



## **Central Terminal Area Terms of Use**

**November 2019**

### **1 Introduction and Scope**

- 1.1 This document is the London Luton Airport Operations Limited's "Central Terminal Area Terms of Use" and sets out the basis upon which all persons using the CTA (subject to the restrictions on who may use the CTA set out in paragraph 4.3.2) are permitted to use the CTA at London Luton Airport.
- 1.2 The plan in Appendix 2 shows the extent and layout of the CTA. The CTA has 18 parking bays in total; 17 parking bays (Bays A to S) are available for use by Buses in the Drive In Reverse Out format and 1 parking bay is available for use by Buses in the Drive In Drive Out format (Bay T).
- 1.3 Contact details are listed in Appendix 1.
- 1.4 LLA reserves the right to change these Terms at any time (which it may do by general notice without requirement to notify each Operator individually). The current version of these Terms is available on LLA's website at **[insert URL to CTA terms of use]**

## 2 **Definitions**

### 2.1 In these Terms:

**Access Charge:** the per passenger or per departure charge for use of the CTA, as set by LLA from time to time and notified to the Operator.

**Ad Hoc Vehicle:** a Vehicle which does not use the CTA on a regular basis.

**Ad Hoc Vehicle Bay:** the bay allocated by LLA from time to time for use by Ad Hoc Vehicles, which at the date of these Terms is Bay S.

**Airport:** London Luton Airport.

**Airport Bus Concession:** any operator who has, following a competitive tender process, entered into a concession agreement with LLA to operate a Bus concession to or from the Airport.

**APCOA:** APCOA Parking (UK) Limited.

**Authorised Operator:** any operator, which may include LLA, who has been granted a licence by LLA to operate Buses to or from the Airport.

**Banks Person:** a person directing the reversing of a vehicle.

**Bus:** any vehicle which is run by an Operator with the capacity to carry more than sixteen passengers, this includes a bus or coach or similar vehicle.

**CTA:** the central terminal area referred to in paragraph 1.2 above and identified in the plan in Appendix 2.

**CTA Manager:** the manager appointed by LLA from time to time to manage the CTA, the contact details for the CTA Manager at the date of these Terms are set out in Appendix 1.

**LLA:** London Luton Airport Operations Limited, the operator of the Airport and of the CTA.

**Operational Vehicle:** any vehicle operated by LLA or its employees, contractors, agents or partners or anyone authorised by LLA who requires access to the CTA for any purpose in connection with the operation or management of the Airport (including emergency vehicles and service and maintenance vehicles).

**Operations Control Centre:** LLA's operations control centre, the contact details for the Operations Control Centre are set out in Appendix 1.

**Operator:** any person or company authorised by LLA to use the CTA that operates a Bus passenger carrying service to and from the Airport (which may include LLA), being an Authorised Operator, an Airport Bus Concession or an Unscheduled Operator.

**Terms:** these CTA Terms of Use, as may be amended by LLA from time to time.

**Unscheduled Operator:** any person or company that requires unscheduled access to the Airport for the purpose of collecting Airport passengers and who LLA has granted an exemption in writing to access the CTA. Such instances include, but are not limited to, bus and coach services required to access the Airport at short or no notice in the event of flight disruption.

**Workers:** the Operator's employees and contractors (including any of the Operator's contractor's employees).

- 2.2 References to paragraphs and Appendices are to paragraphs and Appendices in these Terms.

### **3 Legal Effect**

- 3.1 The Operator is permitted to use the CTA only on condition that it complies with these Terms, and by using the CTA, the Operator is deemed to have accepted these Terms and to be bound by them.
- 3.2 It is the Operator's responsibility to ensure that its Workers are familiar with, and comply with, these Terms. Any obligation on the Operator includes an obligation on the Operator to ensure that its Workers comply with the obligation in question.
- 3.3 In case of any conflict between these Terms and any agreements or concessions entered into between LLA and the Operator, these Terms shall prevail.

### **4 Right to use CTA**

- 4.1 Subject to paragraph 4.2, no Operator has the right to use the CTA without LLA's consent in writing. Applications for rights to use the CTA will be considered on the basis of these Terms.
- 4.2 Ad Hoc Vehicles dropping off passengers at the CTA (but not picking up passengers from the CTA) may do so without LLA's consent in writing provided that they use the Ad Hoc Vehicle Bay and access the CTA in accordance with these Terms.
- 4.3 In the interests of security, safety, capacity and to control congestion:
- 4.3.1 Operators will only be permitted to use the CTA in accordance with the timetables agreed by LLA (subject to a "margin of error" to allow for early/ late running of services); and
- 4.3.2 only Buses and Operational Vehicles are permitted to use the CTA. Other vehicles and the general public are not permitted to use the CTA and must use the designated drop-off zones and car parks at the Airport.
- 4.4 No Operator is permitted to bring a Bus longer than 12 metres into the CTA unless authorised in writing by the CTA Manager. There is no height or un-laden weight restriction.
- 4.5 Each Operator shall 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 under these Terms.

### **5 Opening Hours**

- 5.1 The CTA is normally open 24 hours a day, 7 days a week. Where practicable, LLA will notify Operators of any changes to the CTA opening hours in advance, or of any planned unavailability of particular parking bays (in which case LLA will specify temporary alternative arrangements that the Operator must adhere to).
- 5.2 LLA reserves the right to refuse entry to the CTA if the CTA is at full capacity at the time entry is required, or entry will or is likely to create a security, safety or congestion risk.

### **6 Access Charges for use of CTA**

- 6.1 Subject to paragraph 7, an Access Charge will be payable for use of the CTA by Ad Hoc Vehicles picking up passengers from the CTA.

## **7 Access Charge Exemptions**

- 7.1 LLA may in its discretion, acting fairly and in a non-discriminatory way, give exemptions to payment of the Access Charge in the following circumstances:

7.1.1 Exemptions based on operational needs: Exemptions to the Access Charge will be considered based on an unforeseen or operational need, for example when access to the CTA is required by Unscheduled Operators for the purposes of facilitating passenger movements in the event of emergencies or flight disruption.

7.1.2 Exemptions or reductions based on statutory requirements: Exemptions or deviations to the Access Charge may be applied for the purposes of LLA being able to comply with legal, regulatory or planning obligations and commitments.

## **8 Grant of Concessions**

- 8.1 LLA reserves the right to award Airport Bus Concessions to operate Bus services from the CTA, and nothing in these Terms is to be interpreted as preventing that, or restricting the terms upon which concessions may be granted.

- 8.2 Concessionaires are obliged to comply fully with these Terms, unless and to the extent that the terms of the concession state otherwise.

## **9 Use of allocated capacity**

- 9.1 The CTA does not employ a dynamic parking bay allocation system. For passenger and Operator convenience and safety, routes will be allocated to specific parking bays or adjacent groups of parking bays.

- 9.2 All Buses must pick up and set down passengers only when correctly parked within a parking bay.

- 9.3 No Bus may stop on a parking bay that has not been allocated for use by the route which that Bus is operating, except if the allocated parking bay is blocked. If blocked the following must be followed on an exceptional basis:

9.3.1 passengers may be set down at any vacant bay as long as the Bus moves off that parking bay as soon as the passengers have disembarked; and

9.3.2 passengers may be picked up from an adjacent parking bay as long as the Bus moves off that parking bay as soon as waiting passengers have boarded.

- 9.4 No Bus may park on that part of the CTA identified as being used for deliveries or for emergency vehicles or for other purposes.

- 9.5 No driver rest breaks are to be scheduled at the CTA.

- 9.6 Dwell times in the CTA are restricted to the loading and unloading of passengers unless otherwise authorised by LLA. No waiting is allowed.

- 9.7 Operators shall at all times co-operate with LLA and LLA's employees in relation to the Operator's use

of the CTA and its Buses.

## **10 Branding and advertising**

- 10.1 No signs, notices, branding or advertising is permitted within the CTA (other than where permitted under paragraph 10.3) without LLA's agreement, and LLA's approval as to design and content.
- 10.2 Subject to paragraph 10.1, all signs, notices, branding and advertising by Operators within the CTA must relate to the Operator's services running from the CTA.
- 10.3 Operators may include signs, notices, branding or advertising on Buses (whether on the inside or outside) provided that Operators shall not use any signs, notices, branding or advertising which may, in LLA's sole opinion, bring LLA, LLA's brand, LLA's intellectual property rights or the services provided by LLA at the Airport into disrepute or which, in LLA's sole opinion, damages or conflicts with LLA's interests. The Operator shall, immediately on LLA's request, remove any signs, notices, branding or advertising on Buses (both from the inside and outside) which LLA in its sole opinion deems to breach this paragraph 10.3.
- 10.4 No off-Bus ticket selling is permitted within the CTA unless expressly authorised by LLA in writing.
- 10.5 No touting or the giving out of leaflets or any other promotional activity is permitted within the CTA.

## **11 Prohibited activities**

- 11.1 No Bus shall be towed into the CTA or enter otherwise than under its own mechanical power and no work or repairs or maintenance to (except light maintenance or repair required to mobilise an immobile Bus) or washing of or cleaning of Buses is permitted in the CTA.
- 11.2 No activity in connection with the selling, hiring or other disposal of Buses shall be carried out in the CTA.
- 11.3 No commercial activity other than the pre-arranged drop off or collection of passengers shall be conducted from any Bus or otherwise within the CTA.
- 11.4 No Operator shall:
  - 11.4.1 do, 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;
  - 11.4.2 do anything to bring LLA or the Airport into disrepute or which could adversely affect the reputation of LLA or the Airport;
  - 11.4.3 obstruct any access or circulation area within the CTA;
  - 11.4.4 do anything in the use of the CTA that may be a nuisance or inconvenience to or otherwise disrupt or interfere with the business, operation and activities of LLA or any other user of the CTA;
  - 11.4.5 cause unnecessary noise, vibration or exhaust fumes within the CTA (and in this regard the Operator shall comply with the obligations in paragraph 16.5.2 in relation to engines left running when a Bus is parked);

- 11.4.6 do any act or thing which may render invalid or void any policy of insurance effected in respect of the Airport;
- 11.4.7 park in spaces designated as being reserved unless entitled to do so;
- 11.4.8 deposit any rubbish, litter or refuse of any kind in the CTA, other than in proper receptacles; or
- 11.4.9 pour or transfer fuel, oil or lubricants into or out of any Bus.

## **12 Health and Safety**

- 12.1 The Operator must at all times in its use of the CTA comply with the CTA Traffic Lights Operational Statement set out at Appendix 3.
- 12.2 Operators have a responsibility for the health and safety of all persons within the CTA whether they are their Workers, their passengers, third parties, or members of the public. Operators must notify LLA's Operations Control Centre immediately of any hazards within or near to the CTA area.
- 12.3 All of the Operator's Workers are to be properly qualified and trained for the tasks they are required to perform and for their conduct within the CTA.
- 12.4 Operators are required to actively manage all queuing for their services.
- 12.5 Drivers must:
  - 12.5.1 ensure that all security barriers and doors are operated correctly and closed after use;
  - 12.5.2 be aware of other vehicles in motion;
  - 12.5.3 drive with due care and attention, not do anything that would put other users of the CTA in danger and not do anything that could be a danger to health and safety;
  - 12.5.4 be vigilant of hazards and other users of the CTA at all times whilst in the CTA and its surrounding area;
  - 12.5.5 comply with all directions and signs from time to time posted in the CTA and all instructions or requests given or made from time to time by any of LLA's employees or agents for regulating traffic and controlling the positioning of vehicles within the CTA; and
  - 12.5.6 ensure that children and animals are not left unaccompanied.
- 12.6 Operators are responsible for any damage or injury they or their Workers cause whilst driving or parking a Bus. If requested, LLA will supply its records and information to the police or insurance companies.
- 12.7 Every Operator must ensure compliance with all health and safety legislation and regulations having the force of law relating to its use of the CTA.
- 12.8 Every Operator must have, and must operate to:
  - 12.8.1 a written and up-to-date risk assessment; and
  - 12.8.2 Safe System of Work /Standard Operating Procedures for all foreseeable activities; and

12.8.3 a written and up-to-date safety management system;

Collectively “**H&S Documentation**”, for its operations within the CTA, in each case as approved by LLA in accordance with paragraph 12.10, and must provide LLA with further copies at any time within 7 days of request.

12.9 Any changes to the H&S Documentation must be submitted to LLA for its prior approval in accordance with paragraph 12.10.

12.10 The Operator must submit the H&S Documentation to LLA for its prior approval and take into account any comments LLA may make on the content of the H&S Documentation, and satisfy LLA that any concerns it may have about their content have been properly addressed. The Operator’s H&S Documentation shall not be deemed approved until LLA has confirmed in writing that it has reviewed the same and has no comments. However, the fact that LLA may have reviewed the H&S Documentation or commented upon their contents, or has had an opportunity to do so, does not in any way:

12.10.1 absolve the Operator from its obligation to operate within the CTA in accordance with all relevant legislation and otherwise to be responsible for the health and safety of its Workers, passengers and the public; or

12.10.2 absolve the Operator from any liability it has to third parties arising from its operation within the CTA; or

12.10.3 vary or limit those obligations or liabilities of the Operator in any way.

12.11 Operators must:

12.11.1 have a policy in place (which complies with any applicable health and safety and equality laws and regulations) for ensuring that disabled persons and persons with restricted mobility are able to safely board and disembark from its Buses;

12.11.2 assist disabled persons and persons with restricted mobility to load and unload luggage from its Buses; and

12.11.3 generally co-operate with LLA’s service provider for persons with restricted mobility.

12.12 The Operator shall maintain such insurances as are stated in any agreement with LLA or as otherwise required by LLA from time to time.

### **13 Accidents and near misses**

13.1 All accidents, however minor, and all near misses, are to be:

13.1.1 reported immediately to the Operations Control Centre, including the registration numbers of any vehicle involved, the driver’s full name, the Operator’s address and the name and address of the insurance company together with the policy number. In doing so for the purposes of data protection legislation and any other relevant law the Operator authorises LLA to pass the information on to the owner or driver of any other vehicle involved and/or the police (and the Operator shall ensure that it has such authority and can grant LLA such authority to pass on the personal details of any Worker involved); and

13.1.2 investigated to root cause by the Operator.

13.2 The Operator will advise LLA of any action taken as a result of such investigation, including any corrective action plan or training. LLA reserves the right to require the Operator to take further action if it considers the Operator's proposals to be inadequate.

13.3 In addition to its obligations under paragraph 12.6, the Operator must pay to LLA the cost of repairing all damage caused to the CTA and its infrastructure as a result of its operation.

#### **14 Spillages**

14.1 All spillages are to be reported immediately to the Operations Control Centre and dealt with as directed by LLA.

14.2 The Operator will be responsible for all costs incurred by LLA in dealing with spillages.

#### **15 Loss or damage to property**

15.1 LLA cannot guarantee the security of the CTA or that Buses will not be damaged as members of the public have access to it at all times. LLA does not guarantee that security measures that it has in place, for example CCTV or patrols, will be working at all times or, even if they are working that they will be effective in preventing loss, damage, or theft or in identifying who might be to blame.

15.2 LLA will not be liable for any loss or damage to a Bus or anything in it resulting from the Operator's failure to comply with these Terms or as a result of any of the following:

15.2.1 wear and tear or ageing of any Bus;

15.2.2 any loss or damage which cannot be proven to have occurred as a direct result of the negligence of LLA or LLA's employees or agents; or

15.2.3 exceptional weather events or natural disasters or any other circumstances beyond LLA's reasonable control.

#### **16 Operating Protocols and Procedures**

##### **16.1 Ad Hoc Vehicles**

16.1.1 Until otherwise notified Ad Hoc Vehicles will operate from the Ad Hoc Vehicle Bay.

16.1.2 Ad Hoc Vehicles will, if directed to do so from time to time by LLA or APCOA, wait in the mid-stay car park before accessing the Ad Hoc Vehicle Bay.

16.1.3 All Ad Hoc Vehicles picking up passengers from the CTA shall:

(i) prior to accessing the CTA, obtain a permit from the APCOA offices in the mid-stay car park;

(ii) only enter and park in the Ad Hoc Vehicle Bay from the entry time specified by APCOA; and

(iii) not park in the Ad Hoc Vehicle Bay for longer than 15 minutes from the entry time specified by APCOA.

16.1.4 Operators of Ad Hoc Vehicles shall comply with the additional terms set out in Appendix 4.



## 16.2 Buses

- 16.2.1 All Buses entering the CTA are to be kept clean, in good repair and condition, road worthy and serviced and maintained in accordance with the manufacturer's recommendations and schedules. The Operator shall, on LLA's request provide sufficient evidence to LLA of its compliance with this paragraph 16.2.1.
- 16.2.2 The Operator is responsible for paying any taxes, duties, levies, and congestion charges in relation to its Buses and the route taken by the Bus to reach the CTA.
- 16.2.3 Operators are required to support any customer service initiatives that LLA wishes to introduce as part of its desire to encourage passenger growth at the Airport.
- 16.2.4 All Buses are to be driven by suitably trained and competent Workers who hold the correct licence and permits applicable to the class of Bus that they drive. The Operator shall, on LLA's request provide sufficient evidence to LLA of its compliance with this paragraph 16.2.4.

## 16.3 Workers

All Workers must:

- 16.3.1 be properly trained for the performance of their duties;
- 16.3.2 as a minimum, undertake (at the cost and expense of the Operator) such training as LLA shall reasonably require, and not to allow any Worker to perform any duty in respect of which they have not received the requisite training;
- 16.3.3 be familiar with and understand the Mandatory Policies and these Terms in so far as they affect their duties and the Operator shall take appropriate training or disciplinary measures should this not be the case;
- 16.3.4 be sufficiently versed in the English language so as to be able to fully perform their duties and to comply with the Operator's obligations under these Terms (in so far as they are relevant to them);
- 16.3.5 comply with LLA's security requirements and regulations from time to time, including LLA's right to stop and search any Workers and their vehicles, the requirement for Workers to obtain and display LLA issued identity cards or passes whilst present at the Airport, and any restrictions LLA imposes on Workers' in respect of access to different parts of the Airport;
- 16.3.6 immediately comply with LLA's right to remove any Worker from the performance of the Operator's obligations under these Terms if LLA considers that such Worker:
  - (i) has committed a criminal offence breached any of the Mandatory Policies in connection with the performance of the Operator's obligations under these Terms; or
  - (ii) is unsuitable for the performance of the Operator's obligations under these Terms; or
  - (iii) constitutes a security or health and safety risk to the Airport or to persons at the Airport; or

(iv) may bring the reputation of the Airport or LLA into disrepute.

- 16.3.7 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;
- 16.3.8 be of a clean and smart appearance at all times and are to wear the appropriate company uniform and high visibility attire whilst working within or adjacent to the CTA, and the Operator must take appropriate measures should this not be the case;
- 16.3.9 be courteous, to support the promotion of the Airport as being customer focussed, to conduct themselves in such a manner as to promote good working relationships with users and occupiers of the Airport, and the Operator shall take appropriate training or disciplinary measures should this not be the case;
- 16.3.10 have training and disciplinary (if applicable) records and the Operator shall provide to LLA details and information in relation to any necessary training or disciplinary measures that any Worker may have been subject to in connection with these Terms;
- 16.3.11 use any car parking facilities at the Airport in connection with the Operator's obligations under these Terms (determined at LLA's discretion) whilst providing Bus services at the Airport; and
- 16.3.12 not say anything in any public media or on any public forum (including on the Internet or on social media) which may be derogatory or harmful to the reputation of LLA or the Airport, whether defamatory or otherwise .

#### 16.4 **Entering the CTA**

- 16.4.1 All drivers entering the CTA must stop at the stop line marked at the entrance to the CTA and must give way to reversing vehicles.
- 16.4.2 In the event that all of the parking bays are occupied, Buses entering the CTA must wait at the stop line marked at the entrance to the CTA and must not enter the CTA until a parking bay is available.
- 16.4.3 When a Banks Person is reversing a vehicle, entering Buses **must** wait at the stop line marked at the entrance to the CTA until the Banks Person has finished guiding the vehicle and removes the warning traffic cones from the entrance to the CTA.

#### 16.5 **Buses within the CTA**

- 16.5.1 No Bus is to be left unattended unless it is left secured and empty of passengers and luggage and then only for short periods (for example to allow the use of toilet facilities by the driver in exceptional circumstances where necessary between rest breaks).
- 16.5.2 Operators shall take all steps reasonably practicable to minimise the amount of time vehicles engines remain on whilst parked in the CTA.
- 16.5.3 All Buses are to comply with the 10 mph speed limit in the CTA.

- 16.5.4 All Buses must be fitted with a functioning audible alarm when reverse gear is selected.
- 16.5.5 All Buses must be fitted with functioning reversing cameras and driver monitors when reverse gear is selected.
- 16.5.6 Buses using the Drive In and Drive out parking bay (Bay T) adjacent to the Drive In Reverse Out parking bays are exempt from paragraphs 16.5.4 and 16.5.5.
- 16.6 **Reversing within the CTA**
  - 16.6.1 Priority is given to vehicles being reversed by a Banks Person. No reversing by any other Bus is allowed when a vehicle is being reversed by a Banks Person.
  - 16.6.2 Reversing Buses must give priority to the right.
  - 16.6.3 Drivers must not allow passengers to board once the Bus commences movement from the parking bay.
- 16.7 **Reversing with a Banks Person – ONLY ALLOWED IN EXCEPTIONAL CIRCUMSTANCES**
- 16.8 When a Bus is to be reversed by a Banks Person all other drivers in Buses parked within the parking bays must acknowledge the Banks Person to confirm that they have received and will follow the instruction to stay parked with their engines switched off. The Banks Person will place warning cones behind the parked Buses and then reverse the Bus.
- 16.9 The Bus being reversed by the Banks Person must not leave the CTA until the Banks Person has indicated to the driver that they can leave the CTA.
- 16.10 Drivers of other Buses parked within the parking bays must not switch their engines on until the Banks Person has removed all warning cones from the CTA, is on the pedestrian side of the barriers and has indicated to the parked Buses that the CTA is now clear and they can proceed to reverse.
- 17 **Usage policies**
  - 17.1 Smoking is not permitted in the CTA except in any designated staff smoking area that might be provided by LLA.
  - 17.2 No Worker may walk in the roadways of the CTA unless unavoidable. Any that do must wear high visibility attire at all times.
  - 17.3 The Operator must provide all Workers with and require all Workers to wear appropriate PPE equipment to ensure their safety whilst working within the confines of the CTA, and such equipment must be used as required.
  - 17.4 No Workers may consume drinks or food within the CTA.
  - 17.5 All LLA employees and third parties working on behalf of LLA have the right to work in a safe environment and LLA will not tolerate verbal abuse, aggressive or other inappropriate behaviour directed at them or any other users of the CTA.
- 18 **Procedure in the event of Bus breakdown**
  - 18.1 If a Bus breaks down at the Airport, either within the CTA or en route to it, but is moveable, the Operator

is to tow it to the call forward area in the mid-stay car park where it can remain until repaired. No charge will be payable for the first 24 hours, after which a parking charge will be incurred at the rate set by LLA from time to time.

- 18.2 If a Bus breaks down at the Airport, either within the CTA or en route to it, and is immobilised:
- 18.2.1 the Operator is to inform the Operations Control Centre to gain permission to use the contingency parking bay; and
  - 18.2.2 the Operator may use the contingency parking bay until the stricken Bus is recovered, any spillage is cleaned up and the normal facility is available for use; and
  - 18.2.3 the Operator is to call the Operations Control Centre to inform them that they are returning to normal operations.
- 18.3 If a Bus breaks down at the Airport, either within the CTA or en route, and is immobilised and is not moved by the Operator (or its breakdown and recovery provider) within 2 hours of the Bus first breaking down LLA may, if it in its discretion deems it necessary to move the Bus, move or arrange with its breakdown and recovery provider to move the Bus. The call-out charge to move the Bus shall be incurred at the time that LLA gives its instruction to move the Bus and shall be at the rate set by LLA from time to time. The Operator shall pay the call-out charge and any other charges reasonably incurred by LLA regardless of whether the Operator's breakdown and recovery provider then attends to move the Bus (even if that is before LLA (or its breakdown and recovery provider) has reached the Bus). If LLA (or its breakdown and recovery provider) moves the Bus it shall be moved to the mid-stay car park where it can remain until repaired. No charge will be payable for the first 24 hours of parking within the mid-stay car park, after which a parking charge will be incurred at the rate set by LLA from time to time.
- 18.4 The Operator shall maintain 24/7 comprehensive breakdown and recovery cover with a reputable provider for each of its Buses using the CTA. The Operator shall, promptly on LLA's request from time to time, provide evidence to satisfy LLA that the Operator has adequate breakdown and recovery cover in place.

## **19 Byelaws**

- 19.1 Operators are to comply with all applicable byelaws relating to their use of the CTA and to access to the Airport generally.

## **20 Emergency closure**

- 20.1 It may be necessary for LLA to evacuate or close the CTA temporarily in cases of emergency, for security reasons, and so on. In such case Operators will comply immediately with all instructions given by LLA, the police, or any other officer of any emergency service. LLA will not be liable to Operators or to their passengers for any loss, damage, inconvenience, additional cost, loss of profit, or any cost, loss or liability howsoever caused or incurred arising directly or indirectly out of such circumstances.

## **21 Enforcement**

- 21.1 LLA may take appropriate action in the event of any breach of these Terms.

### **Enforcement against individuals**

- 21.2 LLA reserves the right to require the Operator to reallocate any Worker to duties that do not involve entry into the CTA.

**Enforcement against Operators**

- 21.3 LLA may exclude an Operator from the CTA for up to six months (or such other period as LLA may reasonably determine taking into consideration the circumstances and the time necessary for that Operator to implement improvements) if:

- 21.3.1 the Operator repeatedly commits breaches of these Terms;
- 21.3.2 their Workers repeatedly commit breaches of these Terms; or
- 21.3.3 they fail to take appropriate action against their Workers who have breached these Terms.

such that LLA is entitled to conclude that the Operator has insufficient regard for the safe and efficient operation of the CTA. LLA may extend such period of exclusion if it determines that the Operator has not implemented or provided satisfactory evidence that it has implemented the necessary improvements to ensure compliance with these Terms.

- 21.4 LLA will not enforce its rights under paragraph 21.3 without having given the Operator concerned at least one month's notice of its intention to do so (save in the event of serious breach of these Terms which reasonably justifies the immediate exclusion of the Operator and its Workers).

**22 Other**

**22.1 Confidentiality**

- 22.1.1 The Operator undertakes that it shall not at any time disclose to any person any Airport security and access arrangements (including the location of any security vulnerabilities), Airport infrastructure details, LLA's commercial arrangements, business, affairs, suppliers, customers, personnel, technical or commercial know-how, materials, specifications, inventions, processes or initiatives which are of a confidential nature (or which are said to be of a confidential nature) and have been disclosed to the Operator by LLA or LLA's personnel or any other confidential information concerning LLA's business or its products which the Operator may obtain, except as permitted by paragraph 22.1.2 ("**Confidential Information**").

- 22.1.2 The Operator may disclose LLA's Confidential Information:

- (i) to such of the Operator's Workers as need to know it for the purpose of discharging the Operator's obligations under these Terms. The Operator shall ensure that each of the Operator's Workers to whom it discloses LLA's Confidential Information complies substantively with the Operator's obligations in this paragraph 22.1; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 22.1.3 The Operator shall not use LLA's Confidential Information for any purpose other than to perform its obligations under these Terms.

22.1.4 For the avoidance of doubt, nothing in these Terms shall prevent LLA from disclosing any of the Operator's Confidential Information if:

- (i) the information is already in the public domain; or
- (ii) disclosure is required by law or any regulatory body; or
- (iii) disclosure is to LLA's professional advisers; or
- (iv) disclosure is to LLA's shareholders, the freeholder of the Airport or to a prospective operator of the Airport.

## 22.2 **Waiver**

22.2.1 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

22.2.2 A failure or delay by LLA or the Operator (as applicable) to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 22.3 **Severance**

If any provision or part-provision of these Terms 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 paragraph 22.3 shall not affect the validity and enforceability of the rest of these Terms.

## 22.4 **No Partnership or Agency**

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between LLA and the Operator, constitute LLA or the Operator the agent of the other, or authorise LLA or the Operator to make or enter into any commitments for or on behalf of the other.

## 22.5 **Dispute Resolution**

22.5.1 Either LLA or the Operator may serve notice of dispute ("**Dispute Notice**") on the other in respect of a dispute or difference under these Terms ("**Dispute**").

22.5.2 On receipt by LLA or the Operator (as applicable) of a Dispute Notice, both LLA and the 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 equivalent senior officer) of the Operator.

22.5.3 If LLA and the 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.

22.5.4 Notwithstanding paragraph 22.5.3, any Dispute may be referred to and finally resolved by arbitration under the CI Arb Rules (in force at the time of the referral) by a sole arbitrator to be agreed by LLA and the Operator or, in the absence of such agreement, as nominated by the Chartered Institute of Arbitrators (if so requested by either LLA or the Operator).

22.5.5 Neither LLA nor the Operator may commence any court proceedings/arbitration in relation to any dispute arising out of these Terms until it has attempted to settle the dispute in accordance with paragraph 22.5.1 to 22.5.3 provided that:

- (i) the right to issue proceedings is not prejudiced by a delay; or
- (ii) one of the remedies sought by the claimant is not the grant of an injunction or specific performance of the other's obligations under these Terms.

## 22.6 **Governing Law**

These Terms 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 law of England and Wales.

## 22.7 **Jurisdiction**

LLA and the Operator irrevocably agree 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 Terms, or their subject matter or formation (including non-contractual disputes or claims).

## **Appendix 1**

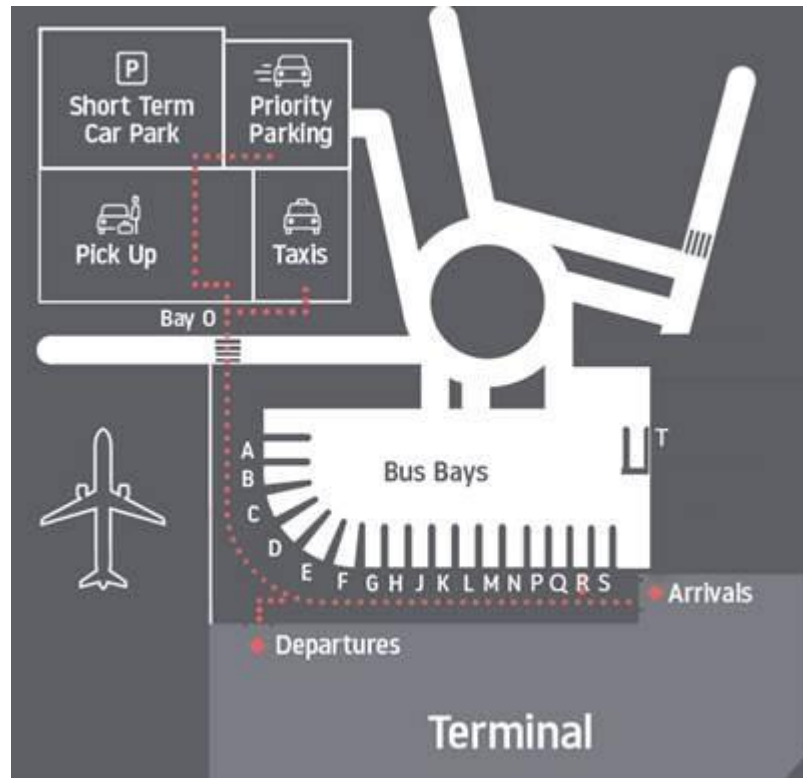
### **Contact Details**

CTA Manager	<a href="mailto:graham.sweedy@ltn.aero">graham.sweedy@ltn.aero</a>
Car Park Operator	08453 037397
Car Park Duty Manager	07809 492373
Airport Manager	07713 084270
Terminal Duty Manager	07803 717333
Operations Control Centre	01582 395326 01582 395525
Fault Line (email)	<a href="mailto:operationscontrol@ltn.aero">operationscontrol@ltn.aero</a>
Health & Safety / Emergency Faults	01582 395326
PRM service provider (OCS)	07850 774801



## Appendix 2

### CTA Plan



### Appendix 3

#### CTA Traffic Lights Operational Statement

##### Operational Statement

A Bus/Coach will enter the site (CTA) from the Traffic Island by approaching the Entrance Lane to the site. Providing the “Entrance Traffic Light Column” is **Green**, the Bus/Coach will continue into the site and move into its allocated bay. However, if the “Entrance Traffic Light Column” is **Red**, the Bus/Coach will wait at the column until the light on the column changes to **Green**.

By default, all Driver Traffic Light Columns in each bay (20 in total) will be off with no lights and the “Entrance Traffic Light Column” will either show **Red** or **Green**. There will be a small LED showing a status of the power being ON for all of the columns.

The main Traffic Light Column will be on the driver’s side at the front of each bay while a secondary column will be situated next to the gate of the passenger entrance to the bay for driver activation.

##### Scenario 1 – Single Bus/Coach Wishing to Exit CTA

When a Bus/Coach needs to depart from its respective bay, the driver will press the “GO” button on the secondary column next to the gate of the passenger entrance to the bay. This will illuminate the “GO” push button to indicate to the driver that the button is activated. At the same time, the **Orange** beacon on the top of the column will start to flash and the “Entrance Traffic Light Column” will turn **Red**. There will then be a time delay of 5 seconds after which the Traffic Light Column at the bay where the “GO” push button was activated will turn **Green** and all the other Traffic Light Columns will turn Red. This is to allow the driver time to board the Bus/Coach and to allow any Bus/Coach on the concourse that has passed the “Entrance Traffic Light Column” to clear the area. After a period of 30 seconds (i.e. at 35 seconds from the driver pressing the “GO” push button), the **Orange** beacon on top of the column where the Bus/Coach reversed out from will stop flashing, the lights on all of the Traffic Light Columns in the bays will switch off and the “Entrance Traffic Light Column” will turn back to **Green**.

##### Scenario 2 – Multiple Buses/Coaches Wishing to Exit CTA

When the first Bus/Coach needs to depart from its respective bay, the first driver will press the “GO” button on the secondary column next to the gate of the passenger entrance to the bay. This will illuminate the “GO” push button to indicate to the first driver that the button is activated. At the same time, the **Orange** beacon on the top of the column will start to flash and the “Entrance Traffic Light Column” will turn **Red**. There will then be a time delay of 5 seconds after which the Traffic Light Column at the bay where the “GO” push button was activated will turn **Green** and all the other Traffic Light Columns will turn Red. This is to allow the first driver time to board the first Bus/Coach and to allow any Buses/Coaches on the concourse that has passed the “Entrance Traffic Light Column” to clear the area. After a period of 30 seconds (i.e. at 35 seconds from when the first driver pressed the “GO” push button), the **Orange** beacon on top of the column where the first Bus/Coach reversed out from will stop flashing, the lights on all of the Traffic Light Columns in the bays will switch off and the “Entrance Traffic Light Column” will turn back to **Green**.

However, if any driver(s) activate their “GO” push button while the first Bus/Coach is reversing out of their respective bay or at the same time as another driver, the “In Queue” LED light on the secondary column (situated between the “GO” push button and the “Cancel” push button) will come on along with the illuminated “GO” button to alert the driver(s) that they are in a queue and that they need to wait for their turn. The **Orange** beacon on top of the column will start flashing as well. This queueing system will be determined by the Logic Controller. After the 35 seconds from when the first driver activated the “GO” push button, the **Orange** beacon on top of the column where the first Bus/Coach reversed out from will stop flashing, the Traffic Light column in that bay will see its **Green** light switch off and the “Entrance Traffic Light Column” will turn **Green**. All the other columns in the bays will also see off their **Red** light switch off. However, any bay(s) where the driver(s) has activated their “GO” push button will continue to have the **Orange** beacon on top of the column flashing to make all drivers aware that they are in the queue to reverse out and need to wait. This is to allow any Buses/Coaches waiting in the Entrance Lane of the CTA to move into their allocated bay(s). After a period of 10 seconds (i.e. at 45 seconds from when the first driver pressed the “GO” push button), the “Entrance Traffic Light Column” will turn **Red** and the second driver (i.e. the first driver in the queueing system) will see that that their Traffic Light Column in their respective bay will turn to **Green**. All the other columns, including the columns where the “GO” push button has been activated and have their **Orange** beacon flashing, will see their **Red** light switch on.

After another 30 seconds, (i.e. at 75 seconds from when the first driver pressed the “GO” push button), if there is another Bus/Coach in the queueing system then the **Orange** beacon on top of the column where the second Bus/Coach reversed out from will stop flashing, the Traffic Light column in that bay will see its **Green** light switch off and the “Entrance Traffic Light Column” will turn **Green**. All the other columns in the bays will also see their **Red** light switch off. Again, any bay(s) where the driver(s) has activated their “GO” push button will continue to have the **Orange** beacon on top of the column flashing to make all drivers aware that they are in the queue to reverse out and need to wait. This is to allow any Buses/Coaches waiting in the Entrance Lane of the CTA to move into their allocated bay(s). After a period of another 10 seconds (i.e. at 85 seconds from when the first driver pressed the “GO” push button), the “Entrance Traffic Light Column” will turn **Red** and the third driver (i.e. the second driver in the queueing system) will see that that their Traffic Light Column in their respective bay will turn to **Green**. They will then be given another 30 seconds to reverse out of the CTA (i.e. 115 seconds from when the first driver pressed the “GO” push button). All the other columns, including the columns where the “GO” push button has been activated and have their **Orange** beacon flashing, will see their **Red** light switch on.

The above cycle will continue to repeat until all the Buses/Coaches in the queueing system are accounted for. When the last Bus/Coach in the queueing system has had its 30 seconds to exit the CTA, the **Orange** beacon on top of the column where the last Bus/Coach reversed out from will stop flashing, the lights on all of the Traffic Light Columns in the bays will switch off and the “Entrance Traffic Light Column” will turn back to **Green**.

A “Cancel Call Button” facility will be included on the secondary column to allow any driver(s) to cancel the exit procedure and remain within their bay.

A separate battery backup UPS will be installed in the both columns in order to keep the system operational in the event of a power failure and thus keep the existing logic trail. This should provide power to the columns for a period of 2 hours.

## **Appendix 4**

### **Ad Hoc Vehicles – additional terms**

The following additional terms shall apply to Operators of Ad Hoc Vehicles

#### **1. Compliance**

##### **1.1. In this Appendix 4:**

1.1.1. **“Applicable Laws”** mean all applicable laws, statutes, regulations, rules, guidelines and codes from time to time in force (including those issued by the Civil Aviation Authority, the Department for Transport, and of any other relevant regulatory authority);

1.1.2. **“Mandatory Policies”** mean all of:

- 1.1.2.1. the “Safety Management Manual” and related and/or subsidiary documents;
- 1.1.2.2. the “Aerodrome Manual” and related and/or subsidiary documents;
- 1.1.2.3. any “Airport Management Notices”;
- 1.1.2.4. the “Airport Byelaws”;
- 1.1.2.5. any “Airport Instructions”;
- 1.1.2.6. any “Airport Advice Notices”;
- 1.1.2.7. the “Contractors Code of Practice”;
- 1.1.2.8. the “Charges & Conditions of Use”;
- 1.1.2.9. the “Modern Slavery Statement”; and
- 1.1.2.10. any other regulation, instruction or directive issued by LLA that may be relevant to the performance of the Operator’s obligations under these Terms from time to time;

as issued or amended from time to time by LLA or otherwise in force at the Airport from time to time.

##### **1.2. In the performance of its obligations under these Terms the Operator shall, comply with:**

1.2.1. all Applicable Laws; and

1.2.2. the Mandatory Policies.

##### **1.3. When accessing and using the CTA the Operator shall:**

1.3.1. provide the Bus services in accordance with the Mandatory Policies in so far as they are relevant to the provision of the Bus services (and on request to provide to LLA copies of the Operator’s procedures and policies established to ensure compliance with the Mandatory Policies);

1.3.2. provide the Bus services so as not to render LLA or any airline, concessionaire or other service provider at the Airport in breach of any Applicable Laws or the Mandatory Policies;

1.3.3. procure that all Workers who attend the Airport are familiar with and understand the Mandatory Policies in so far as they affect their duties and take appropriate training or disciplinary measures should this not be the case; and

- 1.3.4. at the request of LLA, immediately remove any Worker from the performance of the Operator's obligations under these Terms if LLA considers that such Worker breached any of the Mandatory Policies in connection with the performance of the Operator's obligations under these Terms.

## 2. **Limitation of Liability**

- 2.1. Nothing in these Terms shall limit or exclude a party's liability for:
  - 2.1.1. death or personal injury caused by its negligence, or the negligence of its Workers or employees;
  - 2.1.2. fraud or fraudulent misrepresentation; or
  - 2.1.3. any other liability which cannot be limited or excluded by applicable law.
- 2.2. Subject to paragraph 2.1 of this Appendix 4, LLA shall have no liability to the Operator:
  - 2.2.1. whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenues, wasted expenditure, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information or for any indirect or consequential or special loss or damage of any nature arising under or in connection with these Terms; or
  - 2.2.2. for the death, injury or illness which may be sustained by any of the Operator's Workers or by any other person under the Operator's control, or for any loss of, damage or destruction to the property of the Operator or of any such Workers of the Operator or by any other person under the Operator's control, unless due to the deliberate act (otherwise than in good faith) or negligence of LLA or LLA's employees or any other person under its control.
- 2.3. Subject to paragraph 2.1 of this Appendix 4, LLA's total liability to the Operator, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms and the Operator's use of the CTA shall be limited to £600,000.
- 2.4. The 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 the Operator). Alterations to Operational Requirements may arise from time to time without notice or justification to the Operator. The Operator will have no claim under these Terms against LLA by way of compensation, damages or otherwise, for any loss of or disruption to trade or to the provision of any Bus services 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.
- 2.5. In paragraph 2.4 of this Appendix 4 "**Operational Requirements**" means any requirements or directions issued by LLA (or any person authorised by LLA) from time to time to the Operator or any requirements set out in any policies or procedures in effect at the Airport from time to time relating to:
  - 2.5.1. access arrangements at the Airport;

- 2.5.2. the prohibition of or restriction of any person (including the Operator's Workers), equipment or other items from part or all of the Airport;
- 2.5.3. the evacuation of part or all of the Airport;
- 2.5.4. security measures at the Airport;
- 2.5.5. health and safety requirements at the Airport;
- 2.5.6. the location in which Bus services are provided at the Airport; or
- 2.5.7. the location of facilities made available to the Operator in connection with the performance of the Bus services at the Airport.

### 3. **Indemnity and Insurance**

#### 3.1. The Operator will indemnify LLA and LLA's employees against:

- 3.1.1. all and any loss of or damage to any building or property of LLA or of any third party; and
- 3.1.2. all and any liability, costs, charges, damages and expenses of whatever nature that they may suffer, or incur to any of their employees 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); and
- 3.1.3. all and any liability costs charges damages and expenses of whatever nature that they may suffer or incur to any airline, concessionaire, service provider or other party operating at the Airport or any other third party; and
- 3.1.4. 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 employees;

arising out of or in connection with any negligent performance, breach, non-performance, performance, omissions, or delay in performance by the Operator or its Workers or any other person acting under its control or with its authority ("**Authorised Persons**") of its obligations under these Terms, or from any breach of the Mandatory Policies or any statutory duty imposed on the Operator (or its Authorised Persons), or any alleged or actual infringement of any third party's intellectual property rights or other rights arising out the Operator's use of the CTA, or from the negligence or wilful misconduct of the Operator (or its Authorised Persons). For the avoidance of doubt, LLA and LLA's employees 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 this indemnity.

#### 3.2. At all times while the Operator is using the CTA the Operator shall maintain in force at least the following insurance policies, with reputable insurance companies of good financial standing and appropriately regulated, to cover the liabilities that may arise under or in connection with these Terms:

- 3.2.1. fully comprehensive insurance in respect of each and all of the vehicles driven at the Airport which are either owned by the Operator or used under the Operator's direction or under the Operator's control:
    - 3.2.1.1. with no limit per claim in respect of personal injury caused to third parties; and
    - 3.2.1.2. for at least the full repair cost or replacement value per claim of the Operator's vehicle and any third party property.
  - 3.2.2. general third party liability insurance with a limit of at least £10,000,000 per claim and £10,000,000 in aggregate per annum;
  - 3.2.3. employer's liability insurance with a limit of at least £10,000,000 per claim, unless the Operator is to have a maximum of 5 Workers on site at any one time, in which case a lower limit of £5,000,000 will be acceptable; and
  - 3.2.4. environmental impairment insurance with a limit of at least £3,000,000 per claim and £3,000,000 in aggregate per annum.
- 3.3. The Operator shall ensure that any insurance policy the Operator is required to maintain in accordance with paragraph 3.2 of this Appendix 4 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 the Operator's provision of Bus services or the Operator's use of the CTA and for which the Operator is legally liable.
- 3.4. The Operator undertakes that it will not do, or omit to do, anything to invalidate any of the insurance policies set out in paragraph 3.2 of this Appendix 4 (including, but not limited to, non-payment of any premium) or to prejudice LLA's entitlement under those insurance policies.
- 3.5. The 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 the Operator breaches this obligation, and without prejudice to any other right or remedy of LLA, the 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.
- 3.6. The Operator must provide to LLA at least once a year and at any other time upon LLA's request, an insurance certificate for each insurance policy detailed in paragraph 3.2 of this Appendix 4, the receipt for the current year's premium in respect of each insurance policy and any other evidence in relation to the insurance policies which LLA requires. Receipt of such evidence by LLA shall not in itself constitute acceptance by LLA or relieve the Operator of any of its liabilities under these Terms.
- 3.7. The Operator must notify LLA immediately if any of the insurance policies set out in paragraph 3.2 of this Appendix 4 lapses or is denied.
- 3.8. Any excess or deductibles under each insurance policy detailed in paragraph 3.2 of this Appendix 4 shall be the sole and exclusive responsibility of the Operator.
- 3.9. The insurance maintained by the Operator shall:

- 3.9.1. name LLA together with its employees, directors and such other party as LLA may request as additional named insured (the “**Additional Insured**”);
- 3.9.2. 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;
- 3.9.3. be primary without right of contribution from any other insurance carried by the Additional Insured;
- 3.9.4. provide that the Additional Insured shall have no liability for premiums and that the Operator’s insurers shall waive any rights of set-off, counterclaim or other deduction against the Additional Insured; and
- 3.9.5. provide that the insurers waive their rights of subrogation against the Additional Insured.
- 3.10. The Operator shall ensure that any subcontractors approved by LLA in accordance with clause 4.1 shall maintain, at all times while the subcontractor is using the CTA, insurance policies equivalent to those the Operator is required to maintain in accordance with in paragraph 3.2 of this Appendix 4.
- 3.11. The Operator’s liabilities under these Terms shall not be deemed to be released or limited by the Operator taking out any insurance policy.

#### 4. **Assignment and Other Dealings**

- 4.1. The 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 Terms without the prior written consent of LLA.