         1.2.2.4. to investigate incidents occurring at the Airport; and
         1.2.2.5. to investigate and deal with complaints or queries in connection with that Operator's operations at the Airport;
      1.2.3. to the extent necessary to administer these CCU (and any relevant Operator Agreement), and any other agreement between that Operator and LLA, with the Personnel of LLA which will include the maintenance of electronic records.
2. The purposes of personal data processing:
   2.1. The purposes for which LLA may process Personal Data are:
      2.1.1. to enable LLA to provide the Airport Services to each Operator;
      2.1.2. to check the suitability (in relation to security and safety at the Airport) of each Operator's Personnel, Workers, Invitees and Subcontractors seeking to access and/or work in areas of the Airport;
      2.1.3. to maintain security within the Airport;
      2.1.4. to maintain the safety of persons at the Airport;
      2.1.5. to ensure the orderly administration of the Airport; and

13. Terms of Use

2.1.6. to administer the terms of these CCU (and any relevant Operator Agreement).

2.2. The purposes for which the relevant Operator may process Personal Data are:

2.2.1. to enable LLA to provide the Airport Services to the relevant Operator;

2.2.2. to assist LLA in maintaining security within the Airport;

2.2.3. to assist LLA in maintaining the safety of persons at the Airport;

2.2.4. to assist LLA in ensuring the orderly administration of the Airport; and

2.2.5. for the purpose of administering these CCU (and any relevant Operator Agreement).

3. The duration during which Personal Data will be processed:

3.1. LLA may process Personal Data for no longer than the longest retention period set out in any of:

3.1.1. LLA's privacy notices made available to Data Subjects; or

3.1.2. LLA's data protection policies;

which are applicable to the processing of the relevant Personal Data from time to time (and which are available on request).

3.2. Each Operator may process Personal Data for no longer than from the relevant Commencement Date to the relevant Cessation Date.

4. The types of personal data which will be processed:

4.1. LLA may process the following types of Personal Data:

4.1.1. names;

4.1.2. telephone numbers;

4.1.3. dates of birth;

4.1.4. email addresses;

4.1.5. addresses;

4.1.6. signatures;

4.1.7. photographic images and video recordings;

4.1.8. vehicle registration numbers;

4.1.9. national insurance numbers;

4.1.10. nationalities;

4.1.11. places of birth;

4.1.12. work histories (including employer/business details, dates of engagements, periods of unemployment and job titles);

4.1.13. proofs of identification (including passports, driving licences etc);

4.1.14. criminal records;

4.1.15. current job titles and employer/business details;

4.1.16. names of educational establishments and years of attendance; and

4.1.17. details of incidents involving an individual occurring at the Airport (including the commission of criminal offences which may result in LLA issuing an Exclusion Notice to that individual);

4.1.18. details of Exclusion Notices.

4.2. Each Operator may process the following types of Personal Data:

4.2.1. names;

4.2.2. telephone numbers;

4.2.3. email addresses;

4.2.4. addresses;

4.2.5. signatures;

4.2.6. photographic images and video recordings;

4.2.7. details of incidents involving an individual which occur at the Airport (including the commission of criminal offences which may result in LLA issuing an Exclusion Notice that individual); and

4.2.8. details of Exclusion Notices.

5. The categories of data subject whose Personal Data will be processed:

5.1.1. LLA may process the details of each Operator's Personnel, Workers, Invitees and Subcontractors and the details of other persons attending the Airport.

5.1.2. Each Operator may process the details of LLA's Personnel and the details of other persons attending the Airport.

For further information:

Aviation Team
London Luton Airport
Percival House, 134 Percival Way, Luton, Bedfordshire, LU2 9NU
Tel: +44 (0)1582 395338
E-mail: business.development@ltn.aero

Londrport
Luton
Lutorport