

AIRPORT ACCESS TERMS FOR WORKERS

1. INFORMATION ABOUT US AND THESE TERMS

1.1. **Meaning of different capitalised words in these terms.** In these terms, the following capitalised words have the following meanings:

- 1.1.1. **“Access Areas”** the parts of the Airport which are identified by number on an ID Pass, to which the bearer of that ID Pass may be permitted access by us;
- 1.1.2. **“Airport”** means London Luton Airport;
- 1.1.3. **“Airport Official”** means a person employed or contracted directly by us, our appointed air traffic control provider (NATS (Services) Limited), our appointed car park operator (APCOA Parking (UK) Limited), UK Border Force, the police, the armed forces, the security services or any third party we have authorised to implement safety or security arrangements in part of the Airport from time to time.”
- 1.1.4. **“Airside Drivers Permit”** means an airside drivers permit issued by or on behalf of LLA to the relevant person in accordance with LLA’s then current policies, notices and instructions relating to airside drivers permits (including any “Operational Safety Instructions”);
- 1.1.5. **“Airside Locations”** means such parts of the Airport, which are within the “critical parts” security perimeter at the Airport (as designated by us from time to time);
- 1.1.6. **“Airside Vehicle Permit”** means an airside vehicle permit issued by or on behalf of LLA in connection with the relevant vehicle, which is issued in accordance with LLA’s then current policies, notices and instructions relating to airside vehicle permits (including any “Operational Safety Instructions”);
- 1.1.7. **“Bearer”** the person identified by the relevant ID Pass;
- 1.1.8. **“Car Park Permit”** means a car park permit issued by or on behalf of LLA to the relevant person permitting that person to park a vehicle in one or more car parks at the Airport from time to time;
- 1.1.9. **“CCU”** means our “Charges and Conditions of Use” set out in the document of that name (available at www.london-luton.co.uk), as updated by LLA from time to time;
- 1.1.10. **“Compliance Authority Personnel”** has the meaning set out in the Single Consolidated Direction (Aviation) 2/2021;
- 1.1.11. **“Compliance Authority Identification Pass”** an identification pass issued to a person who is categorised as Compliance Authority Personnel, which is issued in accordance with the requirements of Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015 and the Single Consolidated Direction (Aviation) 2/2021;
- 1.1.12. **“Crew Identification Pass”** an identification pass issued to a member of crew working for an aircraft operator operating at the Airport, which is issued in accordance with the requirements of Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015 (and if the Crew

Identification Pass is issued by a UK registered airline, also in accordance with the Single Consolidated Direction (Aviation) 2/2021)

- 1.1.13. **“Disqualifying Conviction”** means an unspent 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 (an indicative list of which are set out in the CAA’s publication “Criminal Records Check – Disqualifying Convictions” with reference CAP 2159);
- 1.1.14. **“Employment Temporary ID Pass”** means an employment temporary ID Pass which we specify may be used by the Bearer, for a period of no more than 60 days, to seek Escorted access to one or more Access Areas which are situated in Airside Locations;
- 1.1.15. **“Escort”** a person holding a Full Airside ID Pass who is authorised by us from time to time to escort one or more Bearers of ID Passes which are not Full Airside ID Passes, or a vehicle for which an Airside Vehicles Permit has not been issued, in Airside Locations;
- 1.1.16. **“Escorted”** means the relevant person or vehicle being accompanied by, or within the line of site of, an Escort at all times whilst accessing an Airside Location;
- 1.1.17. **“Exempt Person”** means a person holding a valid Crew Identification Pass or a Compliance Authority ID Pass;
- 1.1.18. **“Full Airside ID Pass”** means a full airside ID Pass which we specify permits the Bearer Unescorted access to one or more Access Areas which are situated in Airside Locations;
- 1.1.19. **“ID Centre”** means the ID centre located at the Airport;
- 1.1.20. **“ID Pass”** means an Airport identity pass issued by LLA;
- 1.1.21. **“Inactivity Period”** means the period of time since you were last granted access to a part of the Airport using Your ID Pass;
- 1.1.22. **“LLA’s Safety & Security Requirements”** means the safety or security requirements which we specify as being in place from time to time at the Airport (including the obligations set out in these terms and in all policies and procedures issued by us from time to time);
- 1.1.23. **“Landside ID Pass”** means a landside ID Pass which we specify permits the Bearer to seek access to Access Areas which are not situated in Airside Locations;
- 1.1.24. **“Operations Centre”** means the operations centre located at the Airport;
- 1.1.25. **“Passes”** all passes we have issued to you (or in connection with a vehicle which you are responsible for or which is under your control) from time to time, including:
 - 1.1.25.1. Your ID Pass;
 - 1.1.25.2. all Tools of the Trade Permits;
 - 1.1.25.3. all Airside Driving Permits;
 - 1.1.25.4. all Airside Vehicle Permits; and
 - 1.1.25.5. all Car Park Permits.
- 1.1.26. **“Proof of ID”** means any of:
 - 1.1.26.1. a valid British photo card driving licence;
 - 1.1.26.2. a valid passport
 - 1.1.26.3. a valid biometric residence permit issued by the Home Office;

- 1.1.26.4. a valid national ID card issued by an EU member state; or
 - 1.1.26.5. such offer proofs of identification that we may specify from time to time;
 - 1.1.27. **“Sponsor”** means a person who is authorised by us to submit applications for persons seeking an ID Pass;
 - 1.1.28. **“Suspension”** means a temporary block of the use of one or more of your Passes at the Airport in accordance with clause 6.1;
 - 1.1.29. **“Tools”** any tools, equipment or items which would not ordinarily be permitted to be carried by a person (whether on their person or in their hand luggage) into an Airside Location in accordance with all government guidance and any requirements specified by LLA from time to time;
 - 1.1.30. **“Tools of the Trade Permit”** means a tools of the trade permit issued by LLA to the relevant person, which is issued in accordance with LLA’s then current policies, notices and instructions relating to tools of the trade;
 - 1.1.31. **“Unescorted”** means a person not being accompanied by an Escort at all times whilst accessing an Airside Location;
 - 1.1.32. **“Visitor Temporary ID Pass”** means a visitor temporary ID Pass which we specify permits the Bearer, for no more than 7 days, to seek Escorted access to one or more Access Areas which are situated in Airside Locations;
 - 1.1.33. **“Your ID Pass”** means an ID Pass which is issued to you by us;
 - 1.1.34. **“Your Tools”** any Tools which you have brought onto the Airport, or which you have been provided for use at the Airport; and
 - 1.1.35. **“Your Sponsor”** means the Sponsor who submitted, or intends to submit, the application for Your ID Pass to us.
- 1.2. **Who we are.** We are London Luton Airport Operations Limited a company registered in England and Wales. Our company registration number is 03491213 and our registered office is at Percival House 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU.
- 1.3. **Who is covered by these terms and conditions.** These terms apply to you if you access any part of the Airport in the course of your trade or profession or if you apply for, or use, any Passes. If you have not provided your written agreement to these terms, by continuing to access any part of the Airport in the course of your trade or profession, or by using any Passes, you agree to be bound by these terms. If you do not agree to be bound by these terms, you should immediately cease the use of, and return to the ID Centre, all Passes which have been issued to you by us, and not attempt to access any part of the Airport in the course of your trade or profession.
- 1.4. **Why you should read these terms.** Please read these terms carefully before you access the Airport, apply for any Passes or use any Passes. These terms tell you who we are, what obligations you have to us in connection with your access to the Airport and use of any Passes, when we may withdraw your right to use your Passes (and place a block on their use at the Airport), and when you must return your Passes to us. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.5. **How to contact us.** You can contact us by emailing ldunit@ltn.aero.

1.6. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you submit your application for an ID Pass (or any updated contact information we hold for you from time to time).

1.7. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2. **APPLYING FOR AN ID PASS**

2.1. **Application Requirements for all types of ID Passes.** As part of any application Your Sponsor submits to us for an ID Pass on your behalf you must:

2.1.1. arrange for Your Sponsor to submit an ID Pass application on your behalf on our online application portal "Airport ID Gateway";

2.1.2. ensure that all information you provide to Your Sponsor, and which is provided to us by Your Sponsor, is accurate and complete;

2.1.3. ensure all fees payable in connection with your application for an ID Pass (as set out in the CCU), are paid by the organisation you work for, or intend to work for, at the Airport;

2.1.4. provide to us and Your Sponsor all proofs of identification requested by us from time to time;

2.1.5. inform us (or procure that Your Sponsor informs us) of:

2.1.5.1. any unspent criminal convictions you when you apply for an ID Pass; and

2.1.5.2. any criminal offence you are arrested or charged in connection with at any time in the two years prior to the issue of Your ID Pass.

2.2. **Application Requirements for Full Airside ID Passes and Landside ID Passes.** As part of any application Your Sponsor submits to us for a Full Airside ID Pass or a Landside ID Pass on your behalf, in addition to the application requirements at clause 2.1, you must:

2.2.1. complete LLA's current "Applicant ID Pass Declaration and Security Interview" form and arrange for Your Sponsor to submit a signed and dated to copy to us (by whichever means we specify from time to time);

2.2.2. be eligible to work in the United Kingdom (and if requested by us from time to time, provide supporting evidence of such eligibility to the ID Centre or, if we so direct, Your Sponsor);

2.2.3. undertake all criminal records checks and counter terrorist checks requested by us from time to time (and ensure Your Sponsor provides the results of such checks to the ID Centre).

2.2.4. provide all references we request from time to time to undertake background checks on you (which unless we specify otherwise, will not ordinarily be required for a Landside ID Pass); and

2.2.5. complete all training and assessment process specified by us from time to time (including completing and passing an approved general security awareness training (GSAT) course, unless we confirm to you that you are subject to an exemption from such training or have completed and passed a suitable alternative training course).

2.3. **Application Requirements for Employment Temporary ID Passes.** As part of any application Your Sponsor submits to us for an Employment Temporary ID Pass on your behalf, in addition to the application requirements at clause 2.1, you must:

2.3.1. complete LLA's current "Applicant ID Pass Declaration and Security Interview" form and submit (or arrange for submission by Your Sponsor) a signed and dated to copy to the ID Centre;

- 2.3.2. be eligible to work in the United Kingdom (and if requested by us from time to time, provide supporting evidence of such eligibility to the ID Centre or, if we so direct, Your Sponsor); and
- 2.3.3. undertake all criminal records checks requested by us from time to time, and:
 - 2.3.3.1. ensure Your Sponsor provides to us proof that you have applied for such criminal records checks when Your Sponsor applies for an Employment Temporary ID Pass on your behalf; and
 - 2.3.3.2. ensure Your Sponsor provides to us the results of such checks within 14 days of the “valid from” date printed on the Employment Temporary ID Pass you are issued with.

2.4. **Our use of the information you provide.** You agree that, we (or our subcontractors) may at any time:

- 2.4.1. contact the persons or organisations you have provided reference details for as part of your application for an ID Pass, for the purpose of undertaking background checks on you;
- 2.4.2. provide the details you have provided as part of your application for an ID Pass to our regulators, the police, government bodies, agencies and departments, control authorities and the security services in the interest of national security and for the prevention and detection of crime; and
- 2.4.3. contact the organisation you work for, or intend to work for, at the Airport to confirm any details set out in your application for an ID Pass, and the reasons for any denial of your application for an ID Pass.

3. **ISSUING PASSES**

- 3.1. We are under no obligation to issue any Passes, including an ID Pass to you (even if we have previously issued one or more Passes to you). We may decide for any reason, not to issue you with a Pass, including, but not limited to:
 - 3.1.1. if you are the subject of a Disqualifying Conviction;
 - 3.1.2. if you are under investigation for an offence which may result in a Disqualifying Conviction;
 - 3.1.3. if we receive, or hold, any information which indicates that you may bring yourself, us or the Airport into disrepute, or that you may otherwise harm the reputation of yourself, us or the Airport (including as a result of any past conviction you may have, whether or not it is a Disqualifying Conviction);
 - 3.1.4. if we receive, or hold, any information which indicates that you may present a risk to the safety, security or operation of the Airport (including in connection with any past conviction you may have, whether or not it is a Disqualifying Conviction);
 - 3.1.5. if we receive, or hold, any information which indicates that you are not eligible to lawfully work in the United Kingdom;
 - 3.1.6. if we determine that any information you, or your Sponsor, have provided to us in connection with the application for the relevant Pass is incomplete or incorrect;
 - 3.1.7. if a referee you have relied on as part of your application is not, or may not be, of good moral standing or is otherwise not considered by us to be suitable or trustworthy (including if that referee is subject to an investigation which may result in a conviction which would bring into doubt their suitability or trustworthiness); or
 - 3.1.8. if you have previously breached any policies, operations manuals, byelaws, procedures, guides, briefing requirements, training requirements, regulations, instructions, notices, terms, signs,

conditions or directives provided, issued or published by us (or otherwise displayed at the airport) from time to time.

- 3.2. If we decide not to issue you with a Pass, we may inform either you, or Your Sponsor, that your application has not been successful (and, at our discretion, we may also provide to you or Your Sponsor our reasons for not issuing you with that Pass).
- 3.3. If we decide, to issue you with a Pass, we will inform you, or Your Sponsor, that your application has been successful. If the Pass you have applied for is an ID Pass, following our confirmation that you ID Pass application has been successful:
 - 3.3.1. you must book an appointment with our staff at the ID Centre so that we may take a photo of you to print on Your ID Pass; and
 - 3.3.2. we will then print and issue you with Your ID Pass at our convenience.

4. **USE OF YOUR ID PASS**

- 4.1. You must not access, or seek to access, an Airside Location without holding a valid ID Pass issued to you by us (unless you are an Exempt Person).
- 4.2. An ID Pass does not entitle you to access any part of the Airport. Your ID Pass is issued solely for the purpose of identifying you, and the Access Areas we may permit you to access when you attend the Airport.
- 4.3. You must only access, or attempt to access, such parts of the Airport which correspond to the access zones identified by number on Your ID Pass (unless you are an Exempt Person, who does not hold a valid ID Pass).
- 4.4. If you access, or seek to access, parts of the Airport utilising a Temporary Employment ID Pass or a Temporary Visitor ID Pass, you must:
 - 4.4.1. carry with you at all times a Proof of ID (and present such Proof of ID to an Airport Official on request); and
 - 4.4.2. ensure you are Escorted at all times whilst accessing an Airside Location.
- 4.5. If you hold a Full Airside ID Pass which indicates you are a diplomat you must ensure you are Escorted at all times whilst traveling to and from a remotely parked aircraft in an Airside Location.
- 4.6. If you access, or seek to access, parts of the Airport and are an Exempt Persons, you are not required to carry or apply for an ID Pass, but you must:
 - 4.6.1. carry with you at all times at least one of the following:
 - 4.6.1.1. a valid Crew Identification Pass issued to you (which displays a picture of you);
 - 4.6.1.2. a valid Crew Identification Pass issued to you (which does not display a picture of you) and a Proof of ID; or
 - 4.6.1.3. a valid Compliance Authority Identification Pass issued to you.
 - 4.6.2. if you are a Crew Member, and do not hold an ID Pass, you must ensure you are Escorted at all times whilst accessing an Airside Location; and
 - 4.6.3. if you are a member of the Ministry of Defence, be accompanied at all times by a police officer who holds (and presents on demand to an Airport Official, a valid identity card);
- 4.7. You must only access, or attempt to access, parts of the Airport if reasonably required to do so in the course of your work for the organisation set out on Your ID Card, your Crew Identification Pass or your Compliance Authority Identification Pass (unless expressly permitted by us for another known purpose).

- 4.8. You must not perform any work for any organisation at the Airport other than the organisation set out on Your ID Card, your Crew Identification Pass or your Compliance Authority Identification Pass (unless expressly permitted by us for another known purpose).
- 4.9. All Passes remain our property at all times, and you must immediately return one or more of your Passes to the ID Centre if we request that you do so.
- 4.10. If an Airport Official requests that you surrender or show any of your Passes to them, you must do so immediately. If you have been asked to surrender Your ID Pass to an Airport Official whilst at the Airport, you must immediately leave the Airport (unless otherwise directed by that Airport Official).
- 4.11. If you have been issued with an ID Pass, you must wear Your ID Pass at chest or shoulder height and ensure it is visible to other persons on outer clothing at all times whilst you are present at the Airport.
- 4.12. You must not obscure or alter any part of your Passes. If any of your Passes are damaged in any way, or any part of Passes become illegible, you must immediately inform a member of our staff at the ID Centre (and if directed by us, not use the damaged Pass until we issue you with a replacement).
- 4.13. If your job title changes from the job title displayed on Your ID Pass you must immediately inform a member of our staff at the ID Centre (and if so directed by us, not use Your ID Pass until we issue you with a replacement).
- 4.14. If you cease working for the organisation set out on Your ID Pass (including if your employment or contract of engagement is terminated by that organisation), you must immediately inform a member of our staff at the ID Centre (and cease using, and return all Passes in accordance with clause 7.2).
- 4.15. You must not give any of your Passes to any person other than to an Airport Official on request, or use any of your Passes for the purpose of granting another person access to, or egress from, any part of the Airport (other than if in accordance with LLA's policies, notices or instructions, including to the extent you are permitted to in your capacity as an Escort of another person).
- 4.16. If you lose, or believe your one or more of your Passes has been stolen, you must immediately inform our Security Compliance Manager (whose details can be obtained from the ID Centre, and in his absence a member of our security team).

5. GENERAL OBLIGATIONS

- 5.1. You must at all times comply with:
 - 5.1.1. all of your obligations set out in the "Applicant ID Pass Declaration and Security Interview" form (if you have been required to complete one);
 - 5.1.2. all security procedures and access arrangements specified, or otherwise put in place, by us or an Airport Official at the Airport from time to time (including all security screening of you and your property by any means we may specify from time to time);
 - 5.1.3. all policies, operations manuals, byelaws, procedures, guides, briefing requirements, training requirements, regulations, instructions, notices, terms, signs, conditions or directives provided, issued or published by us (or otherwise displayed at the airport) from time to time, including:
 - 5.1.3.1. our "code of conduct";
 - 5.1.3.2. our "contractors code of practice";
 - 5.1.3.3. our "licence to serve";
 - 5.1.3.4. all "escort briefings" provided by us;

- 5.1.3.5. all “airport management notices” issued by us;
 - 5.1.3.6. all “operations safety instructions” issued by us;
 - 5.1.3.7. the “airport byelaws” made by us; and
 - 5.1.3.8. all “airport instructions” issued by us.
- 5.1.4. all instructions or directions given to you by a Airport Official to support the operation, security and/or safety of London Luton Airport (including all staff of our appointed air traffic control provider);
- 5.1.5. the standards of behaviour and requirements set out in LLA’s “Licence to Serve”, and all training requirements in connection with LLA’ “Licence to Serve”; and
- 5.1.6. all drug and alcohol testing requirements specified by us from time to time.
- 5.2. You must immediately notify a member of our security team of:
- 5.2.1. any risks to the safety or security of persons or property at the Airport;
 - 5.2.2. any damage to any part of the Airport, including to the security perimeter or airside access gates, at the Airport; and
 - 5.2.3. any breach by any person (including yourself) of LLA’s Safety & Security Requirements; which you become aware of from time to time.
- 5.3. You must not through your actions or inactions:
- 5.3.1. harm, or cause a risk of harm, to other persons or property at the Airport; or
 - 5.3.2. undermine the security, or pose a risk of undermining the security, of the Airport.
- 5.4. You must not drive a vehicle (other than an aircraft) in an Airside Location unless:
- 5.4.1. you have an operational need to do so;
 - 5.4.2. you hold a valid Airside Drivers Permit;
 - 5.4.3. an Airside Vehicles Pass has been issued by us in connection with that vehicle (unless we inform you the vehicle is exempt from such requirement); and
 - 5.4.4. that Airside Vehicle Pass (unless we inform you the vehicle is exempt from requiring an Airside Vehicles Permit) is displayed at all times in the windscreen of that vehicle (so that it is visible outside of that vehicle).
- 5.5. Whilst driving a vehicle (other than an aircraft) in an Airside Location, you must:
- 5.5.1. adhere to all requirements set out in our policies and procedures concerning driving at the Airport (including all “Operational Safety Instructions” we issue);
 - 5.5.2. obey the instructions and restrictions conveyed by any road sign or marking within that Airside Location; and
 - 5.5.3. adhere to the requirements of all road traffic legislation which apply to public roads from time to time (including the Road Traffic Act 1988) as if they were deemed to apply to all Airside Locations.
- 5.6. If an Airport Official considers that there may be a breach of LLA’s Safety & Security Requirements in connection with your use of a vehicle at the Airport, you must immediately, if so requested by that Airport Official:
- 5.6.1. cease driving, or not commence driving, that vehicle at the Airport (and turn off the engine to the vehicle if it is already on); and

- 5.6.2. surrender the keys to that vehicle to the Airport Official (provided that such keys will be returned to you, or the owner of the vehicle, when the Airport Official is reasonably satisfied that there is no longer a risk of a further breach of LLA's Safety & Security Requirements).
- 5.7. You must:
 - 5.7.1. not bring into, or use in, an Airside Location any Tools which do not fall within the category of permitted Tools specified on a valid Tools of the Trade Permit issued to you;
 - 5.7.2. not bring into, or use in, an Airside Location any Tools which you do not have an operational need for;
 - 5.7.3. not permit any person to use Your Tools if that person does not hold a Tools of the Trade Permit which permits them to use that category of Tool;
 - 5.7.4. if you have been issued with a Tools of the Trade Permit, wear Your Tools of the Trade Permit at chest or shoulder height and ensure it is visible to other persons on outer clothing at all times whilst you are present at the Airport;
 - 5.7.5. not leave any of Your Tools unattended in an Airside Location without ensuring that all such Tools are secured to an extent which prevents their removal or use by any third party;
 - 5.7.6. immediately inform a member of our security team, if any of Your Tools have been lost or stolen at the Airport.
- 5.8. You must notify our Security Compliance Manager as soon as reasonably practicable, and in any event, within 14 days of any criminal offence you commit, or are otherwise arrested or charged in connection with, following issue of Your ID Pass.
- 5.9. You must provide us with all additional information we may request from time to time in connection with your use of the Airport, and in respect of any information which is relevant to your issue or maintenance of any Passes (including in connection with any background checks).

6. **SUSPENSION OF PASSES**

- 6.1. We may at any time for any reason (including if you are in breach of these terms or LLA's Safety & Security Requirements), and without notice to you, temporarily withdraw your right to seek to use any or all of your Passes at the Airport and place a block on their use at the Airport, including Your ID Pass if Your ID Pass has been subject to an Inactivity Period of 60 days or more.
- 6.2. If we inform you that Your ID Pass is subject to a Suspension due to an Inactivity Period of 60 days or more:
 - 6.2.1. if the Inactivity Period does not exceed 6 months, you may apply to us to lift that Suspension, by completing such application forms as we may specify from time to time;
 - 6.2.2. if the Inactivity Period does exceeds 6 months but is equal to or less than 12 months, you may apply to us to lift that Suspension, by completing such application forms as we may specify from time to time; and
 - 6.2.3. if the Inactivity Period exceeds 12 months, you may not apply to us to lift that Suspension, and you will need to submit an application for a new ID Pass should you wish to continue to access the Airport in connection with your trade or profession (unless you are an Exempt Person).

7. WITHDRAWAL AND RETURN OF YOUR ID PASS

- 7.1. We may at any time for any reason (including if you are in breach of these term or LLA's Safety & Security Requirements), and without notice to you, permanently withdraw your right to seek to use your Passes at the Airport and place a block their use at the Airport.
- 7.2. You must cease using a Pass at the Airport, and return it to the ID Centre (or the Operations Centre if the ID Centre is not closed):
 - 7.2.1. on or before the expiry date set out on that Pass;
 - 7.2.2. immediately if we have informed you, or your Sponsor, that your right to use that Pass has been withdrawn;
 - 7.2.3. immediately if the details set out on that Pass become no longer legible for any reason;
 - 7.2.4. immediately if you cease working for the organisation set out on that Pass (including if your employment or contract of engagement is terminated by that organisation); or
 - 7.2.5. immediately if you no longer have an operational need to access the Airport.

8. CONFIDENTIALITY

- 8.1. The following will be considered to be "Confidential Information" which, if you obtain it by any means (including information you create), you must not provide or disclose to any other person (except as set out in clause 8.2.):
 - 8.1.1. information concerning Airport security and access (including the location of any security vulnerabilities);
 - 8.1.2. images or video recordings of any part of the Airport;
 - 8.1.3. infrastructure details in respect of the Airport;
 - 8.1.4. plans, schematics, diagrams, drawings or designs of any part, or all, of the Airport (or of any existing or proposed structure at the Airport);
 - 8.1.5. information concerning our commercial arrangements, development plans, charges, business, affairs, suppliers, customers, personnel, technical or commercial know-how, specifications, inventions, processes or initiatives;
 - 8.1.6. information of ours which is labelled or specified by LLA as being confidential or secret, or which a reasonable business person would consider to constitute confidential information; or
 - 8.1.7. information which originates from a government body or agency and is marked as confidential, official, official sensitive, secret or top secret or which a reasonable business person would consider to constitute confidential information.
- 8.2. You may disclose Confidential Information:
 - 8.2.1.1. to other persons employed or engaged by the organisation you work for at the Airport if it is required for that other person to carry out work at the Airport for that organisation, provided that other person holds an ID Pass and is required to comply with these terms;
 - 8.2.1.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
 - 8.2.1.3. if we provide our written permission to you in advance in respect of such disclosure (but only to the extent set out in such written permission).
- 8.3. You must not use Confidential Information for any purpose other than to perform your work for the organisation you work for at the Airport.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

9.1. Nothing in these terms shall exclude or restrict our liability for:

9.1.1. death or personal injury caused by our negligence, or the negligence of our staff;

9.1.2. fraud or fraudulent misrepresentation; or

9.1.3. 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.

9.2. Subject to clause 9.1, neither we or our employees, directors, contractors or agents shall be liable to you:

9.2.1. for the death, injury or illness which may be sustained by you, or for any loss of, damage or destruction to your property, in connection with your use of one or more of your Passes (or otherwise in connection with your attendance at the Airport) unless due our deliberate act (otherwise than in good faith) or negligence;

9.2.2. any loss, damage or inconvenience that you may sustain as a result of our withdrawal, or our placing of a block on your use, of one or more of your Passes, or our refusal to issue with you with one or more Passes; or

9.2.3. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

9.2.3.1. any indirect, special, incidental, consequential loss; or

9.2.3.2. any loss of revenue, earnings, benefits, contracts (including business, employment and consultancy contracts), anticipated savings or profits, goodwill, opportunity, business or wasted expenditure suffered by you, in each case whether direct or indirect, even if such loss was reasonably foreseeable or we had been advised of the possibility you incurring it.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

10.1. **We collect personal information when you apply for an ID Pass and when you use Your ID Pass at the Airport.**

We collect personal information when you apply for a Pass and when you use one or more Passes at the Airport. For details about the personal information we collect, how we collect it, why we need it, what we do with it, how long we keep it and what your rights are, please see our privacy notice at <https://www.london-luton.co.uk/privacy-notice>

11. OTHER IMPORTANT TERMS

11.1. **We may transfer these terms to someone else.** We may transfer our rights and obligations under these terms to another organisation.

11.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

11.3. **Nobody else has any rights under these terms.** These terms are between you and us. No other person shall have any rights to enforce any of these terms. Neither of us will need to get the agreement of any other person in order to make any changes to these terms.

11.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 11.5. **Even if we delay in enforcing a part of these terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.6. **Laws that apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you and we can bring legal proceedings in connection with these terms in the English courts.