

November 2023

# London Luton Airport Expansion

Planning Inspectorate Scheme Ref: TR020001

Volume 8 Additional Submissions (Examination)

**8.107 Applicant's response to Deadline 3 Submissions -  
Appendix D Peter White (REP3-133)**

Infrastructure Planning (Examination Procedure) Rules 2010

Application Document Ref: TR020001/APP/8.107

**The Planning Act 2008**

**The Infrastructure Planning (Examination Procedure) Rules 2010**

**London Luton Airport Expansion Development Consent  
Order 202x**

---

**8.107 APPLICANT'S RESPONSE TO DEADLINE 3 SUBMISSIONS -  
APPENDIX D PETER WHITE [REP3-133]**

---

<b>Deadline:</b>	Deadline 4
<b>Planning Inspectorate Scheme Reference:</b>	TR020001
<b>Document Reference:</b>	TR020001/APP/8.107
<b>Author:</b>	Luton Rising

<b>Version</b>	<b>Date</b>	<b>Status of Version</b>
Issue 1	November 2023	Additional Submission – Deadline 4

# Contents

---

	Page
<b>Appendix D – Peter White [REP3-133]</b>	<b>1</b>
<b>References</b>	<b>8</b>
<b>Annex A - Airport Operator's Charges and Conditions of Use 2023</b>	<b>9</b>

## Tables

Table D.1 Applicant's response to submission by Peter White at Deadline 3

## Appendix D – Peter White [REP3-133]

Table D.1 Applicant’s response to submission by Peter White at Deadline 3

I.D.	Topic	Deadline 3 submission (Verbatim)	Luton Rising’s Response
1	GCG	<p><i>“Green Controlled Growth (GCG) has been developed to place Luton Rising’s commitment to environmental sustainability at the very centre of the expansion proposals and is considered to be one of the most far-reaching commitments to managing environmental effects ever voluntarily put forward by a UK airport. As set out above, the GCG Framework is legally binding, and so compliance with GCG must be prioritised to enable the sustainable expansion of Luton Airport.”</i></p> <p>In response to the highlighted comment, could the applicant please qualify that statement by provided evidence as to which organisations considered the GCG strategy, and how they arrived at that conclusion? By organisations I do not mean the consultants engaged by the applicant, but by external organisations/industry bodies.</p>	<p>In developing the <b>Green Controlled Growth Framework [REP3-017]</b>, the Applicant has undertaken a benchmarking exercise of the proposed framework against environmental protection mechanisms developed for both other airport projects and other Nationally Significant Infrastructure Projects.</p> <p>This benchmarking exercise was outlined in the <b>Draft Green Controlled Growth Proposals</b> technical document which was published as part of the 2022 Statutory Consultation and remains publicly available on the Luton Rising’s consultation website (Ref 1) All individuals and organisations consulted were invited to consider the statutory consultation documents including the draft GCG proposals.</p> <p>A number of these organisations confirmed their support for the principle of GCG following this consultation, as set out in Section A3 of the <b>Consultation Report Appendix M - 2022 Due Regard Tables Part 1 of 4 [APP-189]</b>. These include:</p> <ul style="list-style-type: none"> <li>a. the Host Authorities (Luton Borough Council, Central Bedfordshire</li> </ul>

I.D.	Topic	Deadline 3 submission (Verbatim)	Luton Rising's Response
			<p>Council, Hertfordshire Country Council, Dacorum Borough Council, and North Hertfordshire Council)</p> <ul style="list-style-type: none"> <li>b. other local authorities (Buckingham County Council and others)</li> <li>c. Parish Councils</li> <li>d. Transport for London</li> <li>e. National Highways</li> </ul> <p>The Applicant considers that the development of GCG has therefore undergone public scrutiny from various statutory and non-statutory bodies.</p>
2	Need Case	<p>Could the applicant please list the permanent employment it has created/has been directly involved in creating, over the past ten years in Luton and the surrounding area, which has not been airport specific?</p> <p>Why has the applicant not pursued job delivery in other areas, such as green infrastructure industry, and at sites across the Borough rather than on its eastern boundary? These industries would be more secure and better paid than employment opportunity at Luton Airport. They would also remove the expensive travel costs getting to the airport site.</p>	<p>Whilst the Applicant seeks to improve the regional economy, it can do so only using its existing assets.</p> <p>The Applicant is a business and social enterprise that is owned by a sole shareholder, Luton Borough Council, for community benefit, not private shareholders. Its largest asset is London Luton Airport. In this capacity it has not had direct involvement in employment creation opportunities outside its core airport business.</p> <p>The Applicant's community funding programme supports a number of charitable organisations and</p>

I.D.	Topic	Deadline 3 submission (Verbatim)	Luton Rising's Response
			through this indirect avenue has supported non airport employment in the region.
3	GCG	<p>I cannot find any provision for an airport to remove a slot from an operating airline within the binding guidelines within UK aviation policy, despite the applicant stating that they can.</p> <p>Both the International Air Transport Association (IATA), International Civil Aviation Organisation (ICAO) and the UK company that details with slot allocation, Airport Coordination Ltd (ACL), show that a slot can only be taken back by an airport operator under the “use it or lose it” model. If a slot is not used for 80% of a season, it has to be returned to an airports slot pool.</p> <p>Has the operator begun dialog with the airport operator/operating airlines to see how the removal of slots will be achieved?</p> <p>How will the applicant ensure acceptance of their plans at UK/European authority level?</p>	Please refer to the <b>Applicant's Response to Issue Specific Hearing 1 Actions 20, 21, 24 and 26 and Issue Specific Hearing 2 Action 28: Slot Management [TR020001/APP/8.86]</b> which has been developed for Deadline 4 and responds to this query.
4	GCG	If this dialogue will not commence until after the DCO has been granted, will the applicant guarantee that no extra slots will be released until a binding agreement to return them if GCG is not met has been reached?	Please refer to the <b>Applicant's Response to Issue Specific Hearing 1 Actions 20, 21, 24 and 26 and Issue Specific Hearing 2 Action 28: Slot Management [TR020001/APP/8.86]</b> which has been developed for Deadline 4 and responds to this query.

I.D.	Topic	Deadline 3 submission (Verbatim)	Luton Rising's Response																																
		What will be the procedure if said airlines refuse to return slots? Will the loss of slots require a financial penalty to be paid by the applicant, or airport operator, as a result of loss of income?																																	
5	Need Case	can the applicant provide details for last year, 2022, of the passenger loads for all flights that were scheduled for slots between 2300-0600, for each day of the week, split into summer/winter season?	<p>The data is provided in the tables below showing the total number of passengers scheduled between 06:00 and 23:00 and between 23:00 and 06:00 for Summer Season 2022 and Winter Season 2022/3 respectively on each day of the week during the season:</p> <p>Summer 2022</p> <table border="1" data-bbox="1238 722 1977 1398"> <thead> <tr> <th data-bbox="1238 722 1451 874">Day of Week</th> <th data-bbox="1451 722 1653 874">06:00-23:00</th> <th data-bbox="1653 722 1865 874">23:00-06:00</th> <th data-bbox="1865 722 1977 874">% 23:00 - 06:00</th> </tr> </thead> <tbody> <tr> <td data-bbox="1238 874 1451 946">Monday</td> <td data-bbox="1451 874 1653 946">1,268,556</td> <td data-bbox="1653 874 1865 946">111,477</td> <td data-bbox="1865 874 1977 946">8%</td> </tr> <tr> <td data-bbox="1238 946 1451 1018">Tuesday</td> <td data-bbox="1451 946 1653 1018">1,127,685</td> <td data-bbox="1653 946 1865 1018">108,126</td> <td data-bbox="1865 946 1977 1018">9%</td> </tr> <tr> <td data-bbox="1238 1018 1451 1090">Wednesday</td> <td data-bbox="1451 1018 1653 1090">1,144,486</td> <td data-bbox="1653 1018 1865 1090">114,090</td> <td data-bbox="1865 1018 1977 1090">9%</td> </tr> <tr> <td data-bbox="1238 1090 1451 1161">Thursday</td> <td data-bbox="1451 1090 1653 1161">1,187,090</td> <td data-bbox="1653 1090 1865 1161">115,026</td> <td data-bbox="1865 1090 1977 1161">9%</td> </tr> <tr> <td data-bbox="1238 1161 1451 1233">Friday</td> <td data-bbox="1451 1161 1653 1233">1,336,391</td> <td data-bbox="1653 1161 1865 1233">109,041</td> <td data-bbox="1865 1161 1977 1233">8%</td> </tr> <tr> <td data-bbox="1238 1233 1451 1305">Saturday</td> <td data-bbox="1451 1233 1653 1305">1,164,423</td> <td data-bbox="1653 1233 1865 1305">121,287</td> <td data-bbox="1865 1233 1977 1305">9%</td> </tr> <tr> <td data-bbox="1238 1305 1451 1398">Sunday</td> <td data-bbox="1451 1305 1653 1398">1,322,971</td> <td data-bbox="1653 1305 1865 1398">124,252</td> <td data-bbox="1865 1305 1977 1398">9%</td> </tr> </tbody> </table>	Day of Week	06:00-23:00	23:00-06:00	% 23:00 - 06:00	Monday	1,268,556	111,477	8%	Tuesday	1,127,685	108,126	9%	Wednesday	1,144,486	114,090	9%	Thursday	1,187,090	115,026	9%	Friday	1,336,391	109,041	8%	Saturday	1,164,423	121,287	9%	Sunday	1,322,971	124,252	9%
Day of Week	06:00-23:00	23:00-06:00	% 23:00 - 06:00																																
Monday	1,268,556	111,477	8%																																
Tuesday	1,127,685	108,126	9%																																
Wednesday	1,144,486	114,090	9%																																
Thursday	1,187,090	115,026	9%																																
Friday	1,336,391	109,041	8%																																
Saturday	1,164,423	121,287	9%																																
Sunday	1,322,971	124,252	9%																																

I.D.	Topic	Deadline 3 submission (Verbatim)	Luton Rising's Response																																																										
			<table border="1"> <tr> <td><b>Grand Total</b></td> <td><b>8,551,602</b></td> <td><b>803,299</b></td> <td colspan="2"><b>9%</b></td> </tr> <tr> <td colspan="5">Winter 2022/3</td> </tr> <tr> <th><b>Day of Week</b></th> <th><b>06:00-23:00</b></th> <th><b>23:00-06:00</b></th> <th colspan="2"><b>% 23:00 - 06:00</b></th> </tr> <tr> <td>Monday</td> <td>716,665</td> <td>45,613</td> <td colspan="2">6%</td> </tr> <tr> <td>Tuesday</td> <td>542,676</td> <td>49,590</td> <td colspan="2">8%</td> </tr> <tr> <td>Wednesday</td> <td>576,800</td> <td>31,258</td> <td colspan="2">5%</td> </tr> <tr> <td>Thursday</td> <td>662,989</td> <td>48,828</td> <td colspan="2">7%</td> </tr> <tr> <td>Friday</td> <td>792,911</td> <td>40,821</td> <td colspan="2">5%</td> </tr> <tr> <td>Saturday</td> <td>674,485</td> <td>58,844</td> <td colspan="2">8%</td> </tr> <tr> <td>Sunday</td> <td>778,783</td> <td>52,947</td> <td colspan="2">6%</td> </tr> <tr> <td><b>Grand Total</b></td> <td><b>4,745,309</b></td> <td><b>327,901</b></td> <td colspan="2"><b>6%</b></td> </tr> </table>				<b>Grand Total</b>	<b>8,551,602</b>	<b>803,299</b>	<b>9%</b>		Winter 2022/3					<b>Day of Week</b>	<b>06:00-23:00</b>	<b>23:00-06:00</b>	<b>% 23:00 - 06:00</b>		Monday	716,665	45,613	6%		Tuesday	542,676	49,590	8%		Wednesday	576,800	31,258	5%		Thursday	662,989	48,828	7%		Friday	792,911	40,821	5%		Saturday	674,485	58,844	8%		Sunday	778,783	52,947	6%		<b>Grand Total</b>	<b>4,745,309</b>	<b>327,901</b>	<b>6%</b>	
<b>Grand Total</b>	<b>8,551,602</b>	<b>803,299</b>	<b>9%</b>																																																										
Winter 2022/3																																																													
<b>Day of Week</b>	<b>06:00-23:00</b>	<b>23:00-06:00</b>	<b>% 23:00 - 06:00</b>																																																										
Monday	716,665	45,613	6%																																																										
Tuesday	542,676	49,590	8%																																																										
Wednesday	576,800	31,258	5%																																																										
Thursday	662,989	48,828	7%																																																										
Friday	792,911	40,821	5%																																																										
Saturday	674,485	58,844	8%																																																										
Sunday	778,783	52,947	6%																																																										
<b>Grand Total</b>	<b>4,745,309</b>	<b>327,901</b>	<b>6%</b>																																																										
6	Need Case	Can the applicant show as a percentage those passenger loads as part of the daily total?	The percentages are included in the tables above for I.D 5..																																																										



I.D.	Topic	Deadline 3 submission (Verbatim)	Luton Rising's Response
7	General	Can the applicant provide details as to the ticket price for those flights operating within that night period?	There is no available source of data giving ticket prices for individual flights retrospectively. This information is confidential to the airlines.
8	Need Case	Can the applicant provide details as to if a slot is allocated to one of the Fixed Based Operators for executive jet movements, does the user of that slot have to pay a premium?	Charges for general aviation vary depending on aircraft type, time of day and the facilities used. Please refer to the airport operator's <i>Charges and Conditions of Use 2023</i> , included as Annex A to this Appendix.
9	Need Case	As the flights which currently operate during the night period, are generally served several times a day already, losing those flights would not affect income as those passengers would transfer to earlier flights? From limited research as to what is available on airline booking sites, it would appear that fares on those flights returning overnight are cheaper than daytime flights. This to me shows that these flights are not demand lead by the consumer, but rather price lead and to use allocated slots?	<p>The reasons why flights need to operate into the night period are explained in Section 6.6 of the <b>Need Case [AS-125]</b>. Other than a small number of cargo flights, most flights within the night period are either early morning departures or late evening/post-midnight arrivals.</p> <p>This pattern of operations is essential to the airlines achieving efficient use of their aircraft and is fundamental to their ability to deliver low air fares to the benefit of consumers.</p> <p>It is not as simple as saying the flight within the night period could be cancelled and passengers transferred onto other flights as, for example, the cancellation of a night arrival would leave the aircraft stranded abroad and passengers unable to return. In turn, this would mean that the aircraft would not be in place to operate the first departure next morning. This would undermine the integrity of the whole operation of</p>

<b>I.D.</b>	<b>Topic</b>	<b>Deadline 3 submission (Verbatim)</b>	<b>Luton Rising's Response</b>
			<p>based aircraft, which make up the majority of operations at London Luton Airport.</p> <p>See also response to I.D.11 below.</p>
10	Need Case	Can the applicant provide, once again for 2022 please, a breakdown of all airport users from the local three counties, Bedfordshire/Hertfordshire/Buckinghamshire, as a percentage of the total passenger throughput?	According to CAA survey data, in 2022, 27% of passengers using the Airport (excluding passengers transferring between flights at the airport) had surface origins in the three counties of Bedfordshire, Hertfordshire and Buckinghamshire, with 9.3%, 11.9% and 5.9% travelling to and from the counties respectively.
11	Need Case	The applicant stated that a night closure could lead to current operators moving routes to other airports. Could the applicant detail which London airports those flights could be moved to, as apart from Southend airport, all the others Heathrow/Gatwick/Stansted, are also slot constrained during the night period?	<p>If the airport was unable to operate at night, it is likely that the airlines would transfer their based aircraft to airports where such restrictions do not exist or there is spare capacity.</p> <p>This could include, inter alia, airports such as Gatwick, Stansted, East Midlands, Birmingham. It is also possible that the airlines would move aircraft away from the UK altogether as aircraft are mobile assets and the airlines will deploy these aircraft where they can operate with maximum efficiency.</p>

## REFERENCES

Ref 1 London Luton Airport Limited (2022), *Draft Green Controlled Growth Proposals*.

## **ANNEX A - AIRPORT OPERATOR'S CHARGES AND CONDITIONS OF USE 2023**

# Charges & Conditions of Use 2023

Effective Date: 1st January 2023



London  
Luton  
Airport



# About LLA

## Location

- Situated just 50km (32 miles) from Central London off junction 10 M1 motorway
- Just 23 minutes by train from London St Pancras International with up to 7 services per hour

## Slots

- Slot availability
- 24 hour operation

## Catchment

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

## Facilities

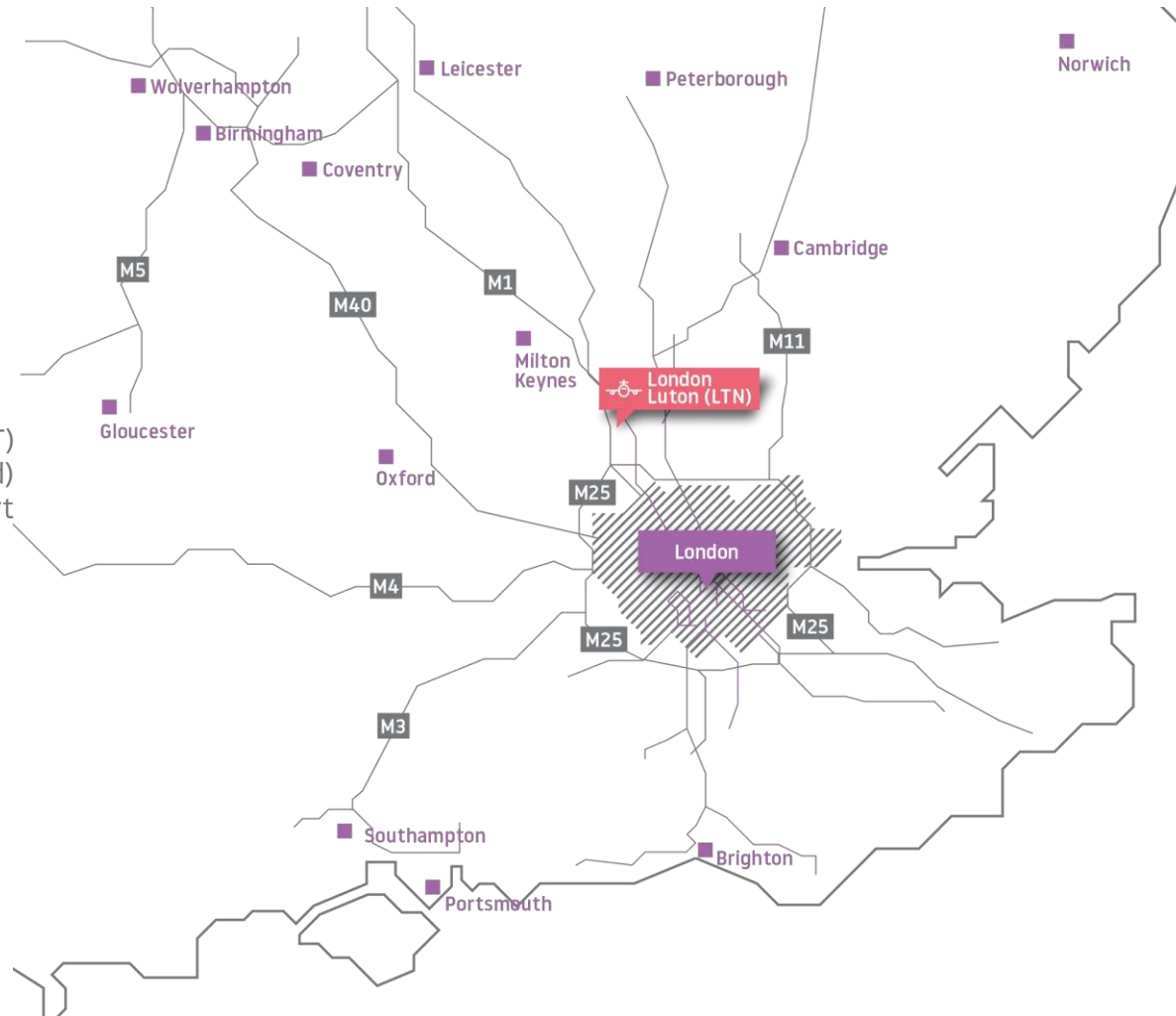
- New £230m Direct Air - Rail Transit (Luton DART) system (funded by London Luton Airport Limited) transporting passengers between Luton Airport Parkway station and LLA in less than 4 minutes

## Performance

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

## Partnership

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



# Notifications

## Notifications on this Page

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

## Slot Coordinated Airport

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

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

## Airport Coordination Limited

**Telephone:** +44 (0) 20 8564 0626

**Fax:** +44 (0) 20 8564 0691

**Email:** lonacxh@acl-uk.org

**SITA:** LONACXH

## Office Hours

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

Website: [www.online-coordination.com](http://www.online-coordination.com)

for slot availability and submitting requests.

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

## London Luton Airport Operations Control Centre

24 hours a day:

**Telephone:** +44 (0) 1582 395087

+44 (0) 1582 395089

+44 (0) 1582 395092

**Fax:** +44 (0) 1582 395121

**Email:** operations.control@ltn.aero

**Airport Operations Duty Manager:**

+44 (0) 1582 395451

## Groundhandling Arrangements

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

Aircraft movements without a pre-appointed ground handling agent will incur a surcharge in accordance with the provisions set out on page 9.

## Equipment Pooling

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

## Airside Driver Training

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

## Inbound Cats, Dogs & Ferrets

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

## De-icing

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

## Glycol Recovery

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

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

## Information and Communication Technology Services

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

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

## Billing

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

## British Summer Time

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

## Real Living Wage

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

## New or Amended Charges

New or amended charges payable by some or all Operators to LLA may be introduced to these CCU from time to time (in accordance with clause 3.1.2 of Section 10 of these CCU): including in respect of:

- (a) new security equipment charges in connection with the cost to LLA of implementing a proposed Department for Transport security directive; and
- (b) amended or new baggage access charges in connection with the cost to LLA of implementing an upgraded baggage system..

# Contact Details

## London Luton Airport

---

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

General Enquiries +44 (0)1582 405100

Aviation Team +44 (0)1582 395338

Airline & Cargo Flights

Accounting Enquiries +44 (0)1582 395325

Cargo Centre Operations +44 (0)1582 395231

Property & Estates +44 (0)1582 395303

Operations Centre +44 (0)1582 395087/092

+44 (0)1582 395525/089

www.london-luton.co.uk

Email: [business.development@ltn.aero](mailto:business.development@ltn.aero)

## Schedules Co-ordination

---

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

## Air Traffic

---

National Air +44 (0)1582 395230/378

Traffic Services

## Handling Agents

---

Swissport UK +44 (0)1582 702312

Menzies Aviation +44 (0)1582 395635

GH London +44 (0)1582 395432

## Aircraft Maintenance

---

Storm aviation +44 (0)1279 681330

Tui +44 (0)1582 424155

Gulfstream +44 (0)1582 506650

## Business Aviation (FBO Services)

---

Harrods Aviation + +44 (0)1582 589317/318

Signature Flight Support +44 (0)1582 724182

## Fuelling

---

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

ASIG +44 (0)1582 722244

## Flight Catering

---

Alpha LSG Sky Chefs +44 (0)208 587201

Gate Gourmet +44 (0)1582 733391

## Aircraft Cleaning

---

Menzies Aviation +44 (0)1582 395635

## Bonded Store

---

Alpha Flight Services +44 (0)1582 737411

City Net +44 (0)1582 698700

## General Sales Agents (Cargo)

---

ACCS +44 (0)1582 456700

Menzies +44 (0)20 8759 7700

AIA Cargo +44 (0)203 432 7810

## Hotels (On site)

---

Holiday Inn Express +44 (0)1582 589100

Holiday Inn +44 (0)1582 218111

Hotel Ibis +44 (0)1582 424488

Hotel Ibis Budget +44 (0)1582 218280

Hampton by Hilton +44 (0)1582 798477

Courtyard by Marriott +44 (0)7500 102156



# Content of Terms

- Section 1** Application of Terms
- Section 2** Aircraft Charges
- Section 3** Operational Charges
- Section 4** Training Charges
- Section 5** Noise & Track Violation Charges
- Section 6** Security Compliance Charges
- Section 7** Passes & Permit Charges
- Section 8** Staff Car Parking Charges
- Section 9** Cargo Centre Charges
- Section 10** Terms of Use

# 1. Application of Terms

## Management of the Airport

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

## Interpreting these CCU

The definitions and rules of interpretation set out in clause 1 of Section 10 of these CCU, apply to the interpretation of all other sections of these CCU. The terms set out in Section 10 of these CCU, set out the rights and obligations of Operators undertaking Activities (whether or not at the Airport). The Charges payable by each Operator in accordance with Section 10 of these CCU are set out in Sections 2 to 9 of these CCU.

## When, and to who, these Charges and Conditions of Use (“CCU”) apply

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

# 2. Aircraft Charges

## Content of Aviation Charges

### Chapter 14 Aircraft - Standard Charges

Passenger Charge PLS

Landing Charge

Navigation Service Charge

Night Operating Charge

Baggage Access Charge

Aircraft Parking Charge

### Non Chapter 14 Aircraft – Standard Charges

Passenger Charge PLS

Landing Charge

Navigation Service Charge

Night Operating Charge

Baggage Access Charge

Aircraft Parking Charge

Page

08

08

08

08

08

08

09

09

09

09

09

09

All Aircraft – Standard Charges

Police Services Charge

CAA Aviation Security Charge

Persons of Reduced Mobility Charge (PRM Levy)

New Security Equipment Charge

NOx Levy Charge

### All Aircraft - Aircraft Additional Charges

Groundhandler Non-Appointment Charge

Engine Run-up Bay Charge

Diverted Flight Charge

Stand De-icing Charge

Unauthorised Stand Use Charge

Technical Wash Charge

Marshalling Charge

Page

10

10

10

10

10

11

11

11

11

11

11

11

# 2. Aircraft Charges

## Chapter 14 Aircraft – Standard Charges

### Passenger Charge (PLS)

The passenger charge (PLS) payable by each Aircraft Operator to LLA in respect of its Chapter 14 Aircraft, shall be:

**£18.31** per Departing Passenger Carried by that Aircraft Operator's Chapter 14 Aircraft;

provided that:

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

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

### Landing Charge

The landing charge payable by each Aircraft Operator to LLA in respect of its Chapter 14 Aircraft, shall be:

**£185.96** for each of that Aircraft Operator's Chapter 14 Aircraft which undertakes a Landing, plus;

**£2.77** per Tonne of that Chapter 14 Aircraft undertaking the Landing; and  
subject to a minimum charge of **£460.19** per Landing of such Chapter 14 Aircraft.

### Navigation Service Charge

The navigation service charge payable by each Aircraft Operator to LLA in respect of its Chapter 14 Aircraft, shall be:

**£3.33** per Tonne of each of that Aircraft Operator's Chapter 14 Aircraft undertaking a Landing (or Approach without Landing); and

subject to a minimum charge of **£329.67** per Landing (or Approach without Landing) of such Chapter 14 Aircraft.

### Night Operating Charge

The night operation charge payable by each Aircraft Operator to LLA in respect of its Chapter 14 Aircraft, shall be:

**£146.87**, for each Landing or Take-off of that Aircraft Operator's Chapter 14 Aircraft undertaken between the hours of 23:00 and 06:59 (Local Time); plus,

**£2.77** per Tonne of that Chapter 14 Aircraft undertaking the Landing or Take-off; and

subject to a minimum charge of **£421.10** per Landing or Take-off of that Chapter 14 Aircraft.

### Baggage Access Charge

The baggage access charge payable by each Aircraft Operator (acting by its appointed Groundhandler) to LLA in respect of its Chapter 14 Aircraft, shall be:

**£0.52** per Departing Passenger Carried by that Aircraft Operator's Chapter 14 Aircraft;

provided that a minimum charge shall be applied and calculated on the basis that the number of Departing Passengers Carried on an Aircraft Operator's Chapter 14 Aircraft shall be assumed to be at least 25% of that Chapter 14 Aircraft's Capacity.

### Aircraft Parking Charge

The aircraft parking charge payable by each Aircraft Operator to LLA for each of that Aircraft Operator's Chapter 14 Aircraft Parking at the Airport, shall be:

FOC for the first 15 minutes after that Aircraft Operator's Chapter 14 Aircraft Lands or exits a Hangar ("Free Period"); and thereafter

**£0.047** per Tonne of that Aircraft, multiplied by the total number of minutes such Chapter 14 Aircraft is Parked at the Airport (less the applicable Free Period).

# 2. Aircraft Charges

## Non-Chapter 14 Aircraft – Standard Charges

### Passenger Charge (PLS)

The passenger charge (PLS) payable by each Aircraft Operator to LLA in respect of each of its Non-Chapter 14 Aircraft, shall be:

**£22.68** per Departing Passenger Carried by that Aircraft Operator's Non-Chapter 14 Aircraft;

provided that:

- a) GA Operators shall pay 50% of the applicable passenger charge (PLS) if using the services of an FBO at the Airport in connection with the operations of the relevant Non-Chapter 14 Aircraft; and
- b) no passenger charge (PLS) shall be payable by an Aircraft Operator in respect of Departing Passengers under two years of age who are Carried by that Aircraft Operator's Non-Chapter 14 Aircraft.

### Landing Charge

The landing charge payable by each Aircraft Operator to LLA in respect of its Non-Chapter 14 Aircraft, shall be:

**£230.40** for each of that Aircraft Operator's Non-Chapter 14 Aircraft which undertakes a Landing; plus,

**£3.43** per Tonne of that Non-Chapter 14 Aircraft undertaking the Landing; and

subject to a minimum charge of **£569.97** per Landing of such Non-Chapter 14 Aircraft;

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

### Navigation Service Charge

The navigation service charge payable by each Aircraft Operator to LLA in respect of its Non-Chapter 14 Aircraft, shall be:

**£4.13** per Tonne of each of that Aircraft Operator's Non-Chapter 14 Aircraft undertaking a Landing (or Approach without Landing); and

subject to a minimum charge of **£408.87** per Landing (or Approach without Landing) of such Non-Chapter 14 Aircraft;

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

### Night Operating Charge

The night operation charge payable by each Aircraft Operator to LLA in respect of its Non-Chapter 14 Aircraft, shall be:

**£181.96**, for each Landing or Take-off of that Aircraft Operator's Non-Chapter 14 Aircraft undertaken between the hours of 23:00 and 06:59 (Local Time); plus,

**£3.43** per Tonne of that Non-Chapter 14 Aircraft undertaking the Landing or Take-off;

subject to a minimum charge of **£521.53** per Landing or Take-off of that Non-Chapter 14 Aircraft;

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

### Baggage Access Charge

The baggage access charge payable by each Aircraft Operator (acting by its appointed Groundhandler) to LLA in respect of its Non-Chapter 14 Aircraft, shall be:

**£0.52** per Departing Passenger Carried by that Aircraft Operator's Non-Chapter 14 Aircraft;

provided that a minimum charge shall be applied and calculated on the basis that the number of Departing Passengers Carried on an Aircraft Operator's Non-Chapter 14 Aircraft shall be assumed to be at least 25% of that Non-Chapter 14 Aircraft's Capacity.

### Aircraft Parking Charge

The aircraft parking charge payable by each Aircraft Operator to LLA for each of that Aircraft Operator's Non-Chapter 14 Aircraft Parking at the Airport, shall be:

FOC for the first 15 minutes after that Aircraft Operator's Non-Chapter 14 Aircraft Lands at the Airport or exits a Hangar ("Free Period"); and thereafter

**£0.047** per Tonne of that Non-Chapter 14 Aircraft, multiplied by the total number of minutes such Non-Chapter 14 Aircraft is Parked at the Airport (less the applicable Free Period).

# 2. Aircraft Charges

## All Aircraft – Standard Charges

### Police Services Charge

The police services charge payable by each Aircraft Operator to LLA, shall be:

**£0.51** per Departing Passenger Carried by that Aircraft Operator's Aircraft; and

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

- (a) in setting the Police Services Charge applicable to these CCU, LLA has set the rate for the purpose of seeking to recover the sum of:
  - (i.) the Police Services Costs it anticipates it will incur from 1 January 2023 to 31 December 2023;  
plus
  - (ii.) in part the Unrecovered Police Services Costs for the period 1 April 2020 to 31 December 2022;
- (b) LLA shall not be required to implement the "Police Services Reconciliation" set out in clause 3.17 to 3.19 of LLA's "charges and conditions of use" (with an effective date of 1 April 2022) which precedes these CCU; and
- (c) in setting the Police Services Charge in each subsequent version of LLA's "charges and conditions of use" ("New CCU") to these CCU, LLA may adjust the rates for the purpose of seeking to recover the sum of:
  - (i.) the Police Services Costs LLA anticipates it will incur during the period covered by that New CCU;  
plus (if applicable):
  - (ii.) the amount of any under-recovery by LLA of its Police Services Costs through the Police Services Charge during any period prior to the effective date of that New CCU;  
less (if applicable):
  - (iii.) the amount of any over-recovery by LLA of its Police Services Costs through the Police Services Charge during any period prior to the effective date of that New CCU.

### CAA Aviation Security Charge

The CAA aviation security charge payable by each Aircraft Operator to LLA, shall be:

**£0.058** per Departing Passenger Carried by that Aircraft Operator's Aircraft.

### Persons of Reduced Mobility Charge (PRM Levy)

The persons of reduced mobility charge ("PRM Levy") payable by each Aircraft Operator to LLA, shall be:

**£0.45** per Departing Passenger Carried by that Aircraft Operator's Aircraft undertaking a Notified Flight; or

**£0.75** per Departing Passenger Carried by an Aircraft Operator's Aircraft undertaking an Unnotified Flight;

provided that LLA will review the amount if its PRM Costs which it recovers through the PRM Levy for the period from 1 February 2022 to 31 January 2023 ("Initial Period"), and may adjust the above rates from 1 February 2023 (in accordance with clause 3.1.2 of Section 10 of these CCU) for the purpose of recovering the sum of:

- (a) the PRM Costs LLA anticipates it will incur from 1 February 2023 to 31 January 2024;  
plus (if applicable):
- (b) the amount of any under-recovery by LLA of its PRM Costs through the PRM Levy during the Initial Period;  
less (if applicable):
- (c) the amount of any over-recovery by LLA of its PRM Costs through the PRM Levy during the Initial Period.

### NOx Levy Charge

The NOx levy charge payable by each Aircraft Operator to LLA for each of that Aircraft Operator's Aircraft which Takes-off, shall be calculated as follows:

1. the Engine NOx LTO Figure applicable to an engine on the relevant Aircraft;  
multiplied by:
2. the number of engines on the relevant Aircraft;  
(the resultant figure being the "Aircraft Total Emissions")  
divided by:
3. either
  - a. the number of Departing Passengers Carried by the relevant Aircraft (if that Aircraft is a Passenger Aircraft); or
  - b. the total weight in kilograms of Cargo carried by the relevant Aircraft divided by 100 (if that Aircraft is a Cargo Aircraft);  
minus:
4. 400;  
multiplied by:
5. 0.0056;

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

provided that if the relevant Aircraft is not carrying any Cargo or Departing Passengers on Take-off, the Aircraft Total Emissions for such Aircraft shall be divided by 1,000 and then multiplied by £1.15 to determine the applicable NOx levy charge.

## 2. Aircraft Charges

### All Aircraft - Additional Charges

#### Groundhandler Non-Appointment Charge

The groundhandler non-appointment charge payable by each Aircraft Operator to LLA shall be:

**£5,000** for each Groundhandling Infringement.

#### Engine Run-up Bay Charge

The engine run-up bay charge payable by each Aircraft Operator to LLA, shall be:

**£250.00** for the first half-hour of that Aircraft Operator's Aircraft's use of the "Engine Run-Up Bay" at the Airport ("ERB"); and

**£150.00** for each subsequent 15 minutes of that Aircraft's use of the ERB, or part thereof;

provided that if any use of the ERB is undertaken by an Aircraft Operator's Aircraft between the hours of 23:00 and 06:59 (Local Time) there shall be a 75% increase to the applicable Engine Run-up Bay Charge.

#### Diverted Flight Charge

The diverted flight charge payable by each Aircraft Operator to LLA, shall be:

**£18.30** per Arriving Passenger Carried by that Aircraft Operator's Chapter 14 Aircraft which undertake a Diverted Flight which Lands; and

**£22.68** per Arriving Passenger Carried by that Aircraft Operator's Non-Chapter 14 Aircraft which undertake a Diverted Flight which Lands;

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

#### Stand De-Icing Charge

The stand de-icing charge payable by each Aircraft Operator to LLA, shall be:

**£207.36** per instance in which LLA de-ices a Stand at the request of that Aircraft Operator (or its appointed Groundhandler), plus;

**£1.94** per litre of de-icing fluid applied by LLA in the course of such de-icing.

#### Unauthorised Stand Use Charge

The unauthorised stand use charge payable by each Aircraft Operator, shall be:

an amount equivalent to the Aircraft Parking Charge which would apply to an Airbus A300-600 (AB6) for the duration that that Aircraft Operator's Aircraft is Parked at the Airport, per instance in which that Aircraft Operator's Aircraft uses a Stand at the Airport without prior permission from LLA.

#### Technical Wash Charge

The technical wash charge payable by each Aircraft Operator to LLA, shall be:

**£197.75** per Authorised Technical Wash undertaken in respect of that Aircraft Operator's Aircraft at the Airport; and

**£987.62** per Unauthorised Technical Wash undertaken in respect of that Aircraft Operator's Aircraft at the Airport.

#### Marshalling Charge

The marshalling charge payable by each Aircraft Operator (acting by its appointed Groundhandler) to LLA shall be:

**£150.29** for each of that Aircraft Operator's Aircraft Marshalled by LLA at the Airport.

# 3. Operational Charges

## Spillage Charge

---

The spillage charge payable by each Operator to LLA, shall be:

all costs, loss or damage incurred or suffered by LLA (including in respect of clean up, repair of damage and any regulatory fines or third party claims) in connection with the spillage of a Contaminant by that Operator at the Airport; and

**£5,000** if such spillage is not reported to LLA in accordance with the Contaminant reporting procedure set out in the Mandatory Policies.

## Forklift Truck Charges

---

The forklift truck charge payable by each Operator to LLA, shall be:

**£87.00 per hour** (or part thereof) for the provision by LLA to that Operator of a **small sized forklift truck** (with a loading capacity of up to, but not including, 3 metric tonnes) **and a driver** to undertake Forklift Truck Services and

**£130.00 per hour** (or part thereof) for the provision by LLA to that Operator of a **medium sized forklift truck** (with a loading capacity of up to, but not including, 5 metric tonnes) **and a driver** to undertake Forklift Truck Services.

## Staff Supply Charges

---

The staff supply charges payable by each Operator to LLA in respect of LLA's provision of Operational Support to that Operator, shall be:

**£497.20** for the first hour (or part thereof) during which LLA provides a director to assist with the Activities of that Operator and **£994.40** for each subsequent hour (or part thereof);

**£246.34** for the first hour (or part thereof) during which LLA provides a manager to assist with the Activities of that Operator and **£492.68** for each subsequent hour (or part thereof);

**£192.10** per hour (or part thereof) during which LLA provides a supervisor to assist with the Activities of that Operator (subject to a minimum charge of 5 hours, unless LLA specifies that the provision of such staff is necessary on its own initiative); and

**£96.05** per hour (or part thereof) during which LLA provides any other staff to assist with the Activities of that Operator (subject to a minimum charge of 5 hours, unless LLA specifies that the provision of such staff is necessary on its own initiative).



# 4. Training Charges

## Fire Service Training Charges

The fire service training charges payable by each Operator to LLA for the provision of training by LLA's Fire Service to that Operator's Personnel, shall be:

**£81.00** per Participant of the "Manual Handling" course;

**£90.00** per Participant of the "Fire Wardens" course;

**£90.00** per Participant of the "Hot Works" course;

**£59.00** per Participant of the "AED" course;

**£124.00** per Participant of the "First Aid 1 Day" course;

**£335.00** per Participant of the "First Aid 3 Day" course;

**£210.00** per Participant of the "First Aid at Work Revalidation (2 Day)" course;

**£1,706.00** per Participant of the "Compartmental Fire Behaviour Training" course;

**£69.00** per Participant of the "Airline Training" course (subject to a minimum of 4 course Participants);

**£1,791.00** per Participant of the "External Fire Fighting" day course; and

**£1,170.00** per Participant of the "External Fire Fighting" half day course.

# 5. Noise & Track Violation Charges

## Noise Limit Violation Charge

---

The noise limit violation charges payable by each Aircraft Operator to LLA for each of that Aircraft Operator's Aircraft (undertaking a Flight) which breaches the noise violation limit stated below, shall be:

**£1,000** per applicable Aircraft recorded at a Noise Monitoring Station as louder than the day time noise violation limit of 80 decibels between the hours or 07:00 and 22:59 (Local Time); and

**£2,000** per applicable Aircraft recorded at a Noise Monitoring Station as louder than the night time noise violation limit of 79 decibels between the hours or 23:00 and 06:59 (Local Time).

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

## Track Violation Charge

---

The track violation charges payable by each Aircraft Operator to LLA for each of that Aircraft Operator's Aircraft (undertaking a Flight) which commits a Track Violation, shall be:

**£1,000** per applicable Aircraft determined by LLA to have caused a Track Violation between the hours of 07:00 and 22:59 (Local Time); and

**£2,000** per applicable Aircraft determined by LLA to have caused a Track Violation between the hours of 23:00 to 06:59 (Local Time).

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

# 6. Security Compliance Charges

## Security Compliance Charge

---

The security compliance charges payable by each Operator to LLA if that Operator is in breach of a Security Requirement, shall be (in each 12 month period):

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

**£250.00** for each of the **second and third Minor Deficiency** breach by that Operator;

**£500.00** for each of the **fourth and each subsequent Minor Deficiency** breach by that Operator;

**£500.00** for each of the **first, second and third Serious Deficiency** breach by that Operator;

**£2,500.00** for the **fourth and each subsequent Serious Deficiency** breach by that Operator;

**£5,000.00** for each of the first, second and third Deficiency Notice breach by that Operator in connection with a failure to keep secure any Security Restricted Area or any boundary between Airside and Landside;

**£10,000.00** for each of the fourth and each subsequent Deficiency Notice breach by that Operator in connection with a failure to keep secure any Security Restricted Area or any boundary between Airside and Landside a;

**£5,000.00** for the first Deficiency Notice breach by that Operator in connection with the misdirection of Arriving Passengers, to, or through, the Arrival Area; and

**£10,000.00** for each of the second and each subsequent Deficiency Notice breach by that Operator in connection with the misdirection of Arriving Passengers, to, or through, the Arrival Area.

## Aviation Security Services Charges

---

The aviation security charges payable by each Operator to a LLA, shall be:

at such rates as are specified by LLA from time to time, for all access control services training and other ad hoc aviation security services requested by, and provided to, that Operator (including aviation security training); and

**£90.00** per member of that Operator's Personnel undertaking a "National X-Ray Competency Test" administered by LLA.

# 7. Passes & Permit Charges

## Airport ID Charges

---

The airport ID charges payable to LLA by each Operator, shall be:

**£101.70** for each “full airport” ID Pass issued to a member of that Operator’s Personnel;

**£18.10** for each “1-7 day temporary (visitor)” ID Pass issued to a member of that Operator’s Personnel;

**£71.75** for each “1-60 day temporary (employment)” ID Pass issued to a member of that Operator’s Personnel;

**£71.75** for each 30 day extension to a “1-60 day temporary (employment)” ID Pass issued to a member of that Operator’s Personnel;

**£36.00** for each “landside” ID Pass issued to a member of that Operator’s Personnel;

**£92.40** for each renewal of a “full airport” ID Pass (following expiry of such pass) for a member of that Operator’s Personnel;

**£36.00** for each re-issue of a “full airport” ID Pass or a “landside” ID Pass (if such ID Pass is faulty or to amend the details on such ID Pass) to a member of that Operator’s Personnel;

**£36.00** for each ID Pass not returned to LLA by that Operator on the applicable Return Date; and

**£83.62** for each replacement ID Pass issued to a member of that Operator’s Personnel (provided that if a replacement is required to be issued to the same member of that Operator’s Personnel on any subsequent occasion, such charge will increase to £148.00 for the second replacement ID Pass and

£222.00 for the third and each subsequent replacement ID Pass).

## Tools of the Trade Permit Charge

---

The tools of the trade permit charge payable to LLA by each Operator, shall be:

**£23.73** for each “tools of the trade permit” issued to a member of that Operator’s Personnel.

## Travelcard Charges

---

The travelcard charges payable to LLA by each Operator, shall be:

**FOC** for the first travelcard issued to a member of that Operator’s Personnel;

**FOC** for each renewal of a travelcard on expiry of a travelcard issued to a member of that Operator’s Personnel; and

**£22.10** for each replacement travelcard issued to a member of that Operator’s Personnel (provided that if a replacement is required to be issued to the same member of that Operator’s Personnel on any subsequent occasion, such charge will increase to £38.42 for the second replacement travelcard and £57.63 for the third and each subsequent replacement travelcard).

## Airside Vehicle Permit Charges

---

The airside vehicle permit charges payable to LLA by each Operator, shall be:

**£582.00** for the first “airside vehicle permit” issued by LLA to that Operator in respect that Operator’s Vehicles;

**£130.00** for the second and each subsequent “airside vehicle permit” issued by LLA to that Operator in respect of that Operator’s Vehicles; and

**£88.15** for each “airside vehicle permit” issued by LLA to that Operator in respect of each trailer to be towed by that Operator’s Vehicles.

# 8. Staff Car Parking Charges

## Staff Car Parking Charges

---

The staff car parking charges payable to LLA by each Operator, shall be:

**£2,951.00** for each “**Executive Car Park**” car park pass issued to that Operator or a member of that Operator’s Personnel;

**£992.00** for each “**Car Park B**” car park pass issued to that Operator or a member of that Operator’s Personnel;

**£1,398.00** for each “**Executive Car Park – Car Share**” car park pass issued to that Operator or a member of that Operator’s Personnel;

**£466.00** for each “**Car Park B – Car Share**” car park pass issued to that Operator or a member of that Operator’s Personnel;

**£148.00** for each **replacement “Car Park Swipe”** issued to that Operator or a member of that Operator’s Personnel;

**£148.00** for each **temporary “Car Park Swipe” not returned** to LLA by that Operator on its expiry date, or on the date requested by LLA from time to time;

**£56.50** for each **replacement “Car Park Disc”** issued to that Operator or a member of that Operator’s Personnel;

**£56.50** for each **amendment and re-issue of a “Car Park Disc”** issued to that Operator or a member of that Operator’s Personnel; and

**£56.50** for each “**Car Park Disc**” issued to that Operator or a member of that Operator’s Personnel, which is not returned to LLA’s ID Centre within 30 days following its expiry date, or on the date requested by LLA from time to time.

# 9. Cargo Centre Charges

## Content of Cargo Centre Charges

### Export Charges

Export Processing and Handling Charges	18
Amendment to AWB Charges	18
Dangerous Goods Check Charges	18
Security Screening Charges	18
Export Storage Charges	18

### Import Charges

Import Processing and Handling Charges	19
Transshipments Import Processing and Handling Charges	19
Import Storage Charges	19
Transshipment Import Storage Charges	19

## Page

### Additional Charges

Live Animal Charge	20
Presentation of Documentation Charge	20
Air Waybill Charge	20
Data Entry Charges	20
Labelling Charge	20
Special Handling Charge	20
Post Flight Information Charge	20
Imported Aircraft Charge	20
Charges Collect Fee	20

## Page

# 9. Cargo Centre Charges

## Export Charges

### Export Charges

#### Export Processing and Handling Charges

The export processing and handling charges payable to LLA by each Cargo Operator, shall be:

**£0.149** per kilogram of Chargeable Weight of Loose Cargo which is Delivered For Export by, or on behalf, of that Cargo Operator, subject to a minimum charge of **£29.38** per AWB which is applicable to such Cargo;

**£69.72** per Main Deck ULD of Unitised Cargo which is Delivered For Export by, or on behalf, of that Cargo Operator; and

**£35.48** per Lower Deck ULD of Unitised Cargo which is Delivered For Export by, or on behalf, of that Cargo Operator;

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

#### Amendment to AWB Charges

The amendment to AWB charges payable to LLA by each Cargo Operator, shall be:

**£63.62** for each AWB which LLA amends at the request of that Cargo Operator prior to the Departure of the Aircraft undertaking the relevant Exporting Flight; and

**£127.24** for each AWB which LLA amends at the request of that Cargo Operator following the Departure of the Aircraft undertaking the relevant Exporting Flight.

#### Dangerous Goods Check Charges

The dangerous goods check charges payable to LLA by each Cargo Operator, shall be:

**£57.63** for the first 10 UN Numbers checked and noted on the DGD applicable to Dangerous Goods which are Delivered For Export by, or on behalf, of that Cargo Operator;

**£2.69** for each additional UN Number (in excess of 10 UN Numbers) checked and noted on the DGD applicable to Dangerous Goods which are Delivered For Export by, or on behalf, of that Cargo Operator;

**£2.69** for each Piece of Dangerous Goods (in excess of 10 Pieces of Dangerous Goods) checked and noted on the DGD applicable to such Dangerous Goods which are Delivered For Export by, or on behalf, of that Cargo Operator; and

**£122.00** for each AWB applicable to Cargo containing Dangerous Goods which is Delivered For Export by, or on behalf, of that Cargo Operator, without a correct DGD;

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

#### Security Screening Charges

The security screening charges payable to LLA by each Cargo Operator, shall be:

**£0.137** per kilogram of Chargeable Weight of Insecure Cargo which is Delivered For Export by, or on behalf, of that Cargo Operator which undergoes one Screening Process, subject to a minimum charge of **£19.46** per AWB which is applicable to such Insecure Cargo; plus an additional

**£0.137** per kilogram of Chargeable Weight of Insecure Cargo which is Delivered For Export by, or on behalf, of that Cargo Operator which undergoes two or more Screening Processes, subject to a minimum charge of **£67.80** per AWB which is applicable to such Insecure Cargo;

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

#### Export Storage Charges

The export storage charges payable to LLA by each Cargo Operator, shall be:

FOC for the first 48 hours of LLA storing Cargo which is Delivered For Export by, or on behalf, of that Cargo Operator; and thereafter

**£0.149** per kilogram of Chargeable Weight of such Cargo per day, subject to a minimum charge of **£19.46** per AWB which is applicable to such Cargo per day;

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

# 9. Cargo Centre Charges

## Import Charges

### Import Processing and Handling Charges

The import processing and handling charges payable to LLA by each Cargo Agent, shall be:

**£0.216** per kilogram of Chargeable Weight of Loose Cargo which is Imported by a Cargo Operator on behalf of that Cargo Agent, subject to a minimum charge of **£52.23** per AWB which is applicable to such Cargo; and

**£0.149** per kilogram of Chargeable Weight of Unitised Cargo which is Imported by a Cargo Operator on behalf of that Cargo Agent, subject to a minimum charge of **£52.23** per AWB which is applicable to such Cargo;

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

### Transshipments Import Processing and Handling Charges

The transshipments import processing and handling charges payable to LLA by each Cargo Operator, shall be:

**£0.149** per kilogram of Chargeable Weight of Loose Transshipment Cargo which is Imported by that Cargo Operator, subject to a minimum charge of **£52.23** per AWB which is applicable to such Cargo; and

**£0.1243** per kilogram of Chargeable Weight of Unitised Transshipment Cargo which is Imported by that Cargo Operator, subject to a minimum charge of **£52.23** per AWB which is applicable to such Cargo.

### Import Storage Charges

The import storage charges payable to LLA by a Cargo Agent, shall be:

FOC for the first 48 hours of LLA storing Cargo which has been Imported by a Cargo Operator for that Cargo Agent, and thereafter;

**£0.1243** per kilogram of Chargeable Weight of such Imported Cargo per day, subject to a minimum charge of **£19.46** per AWB which is applicable to such Cargo per day;

provided that:

a) the import storage charges for Personal Effects shall be FOC for the first 96 hours of LLA storing such Personal Effects which has been Imported by a Cargo Operator for that Cargo Operator, and thereafter; and **£0.1243** per kilogram of Chargeable Weight of such Imported Cargo per day, subject to a minimum charge of **£19.46** per AWB applicable to such Cargo per day;

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

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

### Transshipment Import Storage Charges

The import storage charges payable to LLA by a Cargo Operator in respect of Transshipment Cargo, shall be:

FOC for the first 48 hours of LLA storing Transshipment Cargo which has been Imported by that Cargo Operator, and thereafter;

**£0.1266** per kilogram of Chargeable Weight of such Imported Transshipment Cargo per day, subject to a minimum charge of **£19.91** per AWB which is applicable to such Transshipment Cargo per day;

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



# 9. Cargo Centre Charges

## Additional Charges

### Live Animal Charge

---

The live animal charges payable to LLA by each Cargo Operator, shall be:

£27.57 per AWB applicable to live animal Cargo which is Exported by that Cargo Operator.

### Presentation of Documentation Charge

---

The presentation of documentation charge payable to LLA by each Cargo Operator, shall be:

**£28.36** per document presented to Border Force by LLA at the request of that Cargo Operator;

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

### Air Waybill Charge

---

The air waybill charge payable to LLA by each Cargo Operator, shall be:

**£22.49** per AWB (in respect of Cargo which is Exported by that Cargo Operator) which is processed and submitted by LLA to Border Force.

### Charges Collect Fee

---

The charges collect fee payable to LLA by each Operator, shall be:

the Collect Fees plus 5% applicable to the Cargo being collected by that Operator; subject to a **minimum charge of £3.39** per AWB applicable to such Cargo.

### Data Entry Charges

---

The data entry charges payable to LLA by each Cargo Operator, shall be:

**£3.19** for the details of each HAWB or MAWB which are entered into the ICS by LLA at the request of that Cargo Operator; and

**£73.45** for the details of each Transit Document which are entered into the NCTS by LLA at the request of that Cargo Operator (and the provision of the corresponding “movement reference number” by LLA to that Cargo Operator).

### Labelling Charge

---

The labelling charge payable to LLA by each Cargo Operator, shall be:

**£2.21** per label which, at the request of that Cargo Operator, is attached by LLA to Cargo Imported, or to be Exported, by that Cargo Operator.

### Special Handling Charge

---

The special handling charge payable to LLA by each Cargo Operator, shall be:

**£217.30** per AWB applicable to Cargo which is Imported, or to be Exported, by that Cargo Operator which, at the request of that Cargo Operator, LLA processes and handles with additional care.

### Post Flight Information Charge

---

The post flight information charge payable to LLA by each Cargo Operator, shall be:

**£4.94** per email sent by LLA, on request by that Cargo Operator (or an agent of that Cargo Operator), to that Cargo Operator (or an agent of that Cargo Operator), to confirm that one or more Pieces of Cargo has departed the Airport on an Aircraft undertaking an Exporting Flight.

### Imported Aircraft Charge

---

The imported aircraft charge payable to LLA by each Cargo Agent, shall be:

£0.0033 per kilogram in weight of the Imported Aircraft which is imported into the United Kingdom by an Aircraft Operator for that Cargo Agent, subject to a minimum charge of £30.06 and a maximum charge of £101.59 per Imported Aircraft.

### Out of Hours in-flight Supplies Screening Charges

---

The out of hours in-flight supplies security screening charges payable to LLA by each Operator, shall be:

**£104.52 per hour, or part hour**, during which LLA (or a third party appointed by LLA) undertakes security screening of that Operator’s goods (other than Cargo) between the hours of 16:00 and 04:00 in the Cargo Centre (“Out of Hours Screening”) subject to a **minimum charge of 2 hours per day** on which LLA undertakes such Out of Hours Screening.

# 10. Terms of Use

## 1. Definitions and Interpretation

### 1.1. Definition of Terms

In these CCU the following expressions have the following meanings:

Access Agreement has the meaning set out in clause 6.8.2;

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

ACL means Airport Coordination Limited (company number 02603583);

Activities means:

- a. all activities or operations carried on by the relevant person at the Airport from time to time (including operating Flights, manoeuvring and parking Aircraft, providing Groundhandling Services, operating concessions, providing motor transport services to third parties, or providing any other goods or services to any third party at the Airport);
- b. all activities undertaken by the relevant person (whether or not at the Airport) in connection with the performance of an Operator Agreement; and
- c. the supply of goods and/or services by the relevant person to LLA (whether or not at the Airport) from time to time;

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

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

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

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

Aircraft Charges means the Charges set out in Section 2 (Aircraft Charges) and Section 9 (Cargo Centre Charges);

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

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

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

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

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

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

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

- a. the use of Airport infrastructure for the purpose of Take-off, Landing, Parking, storing or maintaining Aircraft;
- b. the provision of services (including waste collection, cargo groundhandling, storage and processing services and IT services, service equipment and software), goods, storage, infrastructure or facilities at the Airport to the relevant Operator, the relevant Operator's Personnel or in connection with any of that Operator's Aircraft; or
- c. the provision of goods or services to the relevant Operator outside of the Airport (including the hire of equipment, sale of goods or provision of training services);

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

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

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

Airside Vehicle Operator means an Operator whose Workers drive Vehicles in Airside locations at the Airport;

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

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

Appointed Groundhandler has the meaning set out in clause 15.20.1;

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

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

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

# 10. Terms of Use

glycol) used to de-ice Aircraft at the Airport;

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

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

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

Arrival Area means:

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

Arriving Flight means a Flight which Lands;

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

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

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

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

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

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

AWB means an air waybill in respect of the relevant Cargo (or such other relevant transport documentation as LLA may specify from time to time);

Baggage means the luggage items of Passengers which are carried by an Aircraft during a Flight;

Billing Information has the meaning set out in clause 15.10;

Border Force means the government agency responsible for immigration and customs control in the United Kingdom at the then current time;

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

CAA means the Civil Aviation Authority;

Capacity means the total number of Departing Passengers which are capable of being lawfully Carried on the relevant Aircraft (as determined at the discretion of LLA);

Cargo means all goods (except for Baggage) which have, or will be, carried by an Aircraft during a Flight whether for reward or not, including, but not limited to all mail, animals, engineering spares and Operator (or other) stores;

Cargo Agent means the Operator responsible for arranging the Import of the relevant Cargo (including air freight agents and individuals who arrange for the transport of Cargo for their own benefit);

Cargo Aircraft means an Aircraft which has Carried or is scheduled to Carry Cargo;

Cargo Centre means LLA's "cargo centre" located at the Airport;

Cargo Manifest means a complete and accurate manifest in respect of the Cargo being Carried on the relevant Cargo Aircraft;

Cargo Operator means an Operator of one or more Cargo Aircraft;

Carried means the relevant Passenger or Cargo being carried on board an Aircraft undertaking a Flight (and "Carry" shall be construed accordingly);

CCTV Camera means a closed circuit television camera of such specification as LLA may specify in writing to the relevant Operator from time to time;

Cessation Date means the later of:

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

Chapter 2 Aircraft means an Aircraft which is categorised in accordance with Chapter 2 of Part II, Volume 1 of Annex 16 to the Convention on International Civil Aviation (and as may be specified on the Noise Certificate applicable to that Aircraft);

Chapter 14 Aircraft means an Aircraft which is categorised in accordance with Chapter 14 of Part II, Volume 1 of Annex 16 to the Convention on International Civil Aviation (and as may be specified on the Noise Certificate applicable to that Aircraft);

Chargeable Weight means the greater of:

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

Charges means the then current Standard Tariff (subject to any express variation by any relevant Operator Agreement) and all relevant Operator Agreement Charges;

CHIEF means HM Revenue & Customs' "Customs Handling of Import and Export Freight" system (or such replacement system nominated by HM Revenue & Customs from time to time);

# 10. Terms of Use

Collect Cargo means such Cargo (as is specified in the relevant AWB) in respect of which the carriage charges payable to the Cargo Operator (which Imports such Cargo) by a third party are to be paid to LLA (on collection of such Cargo by, or on behalf of, that third party) and thereafter paid by LLA to the relevant Cargo Operator;

Collect Fees means the “Total Collect” fees set out in the AWB applicable to the relevant Cargo, converted into pounds sterling by LLA (utilising such exchange rate calculator as LLA determines from time to time and based on a rate of exchange applied by such exchange rate calculator on the day the relevant Cargo is Imported to the Airport);

Commencement Date: means the earlier of:

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

Concession means a third party’s operation of a commercial enterprise at the Airport with the agreement of LLA;

Concession Area means an area at the Airport which is leased or licenced to an Operator by LLA from time to time (in accordance with an Operator Agreement) in connection with the operation of a Concession;

CCU means all sections of these Charges & Conditions of Use 2023 including the terms and conditions set out in this Section 10, as varied by LLA from time to time;

Contact Details means the relevant person’s name and at least two of that person’s email address, telephone number or postal address;

Contaminant means any hazardous substances (including, without limitation, any natural or artificial substance), whether solid, liquid or gas, which alone or in combination with any other substance is capable of causing harm to a person, wildlife or is damaging to the Environment;

Contamination means the presence or accumulation of any Contaminant at, in, on, over or under the Airport or the surrounding areas;

Control means any time that the relevant person (including a Passenger, Customer or Invitee) is:

- a. being Escorted, or required to be Escorted (in accordance with the Security Requirements), at the Airport by the relevant Operator; or
- b. is present in a Vehicle, Concession Area, Aircraft or Leased Area operated by the relevant Operator;

Coordinated Airport means an airport which is designated as a “Level 3 Airport” in accordance with IATA’s Worldwide Slot Guidelines;

Critical Operations means any Activities undertaken by the relevant Operator which LLA considers to be essential to the effective, safe or secure operation of the Airport from time to time (including all Groundhandling Services);

Customer means any actual or prospective customer of the relevant Operator who attends the Airport (whether or not that person purchases goods or services from that

Operator);

Customs Warehouse means a storage facility approved for use as a customs warehouse by HM Revenue and Customs at the then current time;

Dangerous Goods means all Cargo which is within the definition of “dangerous goods” in accordance with the “Dangerous Goods Regulations” published by IATA from time to time;

Data Protection Requirements means the prevailing Applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

Data Subject means an individual who is the subject of Personal Data;

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

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

Delivered For Export means the delivery of Cargo to the Airport by, or on behalf of, the relevant Cargo Operator for the intended purpose of Exporting such Cargo (whether or not such Export takes place);

Departing Flight means a Flight which Takes-off;

Departing Passenger means a Passenger who departs the Airport on an Aircraft undertaking a Flight;

Departure means the time and date on which the relevant Aircraft Takes-off to undertake a Flight;

Departures Briefing means the “departures briefing” document of that name issued and updated by LLA from time to time;

Departure Gate means:

- a. in respect of the Public Terminal, the relevant departure gate exit designated (by LLA from time to time) for the use of Departing Passengers to leave the Public Terminal to board the relevant Aircraft; and
- b. in respect of a Private Terminal, the relevant exit designated (by the relevant FBO from time to time) for the use of Departing Passengers to leave that Private Terminal for the purpose of boarding the relevant Aircraft;

Designated Operator means each Operator LLA designates from time to time as being required to use the services of an Approved Waste Collector to dispose of its Operator Waste;

DfT means the Department for Transport;

DGD means a “Shippers Declaration for Dangerous Goods” in such form as is issued by IATA at the then current time;

Dimensions means the length of an aircraft and the fuselage width (measured at the longest part of that dimension) of an aircraft;

# 10. Terms of Use

Dismiss means the relevant Operator terminating the employment or engagement of the relevant Worker (and “Dismissal” shall be construed accordingly);

Disqualifying Conviction means a conviction for one or more of the criminal offences which is specified by the DfT or the CAA from time to time as disqualifying an individual from obtaining, or continuing to hold, a pass permitting access to an airport in the United Kingdom;

Diverted Flight means a Flight undertaken by a Fixed Wing Aircraft which has not been allocated a Slot and which is diverted by ATC to Land;

DWS means a deadload weight statement in respect of the relevant Cargo;

Effective Date means the effective date set out at the beginning of these CCU;

Emergency Details means the names, usual business addresses, business landline and mobile telephone numbers and business email addresses of at least two of the relevant Operator's key personnel designated by that Operator to liaise with LLA at all times (day or night) about emergencies, security, operational or financial matters in connection with that Operator's Activities at the Airport.

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

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

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

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

Engine NOx LTO Figure means:

- a. in respect of an engine on a Fixed Wing Aircraft which is propelled by one or more jet engines:
  - i. the “NOx LTO Total mass (g)” figure specified for the relevant engine in the ICAO Emissions Databank; or
  - ii. if no “NOx LTO Total mass (g)” figure is specified for the relevant engine in the ICAO Emissions Databank, 454 grammes,
- b. in respect of an engine on a Fixed Wing Aircraft propelled by one or more piston engines, 48 grammes;
- c. in respect of an engine on a Helicopter with a MTOW up to 4,000 kilograms, 485 grammes;
- d. in respect of an engine on a Helicopter with a MTOW over 4,000 kilograms, 845 grammes;

- e. in respect of an engine on a Fixed Wing Aircraft which is propelled by one or more turboprop engines, 845 grammes; and
- f. in respect of an engine on any other Aircraft, such amount as LLA may reasonably determine from time to time (provided that if the information specified in clause 15.8.8 is not provided to LLA, LLA may determine that the applicable Engine NOx LTO Figure shall be equivalent to the highest Engine NOx applicable to an engine which is capable of being used in conjunction with such Aircraft);

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

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

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

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

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

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

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

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

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



# 10. Terms of Use

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

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

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

as identified by the applicable Flight Number;

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

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

Flight Number means the flight number assigned to a Flight by the relevant Aircraft Operator;

Fixed Wing Aircraft means an Aircraft which is a "fixed wing aircraft" (as determined at the discretion of LLA from time to time);

Fixed Wing Operator means the Aircraft Operator which manages and operates the relevant Fixed Wing Aircraft;

FOC means no charge shall be payable by the relevant Operator to LLA for the relevant Airport Service;

Force Majeure Event means any event or circumstances beyond the reasonable control of the relevant party which prevents, hinders or delays the performance that party's obligations in accordance with these CCU or any relevant Operator Agreement, including (but not limited to) acts or restraints of governments or public authorities; war, revolution, riot or civil commotion, acts or threats of terrorism; intervention of any domestic, European or international governmental or regulatory body or court; blockage or embargo; strikes, lock-outs or other industrial action or dispute; failure of a utility service or transport network, failure or contamination of supplies of power, fuel, transport, equipment or other goods or services, act of God, war, riot, civil commotion, acts or threats of terrorism, malicious damage, national emergency, airport incident (including incidents requiring closure of the runway, taxiway, apron or terminal), epidemic, pandemic, medical emergency, diversion of aircraft, intervention of any domestic, European or international governmental or regulatory body or court, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, weather, fire, flood, storm, explosion, corrosion, radiation, contamination, natural disaster or default of suppliers;

Forklift Truck Services means the provision of a driver and forklift truck by LLA to

undertake such activities at the Airport on behalf of the relevant Operator as LLA may agree from time to time;

GA Aircraft means (a) an Aircraft which is operated for private purposes and not for the provision of scheduled passenger transport services made generally available to the public (as determined at LLA's discretion from time to time) or (b) an Aircraft of an Operator in connection with which that Operator receives FBO Groundhandling Services; GA Clients means such of the GA Operators which are provided with, or otherwise utilise, the FBO Groundhandling Services of the relevant FBO;

GA Crew means the persons engaged (by, or on behalf, of a GA Client of the relevant FBO) to operate, and provide services on board, a GA Aircraft during a Flight;

GA Passenger means each Passenger of a GA Operator who is provided with, or otherwise utilises, the FBO Passenger Services of the relevant FBO;

GA PRM Passenger means each GA Passenger who is a PRM;

GA Operator means the Operator of a GA Aircraft;

Groundhandler means each Operator (including each FBO) or Aircraft Operator licensed by LLA (in accordance with clause 4) from time to time to undertake the Groundhandling Services at the Airport;

Groundhandling Infringement means the relevant Aircraft Operator's Aircraft undertaking a Movement at a time when that Aircraft Operator does not have an Appointed Groundhandler at the Airport;

Groundhandling Services means all groundhandling services required to safely operate an Aircraft at the Airport in accordance with the Mandatory Policies and any instructions issued by ATC or LLA (or its appointed representatives) from time to time which may include (but shall not be limited to):

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

# 10. Terms of Use

Group means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

Hangar means a building at the Airport utilised for the purpose of storing, or undertaking maintenance on, Aircraft;

HAWB means a house air waybill in respect of the relevant Cargo;

Helicopter means an Aircraft which is a “helicopter” (as determined at the discretion of LLA from time to time);

IATA means the International Air Transport Association;

ICAO means the International Civil Aviation Organization;

ICS means HM Revenue & Customs’ “Import Control System” (or such replacement system nominated by HM Revenue & Customs from time to time);

ID Pass means an Airport security identification pass issued by LLA to the relevant member of the relevant Operator’s Personnel;

ID Pass Holder means a person who holds a current valid ID Pass which permits access to the relevant Security Restricted Area;

ID Pass Suspension has the meaning given in clause 13.1.2;

ILS Calibration means a Flight undertaken by a Fixed Wing Aircraft for the purpose of checking the calibration of the flight navigation systems at the Airport;

Import means the relevant Cargo being Carried on the relevant Cargo Operator’s Aircraft whilst that Aircraft undertakes a Flight that arrives at the Airport (and “Imported” shall be construed accordingly);

Imported Aircraft means an Aircraft which is flown to the Airport for the purposes of being imported into the United Kingdom (which is not handled by LLA, but which is logged by LLA on CHIEF as having been imported into the United Kingdom);

Insecure Cargo means all Cargo which must be screened by a regulated agent before being loaded onto an Aircraft in accordance with article 6.1 of the European Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015;

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

Invitees means any third party permitted, or invited, to access the Airport by the relevant Operator other than its Workers, Customers or Subcontractors;

Key Personnel means such of the relevant Operator’s Personnel who are designated by

that Operator from time to time to act as the principal points of contact to respond to all communications between LLA and that Operator in respect of that Operator’s Activities;

Landing means an Aircraft landing at a runway or a helipad at the Airport after being airborne (and “Land” shall be construed accordingly);

Landside means the parts of the Airport which are not located Airside;

Last Day means the last date on which the relevant Attendee attends the Airport in connection with the relevant Operator’s Activities;

LLA means London Luton Airport Operations Limited, a company registered in England and Wales (company registration number 03491213) whose registered office address is Percival House, 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU;

LLA Materials means all documents, information, equipment, tools and materials provided by LLA to the relevant Operator in connection with these CCU or each relevant Operator Agreement, including all ID Passes, access passes, plans, reports, policies and procedures;

LLA’s Manager means such person who is appointed by LLA from time to time to act as LLA’s manager in connection with the relevant Operator’s Activities at the Airport;

Leased Area means any area at the Airport which has been leased to an Operator by LLA;

Leased Parking Area means any area at the Airport which has been leased to an Operator by LLA for the purpose of permitting Aircraft to park there (under the supervision and control of such Operator);

Leased Parking Area Operator means the relevant Operator to which the relevant Leased Parking Area has been leased by LLA;

Licensed Area means any area at the Airport which has been licensed by LLA to an Operator for that Operator’s non-exclusive use;

Local Time means the then current time in the United Kingdom;

Loose means all Cargo which is either:

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

Lower Deck ULD means a ULD which is loaded onto the lower deck of the relevant Cargo Aircraft;

Main Deck ULD means a ULD which is loaded onto the main deck of the relevant Cargo Aircraft;

Mandatory Policies means all policies, operations manuals, byelaws, procedures, guides, briefing requirements, regulations, instructions, notices, terms, signs, conditions or directives issued or published by LLA (or otherwise displayed at the Airport) from time to time that may be relevant to the performance of the relevant Operator’s (i) obligations under these CCU, (ii) obligations under any relevant Operator Agreement or (iii) operations

# 10. Terms of Use

at the Airport from time to time, including:

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

Marshalled means an Aircraft being visually directed on to a Stand by a person situated on the Apron (and "Marshall" and "Marshalling" shall be construed accordingly);

Marshalling Services means LLA Marshalling an Aircraft Operator's Aircraft if so requested by ATC from time to time (for whatever reason, including in the event that the Aircraft Operator's Appointed Groundhandler has failed to Marshall such Aircraft);

MAWB means a master air waybill in respect of the relevant Cargo;

Method Statement means a document setting out the how the relevant Activities will be carried out in a safe manner (including a detailed description of how the relevant Activities will be carried out and the precautions which must be taken in the course of carrying out such Activities);

Movement means, each of:

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

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

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

MTOW means the "maximum take-off weight" specified in the Noise Certificate applicable to the relevant Aircraft;

NATS means NATS (Services) Limited (company number 4129270);

NCTS means HM Revenue & Customs' "New Computerised Transit System" (or such replacement system nominated by HM Revenue & Customs from time to time);

Noise Certificate means the noise certification documentation issued by the relevant State of Registry in respect of an aircraft in accordance with the Convention on

International Civil Aviation, Volume 1 of Annex 16, Attachment G. Guidelines for the Administration of Noise Certification Documentation;

Noise Control Scheme means the noise control scheme document of that name issued and updated by LLA from time to time;

Noise Monitoring Station means one of the aircraft noise monitoring stations LLA has in place from time to time on the path of a Noise Preferential Route;

Noise Preferential Route means each of the noise preferential routes set out in the Departures Briefing;

Non-Aircraft Charges means all Charges which are not Aircraft Charges;

Non-Chapter 14 Aircraft means an Aircraft which is not a Chapter 14 Aircraft;

Notified Flight means a Flight in respect of which the Aircraft Operator operating such Flight (or an appointed representative) has:

- a. informed LLA prior to the Flight (in such form and by such means as is specified by LLA from time to time) of the number of PRM Passengers being Carried on the Aircraft undertaking that Flight; and
- b. adhered to its obligations in accordance with clause 15.26 to 15.30;

Off-Block Time means the time that the relevant Aircraft starts moving away from a Stand for the purposes of manoeuvring for Take-off;

On-Block Time means the time that the relevant Aircraft comes to a complete stop at a Stand following that Aircraft Landing;

Operational Areas means such areas of the Airport as LLA may specify from time to time (including each Concession Area and any other area specified in any relevant Operator Agreement) which the relevant Operator may access for the purposes of undertaking its Activities;

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

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



# 10. Terms of Use

Operational Support has the meaning set out in clause 12.2;

Operator means each person who:

- a. carries out Activities (other than LLA or a bona fide Visitor); or
  - b. is provided Airport Services (other than as a bona fide Passenger); or
- Operator Agreement a separate written agreement between LLA and the relevant Operator (including any Access Agreement, Supplier Contract, agreement by LLA to provide goods or services to the Operator, or any contract which is formed in consequence of an Operator accepting an order placed by LLA (for goods and/or services) which is expressly made subject to LLA's standard "terms of purchase of goods and/or services");

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

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

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

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

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

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

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

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

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

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

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

- a. attending the Airport as a bona fide Visitor,
- b. undertaking any of the Permitted Taxi Activities; or

- c. providing Aircraft Operator Services in connection with an Ad-Hoc Flight;

Permitted Taxi Activities means an Operator of either:

- a. a licensed taxi or minicab dropping off passengers; or
  - b. a pre-booked licensed taxi or mini cab picking up passengers;
- within the Airport's surface vehicle "drop-off zone" (as designated by LLA from time to time);

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

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

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

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

Police Services Charge means the "police services charge" set out in Section 2 of these CCU (or, where the context requires, the "police services charge" set out in any version of LLA's "charges and conditions of use" which precedes, or is subsequent, to these CCU);

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

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

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

PRM Airport Services means the services provided by, or on behalf of, LLA to PRM

Passengers in accordance with the PRM Regulations;

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

PRM Information means:

- a. the relevant PRM Passenger's name;
- b. the "special service request" ("SSR") code (published by IATA in its "Enhanced and Simplified Distribution Guide" from time to time) applicable to the relevant PRM Passenger
- c. the name of the Aircraft Operator operating the relevant Flight booked by the relevant PRM Passenger;
- d. the Flight Number applicable to the relevant Flight booked by the relevant PRM Passenger;
- e. the scheduled Off-Block Time applicable to the relevant Flight booked by the relevant PRM Passenger (if that Flight is a Departing Flight);
- f. the scheduled On-Block Time applicable to the relevant Flight booked by the relevant PRM Passenger (if that Flight is an Arriving Flight);

# 10. Terms of Use

- g. the length, width and height dimensions of any mobility aids required to assist the relevant PRM Passenger to travel through the Airport;
- h. if the relevant PRM Passenger intends to travel with an Assistance Dog on the relevant Flight booked by that PRM Passenger (if that Flight is an Arriving Flight), Proof Of Training in respect of that Assistance Dog; and
- i. any additional information or requests submitted by, or on behalf of, the relevant PRM Passenger in respect of the PRM Passenger's assistance requirements at the Airport;

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

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

PRM Provider has the meaning given in clause 15.25;

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

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

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

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

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

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

Return Date has the meaning set out in clause 13.3.8;

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

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

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

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

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

Security Requirements has the meaning set out in 11.1.1.1;

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

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

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

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

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

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

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

Staff Shortage has the meaning set out in clause 12.1;

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

Standard Tariff means

- a. LLA's standard charges for the provision of Airport Services at the Airport as further set out in Section 2 (Aircraft Charges); Section 3 (Operational Charges), Section 4 (Training Charges), Section 5 (Noise & Track Violation Charges), Section 6 (Security Compliance Charges), Section 7 (Passes & Permit Charges), Section 8 (Staff Car Parking Charges), Section 9 (Cargo Centre Charges); and
- b. such other amounts as are, or may become, payable by each Operator (in connection its Activities at the Airport) under these CCU, the Mandatory Policies or as otherwise specified by LLA from time to time;

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

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

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

# 10. Terms of Use

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

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

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

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

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

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

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

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

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

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

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

Trade Marks means all trade marks, copyright and related rights, moral rights, trade marks and service marks, business names, trading names and domain names, owned by, or licenced to, the relevant Operator from time to time;

Transfer Passenger means a Passenger who arrives at the Airport on one Aircraft and departs from the Airport on another Aircraft;

Transshipment Cargo means Cargo which is Imported and which is to be transported directly to another Customs Warehouse;

Transit Passenger means a Passenger who arrives at the Airport on an Aircraft and departs from the Airport on the same Aircraft;

ULD means a unit load device container used for the purpose of storing Cargo;

Unauthorised Technical Wash means a Technical Wash which is not an Authorised Technical Wash;

Uncollected Cargo means Cargo which:

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

Unitised means Cargo which is:

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

Unnotified Flight means any Flight which is not a Notified Flight;

UN Number means the identification number assigned to a type or category of Dangerous Goods

Unrecovered Police Services Costs means any costs incurred by LLA in connection with public policing of the Airport during the relevant period, which LLA has not recovered (for whatever reason) through the receipt of Police Services Charges during the same period;

Utilities means any utilities, power, or fuel (including the supply of electricity, gas, water, diesel, petrol hydrotreated vegetable oil, telephone services, internet services and wi-fi access) supplied by LLA or a third party to the relevant Operator at the Airport from time to time;

Vehicle means a motor vehicle (not including an Aircraft) operated by the Personnel of an Operator at the Airport from time to time;

Volumetric Weight means the notional weight in kilograms of Cargo based on its volume which shall be calculated by:

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

Visitor: means each person, who:

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

Winter Season means each period commencing on the last Sunday in October and ending on the last Saturday in the following March;

Workers means each person who attends the Airport from time to time and is:

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

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

- 1.2. Headings are for ease of reference only and shall not affect the interpretation of these CCU.
- 1.3. Each other Section to these terms forms part of these CCU and shall have effect as if set out in full in the body of these terms. Any reference to these terms includes the other Sections in these CCU.
- 1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

# 10. Terms of Use

- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  - 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  - 1.7. These terms shall be binding on, and enure to the benefit of, the parties to these terms and their respective personal representatives, successors and permitted assigns (including a successor operator of the Airport), and references to any party shall include that party's personal representatives, successors and permitted assigns.
  - 1.8. References to any statute, statutory instrument, regulation, bye-law or other requirement of the laws of England and Wales is to be construed as a reference to that statute or statutory instrument, regulation, bye-law or other requirement of the laws of England and Wales as the same may have been, or may from time to time be, amended, re-enacted or superseded.
  - 1.9. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  - 1.10. A reference to writing or written shall not include fax (but will include email).
  - 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  - 1.12. Any obligation expressed as an obligation of the Personnel of a party includes an obligation on that party to procure the performance of that obligation.
  - 1.13. Unless the context otherwise requires, references to Sections are to the sections of these CCU.
  - 1.14. References to clauses are to the clauses of this Section 10 and references to paragraphs are to paragraphs of the other relevant Section.
  - 1.15. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - 1.16. A reference to an Aircraft Operator (acting by its appointed Groundhandler) or by its appointed Groundhandler shall include an obligation on both the relevant Aircraft Operator and Groundhandler to ensure the relevant obligation is performed.
2. Operator Agreements
    - 2.1. No Operator may attend the Airport (except to carry out the Permitted Activities):
      - 2.1.1. without maintaining in place one or more Operator Agreements permitting or requiring that Operator to undertake its Activities at the Airport; or
      - 2.1.2. for any purpose other than to undertake its Activities permitted in accordance with a relevant Operator Agreement;  
unless otherwise agreed in writing by LLA from time to time.
3. Charges, Invoicing & Payment
    - 3.1. Subject to the provisions of the Airport Charges Regulations 2011, clause 3.15, clause 4 and the terms of any relevant Operator Agreement:
      - 3.1.1. in consideration for the provision of Airport Services, and the right to undertake its Activities at the Airport, each Operator shall pay to LLA the then current prevailing Charges (calculated at LLA's sole discretion);
      - 3.1.2. LLA may vary the Standard Tariff (or introduce additional charges) at any time by updating these CCU (and publishing a copy on [www.london-luton.co.uk](http://www.london-luton.co.uk)) without prior notice to each Operator (unless otherwise required in accordance with any Applicable Law);
      - 3.1.3. in respect of Aircraft Charges:
        - 3.1.3.1. each Aircraft Operator (acting by its appointed Groundhandler) shall provide to LLA (by email to such email address as LLA may specify from time to time) the Flight Details applicable to each of its Flights at least 72 hours in advance of the Landing of the relevant Aircraft undertaking such Flight;
        - 3.1.3.2. at LLA's discretion, LLA may estimate some or all of applicable Aircraft Charges to be incurred by the relevant Aircraft Operator to LLA in accordance with the relevant Flight Details and any other information available to LLA ("Estimated Aircraft Charges") and issue to the relevant Aircraft Operator an initial invoice setting out the Estimated Charges in advance ("Initial Invoice");
        - 3.1.3.3. the Estimated Aircraft Charges set out in an Initial Invoice, shall be paid by the relevant Aircraft Operator to LLA on the earlier of:
          - 3.1.3.3.1. the date prior to the date on which the Aircraft (to which the Estimated Aircraft Charges relate) Lands;  
or
          - 3.1.3.3.2. within 14 days following the date of that Initial Invoice;
        - 3.1.3.4. if LLA has issued an Initial Invoice to an Aircraft Operator, LLA shall within 30 days of the Departure of the Aircraft (to which the Estimated Aircraft Charges relate) calculate the Actual Aircraft Charges incurred by that Aircraft Operator in connection with that Aircraft in accordance with such operational data as is obtained by LLA ("Actual Aircraft Charges"), and:
          - 3.1.3.4.1. in the event that LLA determines that the applicable Actual Aircraft Charges exceed the applicable Estimated Aircraft Charges:
            - 3.1.3.4.1.1. LLA shall issue a final invoice to the relevant Aircraft Operator setting out the applicable Actual Aircraft Charges

# 10. Terms of Use

- and set out in an accompanying email the amount by which the applicable Actual Aircraft Charges exceeds the applicable Estimated Aircraft Charges (“Underpaid Balance”); and
- 3.1.3.4.1.2. each Underpaid Balance shall be payable by the relevant Aircraft Operator to LLA within 48 hours following the date on which the relevant final invoice is issued; or
- 3.1.3.4.2. in the event that LLA determines that the applicable Estimated Aircraft Charges exceed the applicable Actual Aircraft Charges:
  - 3.1.3.4.2.1. LLA shall issue a final invoice to the relevant Aircraft Operator setting out the applicable Actual Aircraft Charges and set out within an accompanying email the amount by which the applicable Estimated Aircraft Charges exceed the applicable Actual Aircraft Charges (“Overpaid Balance”);
  - 3.1.3.4.2.2. on receipt of such final invoice, the relevant Aircraft Operator shall provide LLA with that Aircraft Operator’s bank account details for the purpose of LLA making payment of the applicable Overpaid Balance; and
  - 3.1.3.4.2.3. on receipt of such bank account details, LLA shall pay to the relevant Aircraft Operator the applicable Overpaid Balance within 30 days;
- 3.1.4. except for any Charges invoiced in accordance with clause 3.1.3, or as otherwise specified in accordance with a relevant Operator Agreement:
  - 3.1.4.1. all Charges shall accrue from day to day and may be invoiced by LLA to each relevant Operator at any time in arrears; and
  - 3.1.4.2. all such invoices shall be paid by the relevant Operator to LLA within:
    - 3.1.4.2.1. the period specified on the relevant invoice for payment; or
    - 3.1.4.2.2. if no period is specified on the relevant invoice for payment, 14 days following the date of the relevant invoice; and
  - 3.1.5. time is of the essence for all Operator Payments.
- 3.2. Without prejudice to each Aircraft Operator’s liability to LLA as principal obligor in respect of the payment of the Charges in accordance with clause 3.1, each such Aircraft Operator may appoint a Groundhandler to satisfy the payment of some or all of the Charges on behalf of the Aircraft Operator to LLA from time to time. If so appointed, the receipt of the payment in full of such Charges in cleared funds to LLA from the relevant appointed Groundhandler on behalf of the relevant Aircraft Operator shall satisfy that Aircraft Operator’s obligation in respect of the payment of such Charges to LLA.
- 3.3. If an Operator or any other person commences any proceedings or takes any action which, in the opinion of LLA, could affect the ability of that Operator to pay the Charges, all such Charges shall become immediately due and payable.
- 3.4. LLA shall be entitled to charge interest on any Operator Payments which are not paid when due at the rate of 4% per annum above the Bank of England’s base rate from time to time, such interest to accrue daily from the date such Operator Payment is due until the date the Payment is made (whether before or after judgment).
- 3.5. Each Operator shall be liable for all bank charges, credit card service charges and other charges (including (i) any value added tax chargeable for the time being (“VAT”) or other equivalent sales taxes which are imposed and/or (ii) any other levies, surcharges or fees imposed under Applicable Laws) levied on its transactions when making its Operator Payments to LLA. All Operator Payments shall be made in clear funds without deduction and, if necessary, should be grossed up so that the full amount is remitted to LLA (and if any Applicable Law requires any taxes to be deducted before an Operator Payment, that Operator Payment shall be increased so that the Operator Payment made is equal the amount due to LLA as if no such taxes or levies had been imposed).
- 3.6. Where any taxable supply for VAT purposes is made under these CCU (or any relevant Operator Agreement) by LLA to an Operator, that Operator shall, on receipt of a valid VAT invoice from LLA, pay to LLA such additional amounts in respect of VAT as are chargeable on the supply of the relevant Airport Services at the same time as the Operator Payment due for the supply of such Airport Services.
- 3.7. All Operator Payments shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). LLA may at any time, without limiting any of its other rights or remedies, set off any liability of an Operator to LLA against any liability of LLA to that Operator, whether either liability is present or future, liquidated or



# 10. Terms of Use

- unliquidated, and whether or not either liability arises under these CCU (or any relevant Operator Agreement).
- 3.8. LLA may at any time, without limiting any of its other rights or remedies, set off any liability of an Operator to LLA against any liability of LLA to that Operator, whether or not either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these CCU (or any relevant Operator Agreement).
  - 3.9. If it is found, for any reason, that LLA has not invoiced the full amount of an Operator Payment to an Operator or has not been paid any amount in full by an Operator, that Operator shall on demand by LLA, pay to LLA the outstanding amount within two (2) Business Days (except as provided in accordance with clause 3.1.3.4.1.2).
  - 3.10. Notwithstanding an Aircraft Operator ceasing to operate an Aircraft, that Aircraft Operator shall remain liable for payment of all Operator Payments incurred it has incurred to LLA in connection with such Aircraft's operations at the Airport, unless a third party becomes the operator of that Aircraft and pays all such outstanding Operator Payments to LLA.
  - 3.11. LLA shall not be liable to an Operator for, and there shall be no reduction or exemption from any Operator Payment by reason of, the unavailability of, or LLA's failure to provide, any Airport Services due to the occurrence of a Force Majeure Event or as a result of the implementation of an Operational Requirement.
  - 3.12. If an Operator disputes in good faith any invoice or other statement of monies due (a "Payment Dispute"):
    - 3.12.1. that Operator shall notify LLA in writing within 7 days of the date of the invoice or statement the amounts which are disputed and the reasons why (with supporting calculations and evidence);
    - 3.12.2. that Operator shall pay to LLA all amounts not disputed by that Operator on the due date in accordance with clause 3.1;
    - 3.12.3. LLA and that Operator shall negotiate in good faith to attempt to resolve the Payment Dispute promptly; and
    - 3.12.4. if LLA and that Operator have not resolved the Payment Dispute within 30 days of that Operator giving notice to LLA, the dispute shall be resolved in accordance with clause 46.
  - 3.13. If an Operator fails to notify LLA in accordance with clause 3.12.1, that Operator shall pay all amounts which are subject to the Payment Dispute in accordance with clause 3.1 and shall not be permitted to follow the procedure set out in clause 3.12 in respect of the same amounts.
  - 3.14. If it is found, for any reason, that the Charges as invoiced to an Operator are lower than they should have been, that Operator shall on demand by LLA pay the balance of any shortfall to LLA within 2 Business Days (except as provided in accordance with clause 3.1.3.4.2.2).
- FBO Charges
- 3.15. Without prejudice to clause 3.1:
    - 3.15.1. each FBO is appointed as LLA's agent solely for the purpose of invoicing and collecting payment of the Charges incurred by each of its GA Client's to LLA;
    - 3.15.2. each FBO shall be jointly and severally liable to LLA for the Charges incurred by each of its GA Clients to LLA from time to time in accordance with the provisions of clause 3.1 ("GA Payments");
    - 3.15.3. LLA may invoice any, or all, of the GA Payments to the relevant FBO in place of its relevant GA Clients or (and, if so invoiced, all references to LLA invoicing an "Operator" in clause 3.1, which apply to the relevant GA Client, shall be deemed to be references to that FBO);
    - 3.15.4. each FBO shall pay the GA Payments invoiced to that FBO by LLA in accordance with the provisions of clause 3.1 (provided that all references to payments by an "Operator" in clause 3.1, which apply to the relevant GA Client, shall be deemed to be references to that FBO) ("FBO Payments").
  4. In the event that an FBO has made FBO Payments to LLA, and LLA calculates an Underpaid Balance or Overpaid Balance in connection with such FBO Payments, all references to an "Operator" in clauses 3.1.3.4.1.2 and 3.1.3.4.2.3, which apply to the relevant GA Client (in connection with which that FBO paid such FBO Payments), shall be deemed to be references to that FBO.
  5. Airport Services
    - 5.1. LLA shall from time to time provide such Airport Services to such Operators as it determines at its absolute discretion, provided that (except as otherwise specified in any applicable Operator Agreement):
      - 5.1.1. LLA's provision of such Airport Services to an Operator on one or more occasions, shall place LLA under no obligation to continue provide such Airport Services to that Operator;
      - 5.1.2. the provision of such Airport Services shall be subject to the relevant Operator making payment of the relevant Charges in accordance with clause 3, and may be subject to such additional charges and terms as LLA may specify from time to time;
      - 5.1.3. LLA may subcontract the supply of any such Airport Services to any third party;
      - 5.1.4. LLA shall not be required to provide such Airport Services uninterrupted or error free;
      - 5.1.5. LLA gives no warranty or assurance that any such Airport Services shall meet any minimum standard or specification;
      - 5.1.6. LLA may suspend, withdraw, or terminate the provision of such Airport Services without notice to the relevant Operator at any time;

# 10. Terms of Use

- 5.1.7. LLA may relocate the location at which such Airport Services are delivered, provided or located (as applicable) at any time (and the relevant Operator shall provide LLA with all reasonable assistance in respect of facilitating such relocation);
  - 5.1.8. if LLA specifies that any such Airport Services are available directly from a third party supplier, each relevant Operator shall be responsible for contracting directly with such supplier for the provision of such Airport Services; and
  - 5.1.9. LLA may alter the method and means of providing such Airport Services at any time.
- 5.2. The provision of any Airport Services to an Operator shall be on a non-exclusive basis, and nothing in these CCU (or any Operator Agreement) shall prevent LLA from providing any Airport Services to any third party.
- 5.3. LLA shall be under no obligation to provide Airport Services to any Aircraft Operator in connection with an Aircraft with Dimensions which exceed the Dimensions specified for aircraft normally using an airport determined as an “Airport Category 7” in accordance with the provisions of the then current edition of the “Airport Manual, Part 1, Rescue and Fire Fighting” published by the ICAO from time to time.
- 5.4. Subject to clause 5.5, each Operator will procure that all of its Operator Waste is collected, stored and disposed of:
- 5.4.1. as soon as reasonably practicable;
  - 5.4.2. in a safe, hygienic and secure manner; and
  - 5.4.3. in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time.
- 5.5. Each Retail Concessionaire, and each Designated Operator, shall ensure:
- 5.5.1. all of its Operator Waste is disposed of by an Approved Waste Collector (“Waste Disposal”);
  - 5.5.2. that it adheres to all instructions issued by each relevant Approved Waste Collector and LLA in connection with Waste Disposal (including in respect of the manner in which waste should be segregated, the receptacles waste should be stored in and the location in which waste should be made available for collection); and
  - 5.5.3. that its pays to LLA the charges it incurs in respect of such Waste Disposal at such rates as LLA specifies from time to time (unless it has contracted directly with a third party in respect of such Waste Disposal in accordance with clause 5.1.8)).

## Utilities

- 5.6. Each Operator shall:

- 5.6.1. ensure that all Utilities which are provided to that Operator at the Airport in connection with its Activities are provided by an Approved Utilities Provider (“Utilities Provision”)
- 5.6.2. adhere to all instructions issued by each relevant Approved Utilities Provider and LLA in connection with any Utilities Provision (including in respect of providing meter readings and access to its Leased Areas and Licensed Areas (as applicable) to undertake the installation, maintenance and disconnection of Utilities); and
- 5.6.3. pay to LLA the charges it incurs in respect of such Utilities Provision at such rates as LLA specifies from time to time (unless it has contracted directly with a third party in respect of such Utilities Provision in accordance with clause 5.1.8).

## Facilities

- 5.7. Each Operator shall:

- 5.7.1. ensure that all Facilities used by that Operator at the Airport are:
  - 5.7.1.1. used only for their intended purpose;
  - 5.7.1.2. used in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time; and
  - 5.7.1.3. left in a clean and tidy condition after their use by that Operator; and
- 5.7.2. pay to LLA the charges it incurs in respect of its use of Facilities at such rates as LLA specifies from time to time (unless it has contracted directly with a third party in respect of the provision of such Facilities in accordance with clause 5.1.8).

## 6. Airport Access

- 6.1. Subject to each Operator’s adherence to these CCU and each applicable Operator Agreement, LLA shall at its discretion permit that Operator’s Workers access to the relevant Operational Areas at the Airport. Any such access will be subject to LLA’s Operational Requirements from time to time and may be revoked without notice to the relevant Operator at LLA’s discretion.
- 6.2. LLA shall at its discretion be at liberty at any time deny any Worker access to, or remove any Worker from any part of the Airport (including an Operational Area) (a “Worker Exclusion”).
- 6.3. Each Operator shall have no claim under these CCU (or any relevant Operator Agreement) against LLA by way of compensation, damages, reduction in Charges, or otherwise, for any loss of or disruption to trade or in undertaking any activities in connection with its Activities as a result of a Worker Exclusion.
- 6.4. Each Operator shall not use its Operational Areas for any other purpose other than in connection with such Activities as are approved in advance by LLA from time to time.

# 10. Terms of Use

- 6.5. Each Operator shall be liable to LLA for the repair of all damage to Airport and other property situated within the Airport sustained as a result of:
    - 6.5.1. any activities carried out in connection with its Activities by that Operator or its Workers, Customers, Invitees or Subcontractors; or
    - 6.5.2. any breach of these CCU (or any applicable Operator Agreement) by that Operator; or
    - 6.5.3. the negligence or recklessness of that Operator or its Workers, Customers, Invitees, or Subcontractors; (“Property Damage”).
  - 6.6. If an Operator is liable to LLA for the repair of Property Damage in accordance with clause 6.5; at LLA’s discretion, that Operator shall either:
    - 6.6.1. undertake such works as are approved by LLA from time to time to make good such Property Damage and restore the relevant property to good repair and decorative state; or
    - 6.6.2. pay to LLA the proper reasonable cost of LLA making good such Property Damage within 30 days of invoice.
  - 6.7. Each Operator will procure (except to the extent otherwise instructed by LLA from time to time) that each of its Operational Areas is at all times:
    - 6.7.1. maintained in a safe condition so as to not cause, or contribute to, loss or injury to any person;
    - 6.7.2. kept in a clean and tidy condition; and
    - 6.7.3. made secure to prevent any access to that Operational Area which is not authorised by LLA from time to time.
  - 6.8. Each Operator shall obtain LLA’s written consent to permit each of that Operator’s Subcontractors access to the Airport (prior to each such Subcontractor first accessing or otherwise commencing operations at the Airport). Any such consent may be subject to such additional conditions and charges as LLA may determine from time to time. If LLA provides an Operator with written consent permitting one or more of that Operator’s Subcontractors access to the Airport (each an “Authorised Subcontractor”), that Operator:
    - 6.8.1. acknowledges and agrees that it does not in any way affect its responsibility to comply, or procure compliance, with its own obligations under these CCU (or any relevant Operator Agreement) including the payment of the Charges;
    - 6.8.2. shall procure that each Authorised Subcontractor of the Operator (prior to accessing or otherwise commencing operations at the Airport) enters into a direct written agreement with LLA permitting that Authorised Subcontractor access to the Airport (“Access Agreement”); and
    - 6.8.3. shall procure that each Authorised Subcontractor of that Operator complies substantively with that Operator’s relevant obligations under these CCU (or any relevant Operator Agreement) and the terms of each applicable Access Agreement.
  - 6.9. Use of the Airport (including any Facilities) by each Operator is at each such Operator’s sole risk, and LLA shall have no liability to each Operator in connection with such use except for death or personal injury caused by the deliberate act or negligence of LLA or any of LLA’s Personnel.
7. General Operational Requirements
    - 7.1. Each Operator agrees and acknowledges that LLA may at its discretion implement Operational Requirements from time to time (which may include closure of part or all of the Airport). Each Operator will adhere to all Operational Requirements and any alterations to such Operational Requirements from time to time (in so far as they are applicable to that Operator). Alterations to Operational Requirements by LLA may arise from time to time without notice or justification to each Operator.
    - 7.2. Each Operator in connection with its Activities and at all times whilst present at the Airport shall:
      - 7.2.1. adhere to all instructions and directions issued by LLA or an Airport Official;
      - 7.2.2. implement and maintain such operating procedures and work methods, and adhere to such operational requirements, as LLA or an Airport Official may specify from time to time;
      - 7.2.3. promote a culture of continual improvement in the performance of its Activities and carry out such Activities in an efficient manner;
      - 7.2.4. only implement such operating procedures and policies as are approved by LLA from time to time in connection with its Activities at the Airport (and implement immediately such changes to such procedures and policies as may be requested by LLA from time to time);
      - 7.2.5. co-operate with LLA in all matters relating to its Activities;
      - 7.2.6. carry out its Activities in accordance with the highest level of care, skill and diligence in accordance with best practice in the relevant industry, profession or trade;
      - 7.2.7. not obstruct any roads or access routes within the Airport at any time;
      - 7.2.8. not interfere with or disrupt the normal operation of:
        - 7.2.8.1. the Airport;
        - 7.2.8.2. the infrastructure or equipment at the Airport; or
        - 7.2.8.3. the activities of LLA or any other third party operating at the Airport;
      - 7.2.9. only use Workers who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to adequately undertake its Activities and to ensure that its obligations in these CCU (and each relevant Operator Agreement) are fulfilled;
      - 7.2.10. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which



# 10. Terms of Use

- are necessary to enable it to comply with its obligations in these CCU (and each relevant Operator Agreement) and to undertake its Activities;
- 7.2.11. provide such information, reports and supporting documentation as LLA may request from time to time in connection with its Activities;
  - 7.2.12. ensure that:
    - 7.2.12.1. no Operator Assets are brought onto any part the Airport by or on behalf of that Operator (including any Airside location) without the prior consent of LLA;
    - 7.2.12.2. Operator Assets are only brought onto the Airport (including any Airside location) in accordance with such access and security procedures as LLA may specify from time to time;
    - 7.2.12.3. all Operator Assets are at all times used and kept on the Airport only accordance with such security and health and safety requirements as LLA may specify from time to time;
    - 7.2.12.4. all Operator Assets are at all times of satisfactory quality and fit for the purpose for which it is used;
    - 7.2.12.5. all Operator Assets are at all times kept in a good decorative state, good repair and working order;
    - 7.2.12.6. no Operator Assets are stored at the Airport without the prior consent of LLA;
    - 7.2.12.7. all Operator Assets are at all times used and stored:
      - 7.2.12.7.1. in accordance with all relevant manufacturer instructions;
      - 7.2.12.7.2. all Applicable Laws relating to health and safety; and
      - 7.2.12.7.3. in such a manner so as to prevent unauthorised access or use by third parties (which has not been approved by either that Operator or LLA from time to time); and
    - 7.2.12.8. no Operator Assets are installed, affixed or attached to any part of the Airport, except as permitted in accordance with any relevant Operator Agreement or as otherwise agreed in writing by LLA from time to time;
  - 7.2.13. not make any alteration to any part of the Airport, or undertake any construction works at the Airport, without LLA's prior written agreement (unless otherwise permitted in accordance with the terms of an Operator Agreement);
  - 7.2.14. not do anything, or omit to do anything, whereby any licence held by LLA for the operation of the Airport could be liable to forfeiture, suspension, or endangered, or whereby LLA's position and reputation as an airport operator could be adversely affected;
  - 7.2.15. comply with the Mandatory Policies, all Applicable Laws, and all industry standards and best practice relevant to undertaking its Activities (and on request provide to LLA copies of its procedures and policies established to ensure compliance with the Mandatory Policies);
  - 7.2.16. carry out all Activities in such as a manner so as not to render LLA or any third party in breach of any Applicable Laws or the Mandatory Policies;
  - 7.2.17. not to cause or permit a legal nuisance, damage or unreasonable disturbance, annoyance, inconvenience or interference to LLA, the owners or occupiers of land adjoining the Airport, or to any third party at the Airport;
  - 7.2.18. not to interfere with:
    - 7.2.18.1. LLA's ownership (where applicable), enjoyment, operation or use of:
      - 7.2.18.1.1. any part of the Airport; or
      - 7.2.17.1.2. its property or equipment; or
    - 7.2.18.2. any right enjoyed by LLA or occupiers of any adjoining property save as is reasonably necessary in order to carry out its Activities;
  - 7.2.19. not to erect any structure or place any advert or sign in the Airport without LLA's written approval;
  - 7.2.20. not to do anything on or in relation to the Airport that would or might cause LLA to be in breach of the tenant's covenants and the conditions contained in any applicable lease(s) in respect of the Airport;
  - 7.2.21. not to do anything on or in relation to the Airport that would or might be in breach of any planning permission, licence, authorisation or consent applicable to the Airport or LLA;
  - 7.2.22. agree and undertake to pay to LLA on demand any increased premium incurred for LLA's insurance of any parts of the Airport as a result of, or in contemplation of, it carrying out its Activities;
  - 7.2.23. not do or omit to do anything which may cause or contribute to LLA losing any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
  - 7.2.24. not do or omit to do anything which may constitute, cause or contribute to any breach by LLA of any contract binding on LLA;
  - 7.2.25. carry out all its Activities in accordance with all third party health and safety policy and procedural requirements which are relevant to such Activities;
  - 7.2.26. notify LLA of any notice that its receives from any government authority or agency identifying or alleging any breach of law or regulation relevant to its Activities at the Airport, and confirm to LLA what action it will take in order to comply and when;
  - 7.2.27. not do anything at the Airport which is, or that LLA considers is, a danger to health and safety or which may cause damage to any property;

# 10. Terms of Use

- 7.2.28. enter and exit the Airport via such route(s) and in accordance with such access and security procedures as LLA may specify from time to time;
- 7.2.29. not park or leave any vehicle or equipment in the Airport except in such locations as are authorised by LLA from time to time;
- 7.2.30. not interfere with any other activity conducted by LLA or any other party in connection with the Airport; and
- 7.3. Each Operator agrees and acknowledges that it shall remain responsible for the safeguarding and use of all Operator Assets brought onto the Airport by (or on behalf of) that Operator, and that the storage or use of any such Operator Assets at the Airport shall be at the sole risk of that Operator.  
Compliance with Laws and Mandatory Policies
- 7.4. Each Operator in the course of its Activities and at all times whilst present at the Airport shall comply with:
  - 7.4.1. all Applicable Laws; and
  - 7.4.2. the Mandatory Policies.and shall on request provide to LLA within 24 hours copies of that Operator's procedures and policies established to ensure compliance with such Applicable Laws and Mandatory Policies.
- 7.5. Each Operator shall pay to LLA all charges that that Operator incurs (or causes LLA to incur) under any Mandatory Policies, and such charges if not paid may be deducted from any payment due to that Operator by LLA.
- 7.6. Each Operator shall:
  - 7.6.1. if any of its Activities are conducted in an Airside location, have, and will operate to, an Airside operations manual approved by LLA;
  - 7.6.2. for the purpose of meeting its obligations under these CCU (and any relevant Operator Agreement), have in place and maintain at all times:
    - 7.6.2.1. a quality management system and procedures in respect of the conduct of its Activities;
    - 7.6.2.2. a health and safety policy in respect of the conduct, and risk mitigation, of its Activities; and
    - 7.6.2.3. a business continuity plan or disaster recovery plan from time to time so far as it relates to the ability of that Operator to undertake its Activities;  
(together its "Internal Policies")and shall provide copies of its Internal Policies to LLA for review at any time on request and implement such amendments to such Internal Policies as LLA may specify from time to time;
  - 7.6.3. attend meetings with LLA as and when invited to do so; and
- 8. not operate under any branding that includes the title "London Luton Airport" or similar, nor use LLA's logo without LLA's prior written consent.

## Emergency Contacts

- 8.1. Each Operator, shall:
  - 8.1.1. ensure that at least one member of its Key Personnel is at all times available to respond immediately to all communications sent to that Operator by LLA from relevant Commencement Date to the relevant Cessation Date;
  - 8.1.2. prior to the relevant Commencement Date, provide LLA with the Emergency Details of all Key Personnel; and
  - 8.1.3. within 24 hours of a change to its Key Personnel's Emergency Details, provide to the Airport Operations Control Centre up to date Emergency Details for such Key Personnel.
- 9. Airport Safety
  - 9.1. Each Operator acknowledges and agrees with LLA that:
    - 9.1.1. LLA gives no warranty or assurance as to the state or condition of any Operational Area (or any other part of the Airport), including, without limitation, as to whether each such Operational Area (or any other part of the Airport) is safe and suitable for:
      - 9.1.1.1. Workers, Customers, Subcontractors or Invitees to access; or
      - 9.1.1.2. the purpose of carrying out any Activities;
    - 9.1.2. LLA gives that Operator permission and opportunity to inspect and carry out investigations as to the state and condition of its Operational Areas and that Operator shall be responsible for determining from its own inspections and investigations if those Operational Areas are safe and suitable for persons to access and to undertake its Activities; and
    - 9.1.3. all Activities shall be undertaken at that Operator's own risk.
  - 9.2. Each Operator shall ensure that all of its Activities are undertaken:
    - 9.2.1. in accordance with all Applicable Laws pertaining to health and safety;
    - 9.2.2. in such a manner so as to reduce the risk to the health and safety of persons at the Airport so far as is practicable; and
    - 9.2.3. in such a such manner so as to not cause loss or injury to any person.
  - 9.3. Each Operator shall between the relevant Commencement Date to the relevant Cessation Date:
    - 9.3.1. maintain in place suitable and effective policies and prepare suitable and effective Method Statements and Risk Assessments to ensure the health and safety of all persons in connection with its Activities is safeguarded (irrespective of the location such Activities are to be conducted at within the Airport and whether or not such Activities are to be undertaken by a Subcontractor);
    - 9.3.2. maintain an organisational structure which clearly shows the roles and responsibilities of that Operator's managers in safeguarding the health and safety of that Operator's Personnel, LLA's Personnel and third parties at the

# 10. Terms of Use

- Airport; and
- 9.3.3. maintain effective policies and procedures to implement, monitor and audit its adherence to its obligations in clauses 9.3.1 and 9.3.2 above; (together the “H&S Documentation”)
- 9.4. Each Operator shall on demand within 24 hours provide LLA with copies of all of that Operator’s H&S Documentation.
- 9.5. Each Operator shall:
  - 9.5.1. promote a culture of continual improvement in reducing the risks to the health and safety of persons at Airport in connection with the performance of such Activities; and
  - 9.5.2. implement and maintain within its business a “just culture” in accordance with the requirements of regulation (EU) No 376/2014 of the European Parliament and of the Council of 3 April 2014.
- 9.6. Each Airside Operator shall, and shall procure that all of its relevant Workers shall, fully participate in and adhere to the requirements of the Airside Safety Programme and ensure that:
  - 9.6.1. suitable Workers are in attendance at all meetings (each a “Safety Meeting”) arranged from time to time in connection with the Airside Safety Programme;
  - 9.6.2. it provides such reports and information to LLA and other participants of the Airside Safety Programme as LLA, or the chairperson of any Safety Meeting, may specify from time to time; and
  - 9.6.3. it promptly implements such actions and measures as LLA, or the chairperson of any Safety Meeting, may direct from time to time in connection with the Airside Safety Programme.
- 9.7. In the course of its participation in the Airside Safety Programme, each Airside Operator shall at all times act in good faith and co-operate with all other participants of the Airside Safety Programme to promote a safe working environment at the Airport.

## 10. Environmental Protection

- 10.1. In connection its Activities, each Operator shall ensure:
  - 10.1.1. that no toxic or hazardous substance is spilt on the surface of, or permitted to enter into the drains or gullies of, the Airport; and
  - 10.1.2. that the Environment is not polluted with a Contaminant (other than by normal emissions from vehicles);and each Operator shall be liable for, and shall indemnify LLA against, any and all damages, liabilities, claims, costs and expenses that arise as a consequence of Environmental Damage caused in connection with that Operator’s Activities (or otherwise by that Operator);
- 10.2. If any Environmental Damage is caused in connection with an Operator’s Activities (or otherwise by that Operator), that Operator shall:

- 10.2.1. notify LLA immediately of the nature and extent of the Environmental Damage;
- 10.2.2. immediately investigate the cause of such Environmental Damage;
- 10.2.3. take immediate action to prevent any further Environmental Damage;
- 10.2.4. at LLA’s option, either:
  - 10.2.4.1. as soon as practicable, undertake at its cost (and subject to LLA’s approval of any works method or programme) all necessary remediation work to restore the affected Environment to the state it was in prior to the Environmental Damage taking place and in accordance with any directions or requirements of any relevant government or regulatory body (“Remedial Works”); or
  - 10.2.4.2. pay to LLA on an indemnity basis all of the costs incurred by LLA in undertaking such Remedial Works; and
- 10.2.5. demonstrate to LLA’s satisfaction that the it has complied with the provisions of this clause 10.2, including but not limited to, by making available to LLA all relevant reports and test results on an open book basis, and providing copies of them to LLA on request.

## 11. Airport Security

- 11.1. Each Operator shall in connection with its Activities at the Airport:
  - 11.1.1. comply, at its own cost, with all Applicable Laws, Mandatory Policies and instructions, given by LLA, LLA’s appointed representatives, Border Force, the police, the armed forces, the security services, or any third party with responsibility for implementing security arrangements in a part of the Airport from time to time, in relation to security at the Airport (“Security Requirements”), including:
    - 11.1.1.1. LLA’s right to stop and search persons and their vehicles at the Airport;
    - 11.1.1.2. the requirement for persons working at the Airport, or accessing an Airside location (other than as a bona fide Passenger) to obtain and wear an ID Pass (which must be visible at chest or shoulder height) at all times whilst present at the Airport,
    - 11.1.1.3. all security restrictions or requirements LLA specifies from time to time in respect of persons:
      - 11.1.1.3.1. accessing different parts of the Airport;
      - 11.1.1.3.2. conducting certain activities in different parts of the Airport;
      - 11.1.1.3.3. bringing certain items, equipment or vehicles into different parts of the Airport; and

# 10. Terms of Use

- 11.1.1.3.4. using certain items, equipment or vehicles in different parts of the Airport;
- 11.1.2. ensure that all of its Workers, Subcontractors, Invitees and any person under its Control comply at all times with the Security Requirements;
- 11.1.3. provide all of its Workers, Subcontractors and Invitees prior to their attendance at the Airport, with sufficient information and training to understand the Security Requirements;
- 11.1.4. immediately remove from the Airport any of its Workers, Subcontractors or Invitees, who fail to comply with the Security Requirements;
- 11.1.5. ensure that if it is designated by LLA as being in control of an Access Point at the Airport from time to time, that:
  - 11.1.5.1. such Access Point is staffed at all times by Workers adequately trained in respect of the Security Requirements relevant to persons, items and vehicles entering, and exiting, a Security Restricted Area through such Access Points;
  - 11.1.5.2. only persons, items and vehicles permitted to gain entry through such Access Point in accordance with the Security Requirements are permitted to enter or exit a Security Restricted Area through such Access Points;
  - 11.1.5.3. each person, item or vehicle permitted to gain entry through such Access Point undergoes and satisfies such security, identity and screening checks as are required in accordance with the Security Requirements before being permitted such entry;
  - 11.1.5.4. it immediately notifies LLA if a person, item or vehicle gains entry through such Access Point in breach of the Security Requirements; and
  - 11.1.5.5. it has in place robust and effective policies and procedures to ensure that the requirements in this clause 11.1.5 are at all times adhered to;
- 11.1.6. ensure that if it is designated by LLA as being in control of any part of the Security Perimeter from time to time, that:
  - 11.1.6.1. it erects and maintains on the Security Perimeter a boundary which prevents all persons from entering or exiting the Airside location(s) which adjoin such boundary (to such standard and specification as LLA may specify from time to time) (“Operator’s Airside Boundary”);
  - 11.1.6.2. at all times it wholly and effectively monitors each of its Operator’s Airside Boundaries so as to ensure that no person enters or exists the Airside location(s) adjoining such Operator’s Airside Boundaries (except in accordance with the provisions of clause 11.1.5);
- 11.1.6.3. it immediately notifies LLA if a person, item or vehicle gains entry to, or exits from, any Airside location adjoining its Operator’s Airside Boundaries; and
- 11.1.6.4. it has in place robust and effective policies and procedures to ensure that the requirements in this clause 11.1.6 are at all times adhered to.
- 11.1.7. ensure that if (a) it is designated by LLA as being in control of any part of the Security Perimeter or (b) it leases any Leased Areas at the Airport from time to time, that it:
  - 11.1.7.1. erects and installs a CCTV Camera in each location at the Airport as LLA may specify from time to time (“Installed CCTV Camera”);
  - 11.1.7.2. ensures that each Installed CCTV Camera captures recorded video footage from such areas of the Airport as LLA may specify from time to time (“Recorded Footage”);
  - 11.1.7.3. ensures that it takes all practicable steps to ensure that each Installed CCTV Camera is operational and captures Recorded Footage at all times;
  - 11.1.7.4. monitors the Recorded Footage with such regularity as LLA may specify from time to time;
  - 11.1.7.5. immediately notifies LLA of any failure or fault with an Installed CCTV Camera which prevents that Installed CCTV Camera from capturing Recorded Footage (“Defective CCTV Camera”), and:
    - 11.1.7.5.1. repairs or replaces that Defective CCTV Camera as soon as practicable (so as to ensure it returns to good working order); and
    - 11.1.7.5.2. prior to the repair or replacement of that Defective CCTV Camera, implements such intermediate action or measures as LLA may specify from time to time for the purpose of maintaining security at the Airport;
  - 11.1.7.6. retains all Recorded Footage for such period as LLA may specify from time to time (which shall be no less than 3 months after the date on which it was first recorded), unless otherwise prevented by any Applicable Law; and
  - 11.1.7.7. immediately provides to LLA such Recorded Footage as LLA may specify from time to time, unless otherwise prevented by any Applicable Law.

# 10. Terms of Use

## 12. Operational Support

- 12.1. Each Operator shall ensure that it has sufficient Workers available at all times to undertake all Security Requirements and Critical Operations which are designated or determined by LLA to be that Operator's responsibility ("Operator's Critical Requirement") from time to time, and in event it fails to do so (a "Staff Shortage") immediately notify LLA of:
  - 12.1.1. the Staff Shortage;
  - 12.1.2. the likely impact on its Activities;
  - 12.1.3. the risk to the security of the Airport ("Security Risk");
  - 12.1.4. the number and seniority of LLA staff required to wholly mitigate the Security Risk; and
  - 12.1.5. whether it wishes to request that LLA supplies LLA Personnel to fulfil the relevant Operator's Critical Requirement ("Staffing Request").
- 12.2. LLA may from time to time at its discretion (whether or not a Staffing Request has been received) provide, or procure the provision of, Support Staff to assist an Operator in performance of any of that Operators:
  - 12.2.1. Security Requirements; or
  - 12.2.2. Critical Operations;("Operational Support").
- 12.3. Support Staff shall at all times remain under the direction, supervision and control of LLA (or LLA's appointed subcontractor) and shall only undertake such tasks and activities as LLA directs from time to time in the performance of any Operational Support.
- 12.4. Each Operator in receipt of Operational Support shall:
  - 12.4.1. at all times fully co-operate with LLA and Support Staff in connection with the provision of any Operational Support;
  - 12.4.2. provide LLA and Support Staff with sufficient operational information to adequately and safely provide all Operational Support;
  - 12.4.3. provide the Support Staff with such training as is necessary to adequately and safely provide all Operational Support; and
  - 12.4.4. inform LLA within 24 hours of any safety concerns or operational deficiencies arising in connection with the provision of Operational Support (together with such supporting information as LLA may request from time to time).
- 12.5. LLA shall be under no obligation to commence, or continue to provide, Operational Support to an Operator and each Operator receiving Operational Support shall remain solely responsible and liable for the performance of that Operator's obligations under these CCU and each applicable Operator Agreement.

## 13. ID Passes

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

- 13.1.1. refuse to issue an ID Pass to any of each Operator's Attendees ("ID Pass Refusal"); or
- 13.1.2. suspend or revoke any ID Pass issued to any of each Operator's Attendee ("ID Pass Suspension").
- 13.2. Each Operator shall have no claim under these CCU (or any relevant Operator Agreement) against LLA by way of compensation, damages, reduction in Charges, or otherwise, for any loss of or disruption to trade or in undertaking its Activities as a result of an ID Pass Refusal, ID Pass Suspension or any delay in issuing an ID Pass to any of that Operator's Attendees.
- 13.3. Each Operator shall procure that each of its Attendees shall:
  - 13.3.1. apply to the Airport ID Centre to obtain an ID Pass at least 7 Business Days prior to attending the Airport (unless that Attendee already holds a then current valid ID Pass);
  - 13.3.2. promptly provide all required supporting documentation and complete all such tests, applications and requirements as may be specified by the Airport ID Centre from time to time;
  - 13.3.3. at all times whilst present at the Airport:
    - 13.3.3.1. hold a then current valid ID Pass; and
    - 13.3.3.2. wear that ID Pass over all external clothing and at chest height;
  - 13.3.4. not access a part of the Airport, unless:
    - 13.3.4.1. that Attendee holds an ID Pass which permits access to that part of that Airport; or
    - 13.3.4.2. that part of the Airport is accessible to members of the public and is not within a Security Restricted Area; or
    - 13.3.4.3. that Attendee is Escorted in that part of the Airport;
  - 13.3.5. at least 7 Business Days prior to the expiry of an ID Pass issued to that Attendee, apply to the Airport ID Centre to renew that ID Pass (unless that Attendee's Last Day has occurred, or will occur, prior to the date on which the relevant ID Pass is due to expire);
  - 13.3.6. in respect of all ID Passes issued to that Attendee:
    - 13.3.6.1. keep such ID Passes safe and secure at all times; and
    - 13.3.6.2. not permit any third party to use such ID Pass to gain, or attempt to gain, access to any part of the Airport;
  - 13.3.7. inform the Airport ID Centre immediately in writing if an ID Pass issued to that Attendee has been:
    - 13.3.7.1. lost, stolen or is otherwise in the possession of a person other than that Attendee; or
    - 13.3.7.2. used by a person other than the Attendee to gain, or attempt to gain, access to any part of the Airport;
  - 13.3.8. return all ID Passes issued to that Attendee to the Airport ID Centre on the earlier of:



# 10. Terms of Use

- 13.3.8.1. that Attendee's Last Day; or
- 13.3.8.2. if an ID Pass held by that Attendee is the subject of ID Pass Suspension, the date on which that ID Pass Suspension takes place;  
("Return Date")
- 13.3.9. inform the Airport ID Centre immediately in writing if that Attendee:
  - 13.3.9.1. commits a criminal offence or breached any of the Mandatory Policies whilst at the Airport;
  - 13.3.9.2. becomes subject to a police investigation or is arrested in connection with a criminal offence which may result in that Attendee being convicted of a Disqualifying Conviction; or
  - 13.3.9.3. has been convicted of a Disqualifying Conviction.
- 13.4. If an Operator Suspends or Dismisses one its Workers, that Operator shall:
  - 13.4.1. immediately notify LLA of the name of that Worker and the reason for the Suspension or Dismissal; and
  - 13.4.2. obtain, and return to the Airport ID Centre, all ID Passes issued to that Worker.
- 14. Incident Reporting
  - 14.1. Each Operator shall immediately report to LLA (to such person, in such form and by such means as LLA may specify from time to time) any incident, circumstance or behaviour which that Operator or its Personnel become aware of:
    - 14.1.1. which results in:
      - 14.1.1.1. a person suffering personal injury at the Airport;
      - 14.1.1.2. damage to a person's property at the Airport; or
      - 14.1.1.3. damage to the Airport (including to any Facilities); or
    - 14.1.2. which that Operator, or its Personnel, suspects, or ought reasonably to suspect, may result in an increased risk to:
      - 14.1.2.1. the security of the Airport; or
      - 14.1.2.2. the health and safety of persons at the Airport;
    - 14.1.3. which adversely impacts the operation of the Airport, LLA or any third party operating at the Airport; or
    - 14.1.4. which may bring the reputation of the Airport, LLA or that Operator into disrepute;  
(each a "Reportable Incident").
  - 14.2. Each relevant Operator shall keep a written record of each Reportable Incident setting out:
    - 14.2.1. the time and date the Reportable Incident occurred;
    - 14.2.2. a full description of the Reportable Incident;
    - 14.2.3. the name and Contact Details of each person (including that Operator's Personnel) who:
      - 14.2.3.1. was involved in, or caused, the Reportable Incident;
      - 14.2.3.2. responded to, or assisted, with the Reportable Incident; or
      - 14.2.3.3. reported the Reportable Incident to that Operator; and
  - 14.2.4. the reasons for the occurrence of the Reportable Incident (to the extent known by that Operator);  
and shall keep each such written record for a period of at least 3 years following the date of the relevant Reportable Incident (and shall provide copies of such written records to LLA immediately on request).
  - 14.3. Each Operator shall provide LLA (and its professional advisers) with all reasonable co-operation, evidence and assistance as soon as reasonably practicable in relation to any review or investigation instigated by LLA in respect of a Reportable Incident.
  - 14.4. If LLA concludes that the incident, circumstance or behaviour leading to a Reportable Incident arose in consequence of a breach by an Operator of its obligations under these CCU (or a relevant Operator Agreement), that Operator shall, as soon as practicable, implement such remedial action as LLA may specify to avoid a recurrence of any similar incident, circumstance or behaviour.
- 15. Aircraft Operational Requirements
  - Slots
    - 15.1. The Airport is designated as a Coordinated Airport. No Fixed Wing Operator shall permit, undertake or arrange a Movement of a Fixed Wing Aircraft outside of the date and time of a Slot allocated in advance by ACL to the relevant Flight being undertaken by that Fixed Wing Aircraft (except in respect of bona fide Emergency Divert or ILS Calibration).
  - Aircraft Operations
    - 15.2. Each Fixed Wing Operator in the course of its Activities, must adhere to all rules, guidance and instructions published or otherwise issued by ACL from time to time, including:
      - 15.2.1. providing ACL in advance with a complete and accurate planned Movement schedule for each Fixed Wing Aircraft (in accordance with any requirements specified by ACL from time to time);
      - 15.2.2. ensuring written correspondence to ACL should, wherever possible, be in electronic format and conform to IATA's messaging and communications standards from time to time; and
      - 15.2.3. using reasonable endeavours to attempt to book Slots by contacting ACL during ACL's normal working hours, provided that in the event that it is necessary to attempt to book Slots outside of ACL's normal working hours, that Fixed Wing Operator (acting by its appointed Groundhandler):
        - 15.2.3.1. shall utilise ACL's Online Coordination System ("OCS") to attempt to book such Slots; or
        - 15.2.3.2. in the event the Fixed Wing Operator (or its appointed Groundhandler) does not hold an OCS account, shall contact the Airport Operations Control Centre to attempt to book such Slots.

# 10. Terms of Use

- 15.3. Each Aircraft Operator shall comply with, and take all due account of, the following in the course of its Activities and at all times in connection with the Aircraft's Operator's Aircraft (both situated at the Airport and undertaking Flights to or from the Airport):
  - 15.3.1. all requirements, procedures, guidance, notices and warnings as published from time to time in:
    - 15.3.1.1. LLA's "Aerodrome Manual";
    - 15.3.1.2. the Air Navigation Order 2016 as amended;
    - 15.3.1.3. the "AD" section of the "United Kingdom Aeronautical Information Publication" issued by NATS;
    - 15.3.1.4. all "Notices to Airmen" (NOTAM) applicable to the Airport issued by NATS; and
    - 15.3.1.5. all Applicable Laws;
  - 15.3.2. any orders, instructions or directions issued or published from time to time by LLA, ATC or an Airport Official whether in writing or otherwise;
  - 15.3.3. the Aviation Security Act 1982 as amended (including by the Civil Aviation Act 2012); and
  - 15.3.4. these CCU.
- 15.4. Each Aircraft Operator:
  - 15.4.1. shall maintain in place a written agreement for the provision of aircraft maintenance services at the Airport (by a third party authorised to provide such services by LLA) in respect of all of that Aircraft Operator's Aircraft which undertake Flights to and from the Airport from time to time;
  - 15.4.2. must have in place adequate (in LLA's reasonable opinion) written emergency orders and procedures and Aircraft recovery arrangements in respect of risks to its Activities, Aircraft, Passengers, Cargo and Baggage (copies of which must be provided to LLA prior to the commencement of that Aircraft Operator's Activities);
  - 15.4.3. must have in place adequate (in LLA's reasonable opinion) arrangements to ensure all relevant Passengers are able to contact that Aircraft Operator at all times (24 hours a day, seven days a week) and ensure that such contact details are available on all of that Aircraft Operator's customer facing websites;
  - 15.4.4. shall ensure that whilst any Passengers are within its Aircraft at the Airport, or whilst being Escorted by its appointed Groundhandler, that such Passengers:
    - 15.4.4.1. at all times comply with all of LLA's safety and security requirements and regulations issued or specified by LLA from time to time which are relevant to Passengers;
    - 15.4.4.2. at all times comply (where relevant) with all Applicable Laws and Mandatory Policies; and
    - 15.4.4.3. are transported or Escorted (as the case may be) in a safe manner so as not to cause injury to such Passengers or damage to such Passenger's property.
- 15.5. Each Aircraft Operator (acting by its appointed Groundhandler):
  - 15.5.1. shall ensure that all of its Passengers due to embark on its Aircraft from time to time:
    - 15.5.1.1. whilst transferring from a Terminal to the relevant Aircraft are Escorted by a Groundhandler (or another person authorised for that purpose by LLA) at all times from when such Passengers exit the appropriate Departure Gate until such Passengers board the relevant Aircraft; and
    - 15.5.1.2. hold all valid documentation required to lawfully permit their departure from the Airport;
  - 15.5.2. shall ensure (acting by its appointed Groundhandler) that all of its Passengers who disembark from its Aircraft from time to time:
    - 15.5.2.1. whilst transferring from the relevant Aircraft to a Terminal are Escorted by its Groundhandler (or another person authorised for that purpose by LLA) at all times from the when such Passengers exit the relevant Aircraft until such Passengers enter the appropriate Arrival Area; and
    - 15.5.2.2. hold all valid documentation required to lawfully permit their arrival at the Airport;
  - 15.5.3. shall ensure (acting by its appointed Groundhandler) that all of its Passengers whilst transferring from its Aircraft to a Terminal, or transferring from a Terminal to its Aircraft, only use such external Airside access routes as are approved by LLA from time to time, and not enter any other external Airside area (a "Restricted Area");
  - 15.5.4. shall (acting by its appointed Groundhandler) immediately report to the Airport Operations Control Centre if any Passenger whilst transferring between its Aircraft and a Terminal, or transferring between a Terminal and its Aircraft:
    - 15.5.4.1. enters into a Restricted Area;
    - 15.5.4.2. presents a security or health and safety risk to the Airport or to persons at the Airport; or
    - 15.5.4.3. is involved in incident resulting in a person suffering personal injury or property is damaged; and
  - 15.5.5. shall (acting by its appointed Groundhandler) implement policies and procedures to ensure the efficient and timely adherence to all Applicable Laws in respect of its Passengers' arrival at, or departure from, the Airport.
- 15.6. Each Aircraft Operator (acting by its appointed Groundhandler) shall implement effective procedures and policies which prioritise the handling of Baggage of

# 10. Terms of Use

Transfer Passengers to enable the efficient and timely transfer of such Baggage between each relevant Aircraft.

Information Requirements

- 15.7. Each Aircraft Operator (acting by its appointed Groundhandler) shall in respect of each Aircraft undertaking a Movement input into the AODB, as soon as that information becomes available to that Aircraft Operator (or its appointed Groundhandler), and in any event no later than the earlier of (i) 12 hours following the Movement of the relevant Aircraft or (ii) by 8 am on the day following the Movement of the relevant Aircraft:
  - 15.7.1. all Passenger information LLA requires from time to time, including:
    - 15.7.1.1. the total number of Passengers Carried by that Aircraft during such Movement;
    - 15.7.1.2. the total number of Transfer Passengers on that Aircraft during such Movement; and
    - 15.7.1.3. such total number of Transit Passengers on that Aircraft during each Movement;
  - 15.7.2. all other information which LLA requires from time to time in respect of that Aircraft, including:
    - 15.7.2.1. that Aircraft's registration,
    - 15.7.2.2. that Aircraft's arrival and departure information (including an estimate of, and the actual, On-Block Time and Off-Block Time),
    - 15.7.2.3. the volume by weight in kilograms of Cargo loaded and unloaded from that Aircraft at the Airport;
    - 15.7.2.4. the origin and destination of all Passengers and Cargo Carried by that Aircraft during each Movement; and
    - 15.7.2.5. all Flight delay information in connection with that Aircraft; and shall correct any inaccuracies in such information within 48 hours of the relevant Movement taking place.
- 15.8. Each Aircraft Operator (acting by its appointed Groundhandler) shall provide to LLA on demand in respect of each Aircraft undertaking a Movement (or otherwise situated at the Airport from time to time), all such information as LLA requests from time to time in respect of the relevant Aircraft, including:
  - 15.8.1. the type and variant of that Aircraft (including the "Aircraft Type Code" designated by IATA and "Aircraft Type Designator" designated by ICAO, which are applicable to that Aircraft);
  - 15.8.2. the name of the owner of that Aircraft;
  - 15.8.3. the MTOW applicable to that Aircraft;
  - 15.8.4. the chapter of the Convention on International Civil Aviation, Volume 1 of Annex 16, which is specified as the "noise certification standard" in that Aircraft's Noise Certificate;
  - 15.8.5. the maximum seating capacity of that Aircraft;
  - 15.8.6. the manufacturer and engine identification for each engine on that Aircraft (as specified in accordance with the ICAO "Aircraft Engine Emissions Databank");
  - 15.8.7. the number of engines on that Aircraft;
  - 15.8.8. the Engine NOx for each engine on that Aircraft (as specified in accordance with the ICAO "Aircraft Engine Emissions Databank" or if not so specified, the equivalent value specified by the relevant engine manufacturer from time to time);
  - 15.8.9. the Noise Certificate applicable to that Aircraft; and
  - 15.8.10. the "noise quota count" applicable to that Aircraft in accordance with the Noise Control Scheme.
- 15.9. Each Aircraft Operator (acting by its appointed Groundhandler) shall provide to LLA, within 7 days of a written request from LLA, copies of all:
  - 15.9.1. "load/trim sheets";
  - 15.9.2. "passenger manifests";
  - 15.9.3. "aircraft flight manuals"; and
  - 15.9.4. the Noise Certificate;applicable to each Aircraft which has undertaken a Movement (and shall on request permit a representative of LLA to inspect the originals of such documents on 7 days notice).
- 15.10. Subject to the remaining provisions of this clause, LLA shall calculate the relevant Aircraft Charges in accordance with the information provided by each Aircraft Operator (or its appointed Groundhandler) in accordance with clauses 15.7, 15.8 and 15.9 ("Billing Information"). LLA may seek to verify the accuracy of the Billing Information by any means including (but not limited to), by:
  - 15.10.1. reference to data collected by the CAA and HM Revenue and Customs; and
  - 15.10.2. counting Passengers embarking or disembarking the relevant Aircraft Operator's Aircraft.In the event that an Aircraft Operator (or its appointed Groundhandler) fails to provide any of Billing Information, or such Billing Information is otherwise deemed by LLA to be inaccurate, LLA may at its discretion calculate the relevant Aircraft Charges based on the standard manufacturer's configuration applicable to each relevant Aircraft and may rely on such data sources as are available to LLA from time to time.
- 15.11. Each Aircraft Operator (acting by its appointed Groundhandler) must notify LLA as soon as practicable if there is:
  - 15.11.1. any material change to the Billing Information; or
  - 15.11.2. if any circumstances arise which may impact or impair LLA's ability to recover the Charges or which may adversely affect the operation of the Airport.



# 10. Terms of Use

- 15.12. If an Aircraft Operator has not operated an Aircraft which has undertaken a Flight to or from the Airport within the preceding 12 months, prior to any Movement the relevant Aircraft Operator must provide LLA with such evidence as LLA deems satisfactory to establish that Aircraft Operator has in place a security programme in respect of its operations which meets all relevant requirements of:
  - 15.12.1. the Aviation Security Act 1982 as amended (including by Civil Aviation Act 2012);
  - 15.12.2. the Mandatory Policies; and
  - 15.12.3. all Security Requirements. Cargo
- 15.13. Each Cargo Operator shall on or before the Movement of each of that Cargo Operator's Cargo Aircraft, provide to the Cargo Centre copies of all applicable AWBs, HAWBs, Cargo Manifests and DWSs relevant to the Cargo being Carried by the relevant Cargo Aircraft (together the "Cargo Documentation").
- 15.14. LLA may refuse, or cease, handling of any Cargo if the relevant Cargo Operator fails to provide complete and accurate Cargo Documentation in accordance with the provisions of clause 15.13.
- 15.15. LLA shall not be required to release any Cargo to an Operator if:
  - 15.15.1. that Operator has failed to pay any Charges when due to LLA; or
  - 15.15.2. any other charges incurred by another Operator in connection with such Cargo have not been paid when due.
- 15.16. Each Cargo Operator shall, within 48 hours of a request by LLA, collect and remove from the Airport all of that Cargo Operator's Uncollected Cargo from time to time. De-icing
- 15.17. Each Aircraft Operator operating one or more Aircraft which undertake Flights during the Winter Season, shall:
  - 15.17.1. maintain in place a written agreement at all times for the provision of de-icing services in respect of its Aircraft with either LLA or a third party authorised to provide such services at the Airport by LLA (details of which can be obtained from LLA on request) ("De-icing Contract"); and
  - 15.17.2. (except for GA Operators), maintain in place a written agreement at all times with an Approved Disposal Provider for the collection, storage and disposal of de-icing fluid used in connection with the de-icing of its Aircraft ("Disposal Contract").
- 15.18. Each Approved Disposal Provider shall ensure that all de-icing fluid (including glycol) which it is contracted to collect, store and dispose of in connection with a Disposal Contract is collected, stored and disposed of in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time.
- 15.19. Each FBO shall ensure that all de-icing fluid (including glycol) used within its Leased Areas in connection with the de-icing of Aircraft, or otherwise brought onto its Leased Areas, is collected, stored and disposed of in accordance with best industry practice, all Applicable Laws and all instructions issued by LLA from time to time. Groundhandling
- 15.20. Each Aircraft Operator must ensure that:
  - 15.20.1. immediately prior to, and at all times during each Movement, it
    - 15.20.1.1. has in place a written agreement with a Groundhandler to undertake all Groundhandling Services required in connection with the operation of that Aircraft Operator's Aircraft at the Airport; or
    - 15.20.1.2. holds on its own behalf an Operator Agreement permitting it to undertake all Groundhandling Services required in connection with the operations of its Aircraft at the Airport; (each an "Appointed Groundhandler"); and
  - 15.20.2. all Groundhandling Services in connection with its Aircraft at the Airport are undertaken by an Appointed Groundhandler.
- 15.21. LLA reserves the right to limit the number of Groundhandlers it issues Operator Agreements to in accordance with the Airports (Groundhandling) Regulations 1997 (as amended from time to time).
- 15.22. Each Aircraft Operator (acting by its appointed Groundhandler) shall ensure that:
  - 15.22.1. adequate groundhandling equipment is; and
  - 15.22.2. sufficient Workers (holding the appropriate Airside Driving Permits) are; available at all times to ensure that that Aircraft Operator's Aircraft can be moved at any time if so requested by LLA, ATC or an Airport Official.
- 15.23. Each Aircraft Operator shall ensure that if LLA, ATC or an Airport Official request that an Aircraft Operator's Aircraft is moved at the Airport, that Aircraft Operator shall, or shall procure, that such Aircraft is moved immediately to such location as LLA, ATC or the Airport Official specifies ("Movement Request"). If an Aircraft Operator fails to adhere to a Movement Request, that Aircraft Operator hereby authorises LLA (or a person appointed by LLA) to gain access to and move the relevant Aircraft by any viable means and relocate it to an area determined by LLA ("Aircraft Relocation"). Each Aircraft Operator shall be liable for, and hereby indemnifies LLA, and holds LLA harmless, against, all damages, liabilities, claims, costs and expenses that arise as a consequence of an Aircraft Relocation.
- 15.24. For the avoidance of doubt, the engagement of a third party Groundhandler shall not absolve, or reduce, an Aircraft Operator's liability to LLA under these CCU (or any relevant Operator Agreement). Neither LLA nor its servants or agents shall be liable for, and that Aircraft Operator shall indemnify LLA and keep LLA indemnified against, all liabilities, costs, claims, damages, expenses losses or injury of any description due to, or arising out of, the activities of that Aircraft Operator's appointed Groundhandler. PRM Passengers
- 15.25. LLA will provide, either itself or through an appointed contractor (as applicable the "PRM Provider"), PRM Airport Services to PRM Passengers in accordance with the PRM Regulations.
- 15.26. Each Aircraft Operator will perform its obligations as an air carrier under the PRM Regulations, and will not do anything to render LLA in breach of its obligations

# 10. Terms of Use

under the PRM Regulations.

- 15.27. Each Aircraft Operator will use all reasonable endeavours to encourage and facilitate each PRM Passenger who wishes to use PRM Airport Services, to notify that Aircraft Operator of that fact (“Assistance Request”):
    - 15.27.1. at, or as soon as practicable after, the time of booking a Flight (which is operated by that Aircraft Operator) that the relevant PRM Passenger intends to travel on; and
    - 15.27.2. no later than 48 hours prior to the published departure time of that Flight (if the booking takes place 48 hours or more before the published departure time of that Flight).
  - 15.28. Each Aircraft Operator shall request that each of its PRM Passengers wishing to travel with an Assistance Dog on an Arriving Flight (which is operated by that Aircraft Operator), notifies that Aircraft Operator of that fact, and provides Proof Of Training in respect of that Assistance Dog to that Aircraft Operator:
    - 15.28.1. at, or as soon as practicable after, the time of booking that Arriving Flight; and
    - 15.28.2. no later than 48 hours prior to the published departure time of that Arriving Flight (if the booking takes place 48 hours or more before the published departure time of that Arriving Flight).
  - 15.29. Each Aircraft Operator shall notify the then current PRM Provider of the PRM Information applicable to each PRM Passenger scheduled to travel on a Flight (operated by that Aircraft Operator):
    - 15.29.1. as soon as practicable after the Aircraft Operator becomes aware of the same; and
    - 15.29.2. no later than 36 hours prior to the published departure time of that Flight (if that Aircraft Operator receives the relevant Assistance Request more than 48 hours prior to the published departure time of that Flight).
  - 15.30. Each Aircraft Operator shall provide the PRM Passenger information it is required to provide to LLA in accordance with Article 6 of the PRM Regulation, to the PRM Provider as soon as reasonably practicable (and in any event in accordance with the minimum periods that that Aircraft Operator is required to provide such information to LLA in, as specified in Article 6 of the PRM Regulation).
- FBO Operations
- 15.31. Each FBO shall:
    - 15.31.1. implement such processes and procedures which are necessary to ensure that within its Leased Areas:
      - 15.31.1.1. all of its GA Clients safely and efficiently taxi, manoeuvre and park GA Aircraft; and
      - 15.31.1.2. all of its GA Passengers safely embark and disembark from GA Aircraft;
    - 15.31.2. only situate Stands within its Leased Areas in such locations and such configuration as LLA directs from time to time (“Designated Stands”);
    - 15.31.3. ensure that all GA Aircraft of its GA Clients located at the Airport remain on Designated Stands or within Hangars which are situated within its Leased Areas until, or unless, manoeuvring for the purposes of a Movement (or otherwise directed by ATC or LLA from time);
    - 15.31.4. ensure all access routes to and from Designated Stands (for use by pedestrians, Vehicles and Aircraft) are approved by LLA (“Approved Access Routes”);
    - 15.31.5. ensure that all of its GA Passengers, Invitees, Workers and Subcontractors comply with all directions or instructions given by LLA or an Airport Official from time to time;
    - 15.31.6. ensure that all of its GA Passengers, Invitees, Workers and Subcontractors only use, and remain within, an appropriate Approved Access Route whilst accessing an Airside area (and only then in accordance with any instructions of ATC), unless otherwise approved by LLA or ATC;
    - 15.31.7. ensure that all of its GA Clients at all times adhere to the obligations applicable to Aircraft Operators in these CCU;
    - 15.31.8. if LLA or ATC request that a GA Aircraft operated by one of its GA Clients is moved at the Airport, immediately procure that that GA Aircraft is moved to such location as LLA or ATC directs;
    - 15.31.9. ensure that all its FBO Groundhandling Services and all FBO Passenger Services are performed:
      - 15.31.9.1. in an efficient and timely manner; and
      - 15.31.9.2. in accordance with all Applicable Laws, the Mandatory Policies and all applicable provisions of these CCU (including the “airport security” requirements set out in clause 11);
    - 15.31.10. ensure that it implements all such services and functions which are necessary for it to lawfully operate its FBO Operation (except in respect of services or functions which LLA confirms in writing that it will undertake from time to time), and not do anything, or omit to do anything, which would result in LLA being in breach of any Applicable Law in connection with the operation of the FBO Operation, which shall include:
      - 15.31.10.1. ensuring it provides all services necessary to satisfy any obligation the FBO or LLA has in respect of the assistance of its GA PRM Passengers in accordance with all Applicable Laws;
      - 15.31.10.2. ensuring it implements all necessary security checks and screening of persons (including its GA Passengers, GA Crew, Workers, Invitees and Subcontractors), items and Vehicles to satisfy any obligation it or LLA has in respect of airport security in accordance with all Applicable Laws; and
      - 15.31.10.3. procuring that such immigration and border control checks and restrictions, in respect of each of its GA Passengers and GA Crew,

# 10. Terms of Use

- are in place and carried out, so as to satisfy any obligation it or LLA has in connection with its FBO Operation in accordance with all Applicable Laws;
- 15.31.11. ensure that it co-operates fully and provides such access as is necessary to permit the CAA and LLA to undertake audits and inspections of its operations at the Airport;
- 15.31.12. ensure that all requirements and instructions of LLA, the CAA, the DFT and Border Force are adhered to as soon as practicable in connection with its FBO Operation; and
- 15.31.13. remove from the Airport any GA Passenger or its Invitees, Workers or Subcontractors, or any other person within its Leased Areas, if that person poses a risk to safety or security at the Airport (or as otherwise directed by LLA from time to time).
16. Airside Driving
- 16.1. At all times whilst a Vehicle is being driven Airside by a Worker of an Operator, the relevant Operator shall:
- 16.1.1. ensure that that Worker has undertaken and passed all relevant airside driver training in accordance with the “Airside Driver Permit” operations safety instruction issued by LLA from time to time (“Airside Driver Permit OSI”);
- 16.1.2. ensure that that Worker holds a then current Airside Driving Permit;
- 16.1.3. ensure that that Worker holds all necessary driving licences and “certificates of competence” to permit that Worker to drive that Vehicle in accordance with the requirements set out in the Airside Diver Permit OSI;
- 16.1.4. is familiar with and adheres to all other requirements of the Airside Driver Permit OSI;
- 16.1.5. adheres to all speed limits, signs, notices and markings relevant to Vehicles being driven at the Airport; and
- 16.1.6. adheres to all instructions and directions of ATC, LLA or an Airport Official.
17. Aircraft Incidents
- 17.1. If an Aircraft Operator’s Aircraft is involved in an incident which prevents, hinders or impairs the use of, or operations within, any part of the Airport or which results in damage to that Aircraft (a “Disruption Event”):
- 17.1.1. the relevant Aircraft Operator shall immediately notify the Airport Operations Control Centre of the nature, extent and consequences of the Disruption Event;
- 17.1.2. if the relevant Aircraft is immobilised:
- 17.1.2.1. the relevant Aircraft Operator hereby authorises LLA (or a person appointed by LLA) to gain access to and move, rescue or salvage such Aircraft by any viable means and relocate it to an area determined by LLA (“Aircraft Removal”); and
- 17.1.2.2. unless LLA informs the relevant Aircraft Operator that LLA intends to undertake or arrange an Aircraft Removal, that Aircraft Operator shall undertake an Aircraft Removal itself within one hour of the Disruption Event occurring.
- 17.2. Each Aircraft Operator shall be liable for, and hereby indemnifies LLA, and holds LLA harmless against, all damages, liabilities, claims, costs and expenses that arise as a consequence of an Aircraft Removal.
18. Aircraft Parking
- 18.1. Each Aircraft Operator shall ensure that each of Aircraft Operator’s Aircraft at the Airport are only parked (in a stationary position):
- 18.1.1. at such locations as are permitted and specified by LLA from time to time; or
- 18.1.2. at such location within a Leased Parking Area as is permitted and specified by the relevant Leased Parking Area Operator from time to time; and for the avoidance of doubt, LLA shall not be required to specify that any Fixed Wing Aircraft is parked at a designated Stand and the Charges applicable to Aircraft parking will apply wherever an Aircraft Parks at the Airport.
19. Aircraft Detention
- 19.1. So long as an Aircraft Operator’s Aircraft, and/or any parts or accessories of an Aircraft Operator’s Aircraft, shall be situated at the Airport (or situated upon any land within the Airport allotted by or rented from LLA), LLA shall have a continual lien both particular and general upon that Aircraft Operator’s Aircraft, and/or any its parts and accessories of that Aircraft Operator’s Aircraft, (“together constituting a “Secured Aircraft”) for all Charges of whatsoever nature and whensoever incurred, which are due and payable to LLA in respect of that Aircraft Operator’s Aircraft and/or in respect of any other Aircraft Operator’s Aircraft at the time when the Charges become due, and all such Charges shall be deemed to be in default for the purposes of Section 88 of the Civil Aviation Act 1982 from the date incurred until payment in full is made.
- 19.2. LLA may detain at the Airport a Secured Aircraft (an “Aircraft Detention”) if the relevant Aircraft Operator has failed to pay any Charges when due to LLA (“Outstanding Charges”) pending payment of such Charges.
- 19.3. If payment of any Outstanding Charges are still unpaid within 56 days of an Aircraft Detention commencing (the date of which shall be confirmed by letter issued by LLA to the registered owner(s) of the relevant detained Secured Aircraft at any place at which such registered owner(s) carries on business), the relevant Aircraft Operator hereby agrees that (unless that Operator disputes the Outstanding Charges and provides sufficient security pursuant to and in accordance with Section 88(2) of the Civil Aviation Act 1982) LLA shall be at liberty from time to time and

# 10. Terms of Use

in such manner as it shall think fit, to sell (subject to the leave of the Court), remove, destroy or otherwise dispose of any Secured Aircraft (including the parts and accessories of that Secured Aircraft) in order to satisfy the Charges.

- 19.4. In the event that an Aircraft Operator (being a natural person or persons) shall commence any personal insolvency procedure in any jurisdiction or a receiving order shall be made against that Aircraft Operator or (in the case of that Aircraft Operator being a company) an order or resolution whether voluntary or compulsory shall be made or passed for the winding-up or liquidation of that Aircraft Operator or for the purposes of an administration of that Aircraft Operator or if that Aircraft Operator shall make any assignment of its estate for the benefit of or any arrangement or composition with the creditors of that Aircraft Operator or shall do any other act or take any proceeding in law having effects or results similar to those of bankruptcy in any jurisdiction, then non-payment of any Charges which have been incurred as at that date shall be deemed to be a default of payment for the purposes of Section 88 of the Civil Aviation Act 1982.
  - 19.5. The Aircraft Operator shall pay LLA for all costs and expenses incurred by LLA as a result of the detention of a Secured Aircraft in accordance with clause 19.2, and such costs and expenses shall be deemed to form part of the Charges (“Detention Costs”). The Aircraft Operator shall pay all Detention Costs within 14 days of invoice by LLA.
  - 19.6. All of the rights or powers of LLA set out in this clause 19 are exercisable without prejudice to its statutory rights pursuant to Section 88 of the Civil Aviation Act 1982 or to any other right, power or remedy of LLA, whether statutory, equitable, arising at common law or otherwise.
- ## 20. Operator Workers
- 20.1. In the course of its operations at the Airport, each Operator shall:
    - 20.1.1. procure that all its Workers are properly trained for the performance of their duties, and will not utilise any person to undertake Operator Activities unless they have been so trained;
    - 20.1.2. without prejudice to clause 20.1.1; procure that all of its Workers undertake such training as is required in accordance with the Mandatory Policies or is otherwise specified by LLA from time to time;
    - 20.1.3. procure that all of its Workers who attend the Airport are familiar with and understand the Mandatory Policies and the terms of these CCU (or any relevant Operator Agreement) in so far as they affect their duties and take appropriate training or disciplinary measures should this not be the case;
    - 20.1.4. require all of its Workers who attend the Airport to be sufficiently skilled so as to be able to fully perform their duties and to comply with that Operator’s obligations under these CCU or any relevant Operator Agreement (in so far as they are relevant to them);

- 20.1.5. at the request of LLA, immediately remove any of Worker from undertaking its Activities if LLA considers that such Worker:
    - 20.1.5.1. has or may have committed a criminal offence or breached any of the Mandatory Policies whilst at the Airport;
    - 20.1.5.2. constitutes a security or health and safety risk to the Airport or to persons at the Airport; and
    - 20.1.5.3. may bring the reputation of the Airport or LLA into disrepute;
  - 20.1.6. require all of its Workers who attend the Airport to be trained (by LLA or such third parties as are approved by LLA from time to time) in terminal evacuation procedures and security and safety awareness and to act in accordance with that training and take appropriate training or disciplinary measures should this not be the case;
  - 20.1.7. require all of its Workers whilst present at the airport to be of a clean and smart appearance at all times, and take appropriate measures should this not be the case;
  - 20.1.8. require all of its Workers to be courteous, to support the promotion of the Airport as being customer focused, to conduct themselves in such a manner as to promote good working relationships with other Operators and occupiers of the Airport, and take appropriate training or disciplinary measures should this not be the case;
  - 20.1.9. provide to LLA training records and confirmation of any necessary training or disciplinary measures that any of its Worker may have been subject to in connection with these CCU (or any relevant Operator Agreement); and
  - 20.1.10. ensure that all of its Workers permitted to use any car parking facilities at the Airport in connection with its Activities (determined at LLA's discretion) only uses such car parking facilities whilst undertaking such Activities.
- 20.2. For the avoidance of doubt, all charges for passes, permits, travelcards and parking provided by LLA to an Operator’s Workers in accordance with Sections 7 and 8 of these CCU shall be deemed to be Charges payable by such Operator to LLA in accordance with clause 3.
- ## 21. Intellectual Property
- 21.1. To the extent permitted by law:
    - 21.1.1. all Intellectual Property Rights in the data and databases compiled by an Aircraft Operator (or its appointed Groundhandler) in connection with its obligations under these CCU (or an Operating Agreement) (“Groundhandling Data”) shall remain vested in that Aircraft Operator (or its appointed Groundhandler) until such data or databases are entered into the AODB by that Aircraft Operator (or its appointed Groundhandler) or is otherwise provided by that Aircraft Operator (or its appointed Groundhandler) to LLA; and
    - 21.1.2. each Aircraft Operator and Groundhandler assigns to LLA, with full title

# 10. Terms of Use

guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Groundhandling Data at the time it is entered into the AODB by the Groundhandler or otherwise provided by the Groundhandler to LLA.

- 21.2. At its own expense, each Aircraft Operator and Groundhandler shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to these CCU (and each relevant Operator Agreement), including securing for LLA all rights, title and interest in and to the Intellectual Property Rights and all other rights assigned to LLA in accordance with clause 21.1.
- 21.3. Each Aircraft Operator and Groundhandler shall obtain waivers of any moral rights in the Groundhandling Data to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction in respect of all Intellectual Property Rights and all other rights assigned to LLA in accordance with clause 21.1.

## 22. Commercial Rights

- 22.1. Nothing in these CCU (or any relevant Operator Agreement) shall preclude LLA from implementing commercial arrangements (either directly or through a third party) with Passengers or any other third party for the sale of any goods or the use of any facilities or services at the Airport.
- 22.2. No Aircraft Operator shall, without LLA's prior written consent, introduce any commercial arrangements with its Passengers where such commercial arrangements may have an adverse effect on:
  - 22.2.1. LLA's operations and/or business; or
  - 22.2.2. any third party's operation of a Concession;
- 22.3. Subject always to any Applicable Laws, each Aircraft Operator will ensure that it maintains, and will use reasonable endeavours to ensure that any third parties acting on its behalf comply with, a policy of permitting all Passengers boarding the Aircraft Operator's Aircraft (which are due to undertake departing Flights from the Airport) to carry at least one shopping bag containing purchases made at the Airport as hand cabin luggage free of charge (in addition to at least one permitted hand cabin bag), provided that such shopping bag does not have a capacity of more than 20 litres. Each Aircraft Operator shall use all reasonable endeavours to clearly communicate this policy to its Passengers.

## 23. Marketing Rights

- 23.1. Each Operator agrees that LLA shall be permitted to promote, market, and advertise that Operator's presence and Activities at the Airport for any purpose in connection with the Airport through any media or on any platform, including LLA's website located at [www.london-luton.co.uk](http://www.london-luton.co.uk), app(s), social media, and all other forms of advertising or marketing material issued by, or on behalf of, LLA from time to

time.

- 23.2. Each Operator grants to LLA a non-exclusive, worldwide and royalty free right to use its Trade Marks in connection with the permissions granted to LLA in accordance with clause 23.1, subject to these CCU (and each relevant Operator Agreement) from the relevant Commencement Date to the relevant Cessation Date.
- 23.3. LLA acknowledges and agrees that all rights in an Operator's Trade Marks shall remain the property of that Operator (or that Operator's licensors), and that LLA has and will acquire no right in them by virtue of the discharge of its obligations under these CCU (unless otherwise specified in a relevant Operator Agreement) except for the right to use the Trade Marks as expressly provided in these CCU.

## 24. Liability

- 24.1. Nothing in these CCU (or any relevant Operator Agreement) shall exclude or restrict LLA or an Operator's liability for:
  - 24.1.1. death or personal injury caused by its negligence, or the negligence of its Personnel;
  - 24.1.2. fraud or fraudulent misrepresentation; or
  - 24.1.3. 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.
- 24.2. Subject to clause 24.1, neither LLA nor its servants or agents shall be liable to an Operator:
  - 24.2.1. for the death, injury or illness which may be sustained by any of that Operator's Personnel or by any other person under that Operator's control, or for any loss of, damage or destruction to the property of that Operator or of any such Personnel of that Operator or by any other person under that Operator's control, unless due to the deliberate act (otherwise than in good faith) or negligence of LLA or LLA's Personnel or any other person under its control;
  - 24.2.2. for loss of or damage to any property (including Aircraft, Aircraft parts or accessories, or any property contained in any Aircraft, occurring while any Aircraft is situated at the Airport, in the course of Landing or Take-off or being removed or dealt with by LLA in the event of sale or detention of such Aircraft in accordance with the relevant legislation or under these CCU) arising or resulting directly or indirectly from any act, omission, neglect or default on the part of LLA, or its servants or agents, unless done maliciously with intent to cause damage, or recklessly and with knowledge that damage would probably result;
  - 24.2.3. any loss damage or inconvenience that Operator may sustain through any disruption to its Activities or other Airport facilities due to Force Majeure Event;
  - 24.2.4. for any costs, claims, damage, loss or injury of any description due to, or



# 10. Terms of Use

arising out of, the use by that Operator of the Airport or presence of that Operator's property on or at the Airport (including, if that Operator is an Aircraft Operator, the presence of that Operator's Aircraft at the Airport)

- 24.2.5. whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:
  - 24.2.5.1. any indirect, special, incidental, consequential loss; or
  - 24.2.5.2. any loss of revenue, business contracts, anticipated savings or profits, goodwill, opportunity, business or wasted expenditure suffered by that Operator, in each case whether direct or indirect, even if such loss was reasonably foreseeable or LLA had been advised of the possibility of that Operator incurring it.
- 24.3. Without prejudice to the generality of the foregoing, LLA shall not be liable to an Aircraft Operator or to any other Operator in respect of any claims made or compensation payable to any persons for delays in or cancellations to Aircraft departures or arrivals (including under EC Regulation 261/2004 in respect of denied boarding, cancellations or long delay of flights) or in respect of any liability in of an Aircraft Operator or any other Operator in connection with such delays or cancellations.
- 24.4. LLA gives no warranty as to the continued availability, use and operation of the Airport and may at any time or from time to time at its sole discretion close, or restrict access of any person or persons to the, Airport or any part thereof without incurring any liability to an Operator.
- 24.5. The security of each Aircraft Operator's Aircraft and all its contents (including Passenger Baggage and possessions situated on such Aircraft from time to time) shall at all times be the sole responsibility of the relevant Aircraft Operator (and each Aircraft Operator shall take such steps as are necessary to restrict unauthorised access to, or unauthorised use of, its Aircraft and their contents).
- 24.6. Subject to clause 24.1, LLA's maximum aggregate liability to an Operator for all liabilities incurred in a Year to that Operator whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with:
  - 24.6.1. a Supplier Contract, shall be limited to the aggregate charges payable by LLA to the relevant Operator under that Supplier Contract in respect of that Year (and if such Year has not concluded at the point such liability is either settled between LLA and the relevant Operator or determined by a court, mediator or adjudicator, LLA's good faith estimate of the charges under that Supplier Contract likely be incurred in the course of that Year); or
  - 24.6.2. LLA's provision of Airport Services to the relevant Operator, shall be limited to the aggregate charges payable by the relevant Operator to LLA in connection with the relevant Airport Services in respect of that Year (and

if such Year has not concluded at the point such liability is either settled between LLA and that Operator or determined by a court, mediator or adjudicator, LLA's good faith estimate of the charges likely be incurred in the course of that Year by the relevant Operator in connection with the relevant Airport Services); or

- 24.6.3. an Operator Agreement or these CCU (except to the extent that the such liability or liabilities arise in connection with a Supplier Contract or LLA's provision of Airport Services to the relevant Operator), shall be limited to either:
    - 24.6.3.1. the total Charges payable by the relevant Operator to LLA under that Operator Agreement (if applicable) and these CCU in respect of that Year (and if such Year has not concluded at the point such liability is either settled between LLA and the relevant Operator or determined by a court, mediator or adjudicator, LLA's good faith estimate of the relevant Charges likely be incurred in the course of that Year); or
    - 24.6.3.2. if no Charges are payable by the relevant Operator to LLA under that Operator Agreement (if applicable) and these CCU in respect of that Year, £10,000.
  - 24.7. Each Operator will have no claim under these CCU (or any relevant Operator Agreement) against LLA by way of compensation, damages, reduction in Charges, or otherwise, for any loss of or disruption to trade or to its Activities arising from Operational Requirements or any alteration of such Operational Requirements or any other change in procedures or disruption to the working of the Airport.
  - 25. Indemnity
    - 25.1. Each Operator will indemnify LLA and LLA's Personnel against:
      - 25.1.1. all and any loss of or damage to any building or property of LLA or of any third party; and
      - 25.1.2. all other liabilities, demands, claims, proceedings, fines, penalties, sanctions, actions, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LLA or LLA's Personnel;
- arising out of or in connection with (a) any negligent performance, breach, non-performance, performance, omissions, or delay in performance by that Operator, or its Personnel, Subcontractors, Invitees or any other person under its Control or acting with its authority (together the "Authorised Persons") of its, or its Authorised Persons', obligations under these CCU (or a relevant Operator Agreement), or (b) its Activities (or any Activities undertaken by its Authorised Persons), or (c) from any breach of the Mandatory Policies, or any statutory duty, by that Operator (or its Authorised Persons), or (d) from the negligence or wilful

# 10. Terms of Use

misconduct of that Operator (or its Authorised Persons), or (e) Cargo, Vehicle, Aircraft or any other item or property it (or its Authorised Persons) has brought onto the Airport, or (f) any of its Leased Areas or any activities taking place in such Leased Areas (g) LLA's provision of Operational Support to that Operator (or its Authorised Persons). For the avoidance of doubt, LLA and LLA's Personnel shall not be under a duty to mitigate any loss they may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## 26. Insurance

26.1. From the relevant Commencement Date to the relevant Cessation Date, each Aircraft Operator shall maintain in force at least the following insurance policies, with reputable insurance companies of good financial standing which are appropriately regulated, to cover the liabilities that may arise under or in connection with these CCU (or any relevant Operator Agreement):

26.1.1. passenger, baggage, cargo and third party liability insurance in respect of its Aircraft Operator's Aircraft in a sum which shall not at any time be less than the minimum levels of insurance required in accordance with EC Regulation 785/2004 as amended by Regulation 285/2010 and implemented by the Civil Aviation (Insurance) Regulations 2005 on insurance requirements for air carriers and Aircraft Operators ("Minimum Levels"); provided that

26.1.1.1. such insurance must provide that such Minimum Levels apply only to limit claims which relate to one occurrence or series of occurrences arising out of one event; and

26.1.1.2. such insurance must provide that there shall be no aggregate limit in the value of claims over the lifetime of such insurance (with the exception of coverage in respect of liabilities arising out of war, terrorism and allied perils, which may be subject of an annual aggregate limit of not less than the relevant Minimum Levels);

26.1.2. airside public liability insurance with a limit of at least £100,000,000 per claim and £100,000,000 in aggregate per annum (which must include a war and allied perils extension, with at least the same limits), provided that if the insurance referred to in clause 26.1.1 above is maintained in place by that Aircraft Operator and provides equivalent cover in its entirety, separate airside public liability insurance shall not be required;

26.1.3. general public liability insurance with a limit of at least £10,000,000 per claim and £10,000,000 in aggregate per annum, provided that if the insurance referred to in clause 26.1.1 or 26.1.2 above is maintained in place by that Aircraft Operator and provides equivalent cover in its entirety, separate general third party/public liability insurance shall not be required;

26.1.4. employer's liability insurance with a limit of at least £10,000,000 per claim and £10,000,000 in aggregate per annum;

26.1.5. environmental impairment insurance with a limit of at least £3,000,000 per claim and £3,000,000 in aggregate per annum; and

26.1.6. any other insurance required under Applicable Law relevant to that Aircraft Operator

26.2. Each Operator shall maintain in place all insurance policies specified in each relevant Operator Agreement for at least the duration of each such Operator Agreement (or such longer periods as is otherwise specified in the relevant Operator Agreement).

26.3. Each Airside Vehicle Operator shall from the relevant Commencement Date to the relevant Cessation date maintain in place fully comprehensive vehicles insurance in respect of all of its Vehicles (which must provide insurance coverage for the operation of such Vehicles Airside by the Airside Vehicle Operator's Personnel and LLA's Personnel) with:

26.3.1. no limit in respect of personal injury caused to third parties per claim; and

26.3.2. for at least the full repair cost or replacement value of the relevant Vehicle and any third party property per claim (subject to a limit of at least £100,000,000 per claim and £100,000,000 in aggregate per annum);

26.4. Each Operator shall ensure that any insurance policy that that Operator is required to maintain in accordance with clauses 26.1, 26.2 and 26.3 (except for any professional indemnity insurance) shall contain an indemnity to principals clause under which LLA shall be indemnified in respect of third party claims made against LLA arising out of or in connection with any goods supplied by that Operator or activities of that Operator and for which that Operator is legally liable.

26.5. Each Operator undertakes that it will not do, or omit to do, anything to invalidate any of the insurance policies set out in clauses 26.1, 26.2 and 26.3 (including non-payment of any premium) or to prejudice LLA's entitlement under those insurance policies.

26.6. Each Operator will not do anything or authorise or allow anything to be done whereby any policy or policies of insurance maintained by LLA may become void or voidable or as a result of which the premium may be increased. If an Operator breaches this obligation, and without prejudice to any other right or remedy of LLA, that Operator will pay to LLA the full amount of the additional premium or (as the case may be) the insurance proceeds rendered irrecoverable as a consequence of such breach.

26.7. Each Operator must:

26.7.1. provide to AirDat (or if LLA so specifies, LLA) at least once a year, and at any other time within 5 Business Days upon AirDat's (or LLA's) request, a current, in date, insurance certificate for each insurance policy detailed in clauses 26.1, 26.2 and 26.3 above which it holds ("Reviewable Insurances"), by such means or method as is specified by AirDat (or LLA) from time to

# 10. Terms of Use

- time;
- 26.7.2. provide to AirDat (or if LLA so specifies, LLA) all reasonable assistance, supporting evidence and information as is necessary for AirDat (or LLA) to determine if the Reviewable Insurances meet that Operator's minimum insurance obligations specified in accordance with the terms of these CCU and each applicable Operator Agreement ("Annual Insurance Review");
- 26.7.3. in the event that AirDat (or LLA) informs that Operator that it has reasonably determined that that Operator does not hold suitable insurances ("Insurance Requirement Breach") which meet that Operator's minimum insurance obligations specified in accordance with the terms of these CCU and each applicable Operator Agreement ("Suitable Minimum Insurances"), that Operator shall:
- 26.7.3.1. if so requested by LLA, immediately cease operations at the Airport until it has in place Suitable Minimum Insurances and has provided evidence of the same to AirDat (or if LLA so specifies, to LLA); and
- 26.7.3.2. in any event, within 10 Business Days of being informed of an Insurance Requirement Breach, ensure it obtains Suitable Minimum Insurances, and provides evidence of the same to AirDat (or if LLA so specifies, to LLA); and
- 26.7.4. on demand by AirDat, promptly pay to AirDat, AirDat's published charges for undertaking each Annual Insurance Review;
- provided that receipt of such insurance certificates and other evidence by AirDat or LLA shall not in itself constitute acceptance by LLA that that Operator has complied with its insurance obligations specified in accordance with the terms of these CCU (and each applicable Operator Agreement), or relieve that Operator of any of its liabilities under these CCU (or any relevant Operator Agreement).
- 26.8. Each Operator must notify LLA immediately if any of the insurance policies set out in clauses 26.1, 26.2 and 26.3 lapses or is denied.
- 26.9. Any excess or deductibles under each insurance policy detailed in clauses 26.1, 26.2 and 26.3 above shall be the sole and exclusive responsibility of the relevant Operator.
- 26.10. Each insurance maintained by each Operator in accordance with clauses 26.1 and 26.2 shall:
- 26.10.1. name LLA together with its employees, directors and such other party as LLA may request as additional named insured (the "Additional Insured");
- 26.10.2. 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;
- 26.10.3. be primary without right of contribution from any other insurance carried by the Additional Insured;
- 26.10.4. provide that the Additional Insured shall have no liability for premiums and that that Operator's insurers shall waive any rights of set-off, counterclaim or other deduction against the Additional Insured;
- 26.10.5. provide that the insurers waive their rights of subrogation against the Additional Insured.
- 26.11. Each Operator's liabilities under these CCU and each relevant Operator Agreement shall not be deemed to be released or limited by that Operator taking out any insurance policy.
27. Confidentiality
- 27.1. Each Operator undertakes that it shall not at any time disclose to any person any:
- 27.1.1. LLA Materials;
- 27.1.2. information concerning Airport security and access (including the location of any security vulnerabilities) or infrastructure details in respect of the Airport;
- 27.1.3. plans, schematics, diagrams, drawings or designs of any part, or all, of the Airport (or of any existing or proposed structure at the Airport);
- 27.1.4. information concerning LLA's commercial arrangements (including the terms of any relevant Operator Agreement), development plans, charges, business, affairs, suppliers, customers, personnel, technical or commercial know-how, specifications, inventions, processes or initiatives; or
- 27.1.5. information of LLA's which is labelled or specified by LLA as being confidential or secret, or which a reasonable business person would consider to constitute confidential information;
- which has been disclosed to that Operator by LLA, LLA's Personnel or any third party or which is otherwise acquired by that Operator (together the "Confidential Information").
- 27.2. Each Operator may disclose LLA's Confidential Information:
- 27.2.1. to such of that Operator's Personnel as need to know it for the purpose of discharging that Operator's obligations under these CCU (and any relevant Operator Agreement) provided that that Operator shall ensure that each of that Operator's Personnel to whom it discloses LLA's Confidential Information complies substantively with that Operator's obligations in this clause 27; or
- 27.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 27.3. No Operator shall use LLA's Confidential Information for any purpose other than to perform its obligations in accordance with these CCU (or any applicable Operator Agreement).
- 27.4. For the avoidance of doubt, nothing in these CCU (or any relevant Operator Agreement) shall prevent LLA from disclosing any of the confidential information of an Operator if:



# 10. Terms of Use

- 27.4.1. the information is already in the public domain;
  - 27.4.2. disclosure is required by law or any regulatory body;
  - 27.4.3. disclosure is to LLA's professional advisers; or
  - 27.4.4. disclosure is to LLA's shareholders, the freeholder of the Airport or to a prospective operator of the Airport.
- 27.5. Each Operator agrees and acknowledges that;
- 27.5.1. once entered into the AODB, no Groundhandling Data ("AODB Data") shall be deemed to be, or treated as, confidential by that Operator or LLA;
  - 27.5.2. LLA shall not owe a duty of confidence to that Operator in respect of any AODB Data; and
  - 27.5.3. LLA may at its discretion utilise AODB Data for such purposes, and provide AODB Data to such third parties, as LLA determines from time to time (which may include the provision of AODB Data to Retail Concessionaires for the purposes of assisting such Retail Concessionaires in determining appropriate staffing levels for their Concessions).
28. Data Protection and Data Processing
- 28.1. Each Operator shall not do anything in breach of the Data Protection Requirements or anything that would render LLA in breach of the same.
- 28.2. Each Operator shall comply with LLA's prevailing data protection policies and notices from time to time (which may be made available from time to time on LLA's website located at [www.london-luton.co.uk](http://www.london-luton.co.uk)).
- 28.3. Each Operator and LLA acknowledge that for the purposes of the Data Protection Requirements, that Operator and LLA (as the context of any processing in accordance with the Annex to these CCU, or the terms of any Operator Agreement, requires) may at times be a data controller or a data processor in connection with these CCU (and any relevant Operator Agreement) where "data controller" and "data processor" have the meanings as defined in the Data Protection Requirements. The Annex to these CCU sets out the scope, nature and purpose of processing by each Operator and LLA under these CCU, the duration of the processing and the types of Personal Data and categories of data subject. Each Operator shall not process Personal Data other than in accordance with the parameters set out in the Annex (as amended by the parties from time to time in accordance with the provisions of clause 38) or as otherwise specified in accordance with the terms of a relevant Operator Agreement.
- 28.4. Without prejudice to the generality of clause 28.1, each Operator shall, in relation to Personal Data it processes in connection with the performance of its obligations under these CCU (or any relevant Operator Agreement):
- 28.4.1. ensure that there is in place (as applicable) all necessary appropriate consents and notices to enable that Operator to lawfully process such Personal Data for the purposes of these CCU (and any relevant Operator Agreement);
  - 28.4.2. if such Personal Data is Shared Personal Data, ensure that there is in place (as applicable) all necessary appropriate consents and notices to enable LLA to lawfully process such Personal Data for the purposes of these CCU (and any relevant Operator Agreement);
  - 28.4.3. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, process that Personal Data only on the written instructions of LLA unless that Operator is required by any Applicable Laws to process Personal Data. Where that Operator is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data in accordance with an Applicable Law, that Operator shall promptly notify LLA of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits that Operator from so notifying LLA;
  - 28.4.4. ensure that it has in place appropriate technical and organisational measures, (to the satisfaction of LLA if such Personal Data is processed on behalf of LLA or is Shared Personal Data), to protect against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, renaming and encrypting such Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to such Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 28.4.5. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, not transfer any such Personal Data outside of the United Kingdom or the European Economic Area unless the prior written consent of LLA has been obtained and the following conditions are fulfilled:
    - 28.4.5.1. LLA or that Operator has provided appropriate safeguards in relation to the transfer;
    - 28.4.5.2. each relevant data subject has enforceable rights and effective legal remedies;
    - 28.4.5.3. that Operator complies with its obligations under the Data Protection Requirements by providing an adequate level of protection in respect of any such Personal Data that is transferred; and
    - 28.4.5.4. that Operator complies with reasonable instructions notified to it in advance by LLA with respect to the processing of such Personal Data; and
    - 28.4.5.5. assist LLA (and undertake such action as LLA may require) in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Requirements with respect to security, breach notifications, impact

# 10. Terms of Use

- assessments and consultations with supervisory authorities or regulators (including promptly complying with any request from LLA requiring that Operator to amend, transfer or delete Personal Data);
- 28.4.6. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, notify LLA without undue delay on becoming aware of any security breach, unlawful access or processing, loss, damage or destruction in respect of such Personal Data;
- 28.4.7. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, promptly inform LLA if any such Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable and promptly restore such Personal Data at its own expense;
- 28.4.8. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, at the written direction of LLA, delete or return such Personal Data and copies thereof to LLA on the relevant Cessation Date unless required by Applicable Law to store such Personal Data; and
- 28.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 28;
- 28.4.10. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, not appoint a third party processor of such Personal Data under these CCU or any relevant Operator Agreement (without LLA's prior written consent)
- 28.4.11. if such Personal Data is processed on behalf of LLA or is Shared Personal Data, ensure that all additional requirements of the Data Protection Requirements are met if any such Personal Data relates to criminal activity or is special category Personal Data; and
- 28.4.12. ensure that it maintains appropriate policies and procedures to enable the lawful processing (in accordance with the Data Protection Requirements) of any such Personal Data which relates to criminal activity or which is special category Personal Data.
- 28.5. Each Operator shall ensure that:
  - 28.5.1. it takes reasonable steps to ensure the reliability of any of that Operator's Personnel who have access to Personal Data;
  - 28.5.2. access to Personal Data is limited to:
    - 28.5.2.1. those Personnel of that Operator who need access to such Personal Data to meet that Operator's obligations under these CCU (and any relevant Operator Agreement); and
    - 28.5.2.2. in the case of any access by any of that Operator's Personnel, such part or parts of such Personal Data as is strictly necessary for performance of such Personnel's duties;
  - 28.5.3. all of its Personnel who have access to the Personal Data:
    - 28.5.3.1. are informed of the confidential nature of Personal Data;
    - 28.5.3.2. have undertaken training in the laws relating to handling Personal Data; and
    - 28.5.3.3. are obliged to keep Personal Data confidential and are aware of that Operator's duties.
- 28.6. Each Operator shall transfer all Personal Data which is processed on behalf of LLA or which is Shared Personal Data to LLA within 2 Business Days of:
  - 28.6.1. LLA's request for such data; and
  - 28.6.2. the relevant Cessation Date.
- 28.7. If an Operator receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data, or to LLA or that Operator's compliance with the Data Protection Requirements, it shall immediately notify LLA and it shall provide LLA with full co-operation and assistance in relation to any such complaint, notice or communication.
- 28.8. If an Operator receives a request from a Data Subject in connection with that person's Personal Data, and the relevant Personal Data is either (a) processed by that Operator on behalf of LLA or (b) is Shared Personal Data; that Operator shall:
  - 28.8.1. notify LLA within 2 Business Days of receiving such a request;
  - 28.8.2. provide LLA with full co-operation and assistance in relation to any request made by a Data Subject in connection with that person's Personal Data; and
  - 28.8.3. not disclose the Personal Data to any Data Subject or to a third party other than at the request of LLA or as provided for in these CCU or any relevant Operator Agreement.
- 28.9. LLA is entitled, on giving at least 2 Business Days' notice to an Operator, to inspect or appoint representatives to inspect all premises, equipment, documents and electronic data relating to the processing of Personal Data by that Operator (and that Operator shall grant such access as is necessary to facilitate such inspection).
- 28.10. Each Operator shall notify LLA immediately if it becomes aware of any advance in technology and methods of working relating to the supply of the Airport Services which mean that LLA should revise the security measures it has in place in respect of the processing of Personal Data.
- 29. Ethics Compliance
  - 29.1. Each Operator shall at all times from the relevant Commencement Date to the relevant Cessation Date:
    - 29.1.1. comply with all Applicable Laws, statutes, regulations and codes relating to:
      - 29.1.1.1. anti-bribery and anti-corruption including the Bribery Act 2010;
      - 29.1.1.2. anti-slavery and human trafficking including the Modern Slavery Act 2015; and

# 10. Terms of Use

- 29.1.1.3. anti-facilitation of tax evasion including the Criminal Finances Act 2017;  
(together the “Relevant Requirements”).
- 29.1.2. not engage in any activity, practice or conduct which would constitute
  - 29.1.2.1. an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 29.1.2.2. an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK
  - 29.1.2.3. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
  - 29.1.2.4. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 29.1.3. comply with such of LLA’s prevailing policies relating to ethics, anti-bribery, anti-slavery and anti-tax evasion as are made available to such Operator or published by LLA time to time (“Relevant Policies”) and promptly notify LLA as soon it becomes aware of any breach of such Relevant Policies;
- 29.1.4. have and shall maintain in place its own policies and procedures (including, as applicable, adequate procedures under the Bribery Act 2010), to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 29.1.2, and will enforce them where appropriate;
- 29.1.5. immediately notify LLA:
  - 29.1.5.1. of any request or demand for any undue financial or other advantage of any kind received by that Operator in connection with the performance of its obligations in connection with these CCU (or a relevant Operator Agreement);
  - 29.1.5.2. of any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; and
  - 29.1.5.3. of any actual or suspected slavery or human trafficking in a supply chain which has a connection with these CCU or any relevant Operator Agreement;
  - 29.1.5.4. if a foreign public official becomes an officer or employee of that Operator or acquires a direct or indirect interest in that Operator, and that Operator warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the relevant Commencement Date; and

- 29.1.6. upon request by LLA, certify to LLA in writing signed by an officer of that Operator, compliance with this clause 29.1 by that Operator and all persons associated with it under clause 29.2. That Operator shall provide such supporting evidence of its compliance as LLA may reasonably request.
- 29.2. Each Operator shall ensure that any person associated with that Operator who is performing services or providing goods in connection with these CCU or any relevant Operator Agreement (“Associated Person”) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that Operator in clause 29.1 (“Relevant Terms”). Each Operator shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to LLA for any breach by such persons of any of the Relevant Terms.
- 29.3. For the purpose of clause 29.1.4, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 29, a person associated with the relevant Operator includes but is not limited to any subcontractor of that Operator.
- 30. Manager Liaison
  - 30.1. At all times between the relevant Commencement Date and the relevant Cessation Date, each Operator shall appoint a member of its Personnel to be responsible for the management of its Activities at the Airport (an “Operator Manager”). Each Operator shall notify LLA, of the name, email address and contact telephone number (“Manager Details”) of that Operator’s then current Operator Manager:
    - 30.1.1. on the relevant Commencement Date;
    - 30.1.2. at any time on request by LLA; and
    - 30.1.3. whenever the identity of Manager Details of its Operator Manager changes.
  - 30.2. Each Operator shall procure that its Operator’s Manager, will meet with LLA’s Manager (“together the “Managers”) at such times as LLA may determine from time to time to discuss any relevant matters in connection with these CCU or any Operators Agreement (“Meetings”). The relevant Operator shall procure that its Operator’s Manager will discuss in good faith with LLA’s Manager any relevant issues tabled by either of them, including, but not limited to:
    - 30.2.1. operational issues;
    - 30.2.2. customer service issues;
    - 30.2.3. feedback and complaints received by LLA, and action taken or to be taken by that Operator to prevent a repetition of similar complaints;
    - 30.2.4. opportunities for improved efficiencies in connection with the relevant Activities or Airport Services;

# 10. Terms of Use

- 30.2.5. that Operator's adherence to these CCU or any relevant Operator Agreement; and
- 30.2.6. that Operator's adherence to operational safety and security standards.
- 30.3. Any improvements or changes to be implemented by an Operator in connection with its operations at the Airport (including those specified in these CCU and each relevant Operator Agreement) which LLA's Manager requests at a Meeting shall be implemented by that Operator as soon as reasonably practicable (and in any event within one month of that Meeting).
- 31. Audit
  - 31.1. Each Operator shall from time to time:
    - 31.1.1. send to LLA all relevant records (in such electronic format as is specified by LLA) and provide all such additional information as LLA may request;
    - 31.1.2. permit LLA (or its professional advisors) access to that Operator's premises, Personnel, systems and relevant records; and
    - 31.1.3. permit LLA (or its professional advisors) to observe that Operator's operations, staffing levels and Activities;  
to verify each such Operator's adherence to the terms of these CCU (and any relevant Operator Agreement) ("Audit").
  - 31.2. Each Operator shall provide LLA (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each Audit.
  - 31.3. If an Audit is conducted by LLA at any of an Operator's premises located outside of the Airport, LLA shall provide at least 2 Business Days' notice of its intention to conduct such Audit to such Operator and any such Audit shall be conducted during normal business hours. If an Audit is conducted by LLA at the Airport, LLA may conduct such Audit at any time without notice to the relevant Operator.
  - 31.4. In respect of each Audit, LLA and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the relevant Operator shall provide the necessary facilities to assist in copying free of charge. In the event that the relevant Operator's records contain information which that Operator is prohibited by law from disclosing to LLA, that Operator shall prepare redacted or edited versions of its records at LLA's cost to enable LLA by its duly authorised representatives to verify that Operator's compliance with the terms of these CCU (or any relevant Operator Agreement).
- 32. Suspension & Termination of Airport Services
  - 32.1. Without prejudice to any other right or remedy of LLA, if an Operator fails to pay the Charges when due or is otherwise in material breach of these CCU (or a relevant Operator Agreement), LLA may at its discretion, without notice to that Operator:
    - 32.1.1. suspend or terminate all, or any part, of the provision of Airport Services to that Operator; and/or
    - 32.1.2. charge for all or any part of the provision of Airport Services at the rates specified in Standard Tariff (if applicable) in place of any varied charges agreed for such Airport Services in a relevant Operator Agreement.
  - 32.2. Without prejudice to any other right or remedy of LLA or the continuation of any relevant Operator Agreements (in respect of any unaffected Airport Services), LLA may suspend (for such period as LLA may specify) or terminate the provision of some or all of the Airport Services (to end on such date and time as LLA may specify, which may be immediately) by giving written notice to the relevant Operator to that effect if:
    - 32.2.1. any of that Operator's Workers or Invitees gains access to any part of the Airport without LLA authorising such access;
    - 32.2.2. that Operator commits a material breach of any terms of these CCU (or a relevant Operator Agreement) and such breach is irremediable or, if such breach is remediable, that Operator fails to remedy that breach within a period of 14 days after being notified in writing to do so;
    - 32.2.3. that Operator repeatedly breaches any of the terms of these CCU (or a relevant Operator Agreement) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these CCU (or a relevant Operator Agreement);
    - 32.2.4. a Worker of that Operator commits a criminal offence (or is arrested on suspicion of doing so) or breaches any of the Mandatory Policies;
    - 32.2.5. that Operator's financial position deteriorates to such an extent that in LLA's reasonable opinion that Operator is unable, or will no longer be able, to fulfil its obligations under these CCU (or a relevant Operator Agreement);
    - 32.2.6. that Operator suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
    - 32.2.7. that Operator commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
    - 32.2.8. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Operator (;
    - 32.2.9. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over that Operator;

# 10. Terms of Use

- 32.2.10. the holder of a qualifying floating charge over the assets of that Operator has become entitled to appoint or has appointed an administrative receiver;
- 32.2.11. a person becomes entitled to appoint a receiver over all or any of the assets of that Operator or a receiver is appointed over all or any of the assets of that Operator;
- 32.2.12. a creditor or encumbrancer of that Operator attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that Operator's assets and such attachment or process is not discharged within 14 days;
- 32.2.13. any steps are taken by a secured lender of that Operator to obtain possession of that Operator's property over which it has security or otherwise to enforce its security;
- 32.2.14. that Operator (being an individual) is the subject of a bankruptcy petition or order or (being a partnership) has any partner to whom the foregoing applies;
- 32.2.15. any event occurs, or proceeding is taken, with respect to that Operator in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 32.2.7 to clause 32.2.13 (inclusive);
- 32.2.16. that Operator suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, or disposes of all or substantially all of its assets;
- 32.2.17. that Operator (being an individual) dies or, is in LLA's reasonable opinion, by reason of illness or incapacity, unable, or will no longer be able, to fulfil its obligations under these CCU (or any relevant Operator Agreement) or (being a partnership) has any partner to whom the foregoing applies; or
- 32.2.18. there is a change of control (as defined in Section 1124 of the Corporation Taxes Act 2010) of that Operator.
- 32.3. For the purposes of clause 32.2.2, a material breach of a term of these CCU shall be interpreted as:
  - 32.3.1. any breach that has a serious effect on a benefit that LLA would have otherwise derived from these CCU (or a relevant Operator Agreement); or
  - 32.3.2. the relevant Operator's breach of any condition of these CCU (or a relevant Operator Agreement).
- 32.4. Without limitation, each of an Operators applicable obligations in clauses 3 (Charges, Invoicing & Payment), 22 (Commercial Arrangements), 4 (Operations Licences), 7 (General Operational Requirements), 14 (Aircraft Operations), 16 (Airside Driving) 9 (Airport Safety) 17 (Aircraft Incidents) 19 (Aircraft Detention) 31 (Audit) 20 (Operator Workers) shall be a condition of these CCU.
- 32.5. Without affecting any other right or remedy available to it or the continuation of any relevant Operator Agreements (in respect of all unaffected Airport Services), LLA may suspend (for such period as LLA may specify) or terminate the provision of some or all of the Airport Services at any time on giving not less than one months' written notice to the relevant Operator.
- 32.6. Each Operator shall notify LLA in writing immediately upon the occurrence of a change of control (as defined in Section 1124 of the Corporation Taxes Act 2010) of that Operator.
- 33. Consequences of Cessation of Operations
  - 33.1. On the date of the relevant Cessation Date applicable to an Operator;
    - 33.1.1. any rights, remedies, obligations or liabilities of LLA or that Operator that have accrued up to that Cessation Date, including the right to claim damages in respect of any breach of these CCU or a relevant Operator Agreement (as appropriate) which existed on or before that Cessation Date shall not be affected;
    - 33.1.2. any provision of these CCU or a relevant Operator Agreement that expressly or by implication is intended to come into or continue in force on or after that Cessation Date, including the following clauses in these CCU: clause 1 (Definitions and Interpretation), clause 24 (Liability), clause 25 (Indemnity), clause 27 (Confidentiality), this clause 33 (Consequences of Termination), clause 47 (Governing Law & Jurisdiction), shall remain in full force and effect;
    - 33.1.3. all Charges incurred, and any other amounts owed, by that Operator to LLA shall become immediately due and payable; and
    - 33.1.4. that Operator shall remove from the Airport any Operator branded signage and any Operator property. Any damage caused by such removal shall at LLA's option, either be made good:
      - 33.1.4.1. by that Operator to the satisfaction of LLA; or
      - 33.1.4.2. by LLA (or its appointed contractor), and the proper and reasonable costs of doing so shall be paid by the Operator to LLA (within 30 days of LLA's demand for such payment)
  - 33.2. On the Cessation Date applicable to an Operator, that Operator shall immediately return all LLA Materials to LLA. If that Operator fails to do so, then LLA may enter that Operator's premises and take possession of them. Until they have been returned or delivered, that Operator shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these CCU (or a relevant Operator Agreement).
  - 33.3. The relevant Operator will, during any termination notice period, continue to observe and discharge its obligations under these CCU (and each relevant Operator Agreement) prior to termination in good faith as if the provision of the relevant Airport Services were not terminating or expiring.



# 10. Terms of Use

- 33.4. Unless otherwise specified in accordance with clause 32.1, any valid notice of termination served in accordance with these CCU (or a relevant Operator Agreement) will be deemed to provide that such termination shall take effect at 23:59 hours on the date specified in the notice.
  - 33.5. The service of notice of termination by LLA on grounds that it reasonably considers to be legitimate will not be construed as a repudiation of these CCU (or any relevant Operator Agreement) and the relevant Operator hereby waives any right to accept such repudiation that it may have had but for this clause.
34. Rights & Remedies
- 34.1. If an Operator fails to comply with, any terms of these CCU (or any relevant Operator Agreement), LLA shall be entitled (without prejudice to any other right or remedy) to exercise one or more of the following rights:
    - 34.1.1. to rescind or repudiate (as appropriate) these CCU (or any relevant Operator Agreement);
    - 34.1.2. suspend or cease the provision of some or all Airport Services to the relevant Operator;
    - 34.1.3. in connection with a Supplier Contract, to refuse to accept the provision of any further services or goods by the relevant Supplier and to require the immediate repayment by that Supplier of all sums paid by LLA to that Supplier for any unperformed services or undelivered goods under the relevant Supplier Contract;
    - 34.1.4. to require that Operator, without charge to LLA, to carry out such remedial works or services, or provide such replacement goods, as is necessary to correct that Operator's failure; and
    - 34.1.5. in any case, to claim such damages as it may have sustained in connection with that Operator's breach (or breaches) of these CCU (or the applicable Operator Agreement) except as otherwise remedied by the provisions of this clause 34.1.
  - 34.2. Except as expressly provided in these CCU (or an applicable Operator Agreement), the rights in this clause 34 of LLA are in addition to, and not exclusive of, any rights or remedies provided by common law.
35. Inadequacy of Damages
- 35.1. Without prejudice to any other rights or remedies that LLA may have, each Operator acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of these CCU (or a relevant Operator Agreement). Accordingly, LLA shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of these CCU (or a relevant Operator Agreement).
36. Force Majeure
- 36.1. If an Operator is, or reasonably anticipates that it may become, affected by a Force Majeure Event which either does, or is likely to, adversely affect its Activities, that Operator shall immediately notify LLA of:
    - 36.1.1. the nature and extent of that Force Majeure Event;
    - 36.1.2. the nature and extent of that Force Majeure Event's then current, and anticipated, impact on its Activities; and
    - 36.1.3. the actions it intends implement to mitigate or reduce the impact of the Force Majeure Event on its Activities.
  - 36.2. Notwithstanding any other provision of these CCU or any relevant Operator Agreement:
    - 36.2.1. if a Force Majeure Event adversely affects, hinders or impairs LLA's business or the operation of the Airport (without liability to each relevant Operator):
      - 36.2.1.1. LLA may delay, suspend or cease the provision of some or all Airport Services without notice to each relevant Operator; and
      - 36.2.1.2. if so requested by LLA, each Supplier shall (as directed by LLA) delay, suspend or cease the provision of its Supplier Services to LLA for such period as LLA may specify (and LLA shall not be required to pay to that Supplier any charges in respect of any Supplier Services which have not been performed or delivered at the time such delay, suspension or cessation commences);
    - 36.2.2. LLA shall not be deemed to be in breach of these CCU (or any relevant Operator Agreement), or otherwise be liable to an Operator, for any delay in performance, partial performance or non-performance of any of its obligations under these CCU (or any relevant Operator Agreement) if such delay, partial performance or non-performance is due to a Force Majeure Event.
37. Assignment and other Dealings
- 37.1. Each Operator shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these CCU (or any relevant Operator Agreement) without the prior written consent of LLA.
38. LLA may at any time assign, novate, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under these CCU (or any Operator Agreement). Upon an assignment or novation, the obligations of LLA under these CCU (or any relevant Operator Agreement) will cease, except for the purpose of enforcing any outstanding obligations arising prior to the date of assignment or novation.

# 10. Terms of Use

## Variation

38.1. LLA reserves the right to amend, vary or rescind any or all of the CCU at any time. No other variation of these CCU agreed between LLA and an Operator shall be effective unless expressly set out in the terms of an applicable Operator Agreement. No variation of any relevant Operator Agreement shall be effective unless carried out in accordance with the terms of that Operator Agreement.

## 39. Waiver

39.1. A waiver of any of LLA's right or remedy under these CCU (or any relevant Operator Agreement) or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

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

39.3. If LLA waives a right or remedy provided under these CCU (or any relevant Operator Agreement) or by law in relation to an Operator, or takes or fails to take any action against that Operator, such waiver shall not affect LLA's rights in relation to any other Operator.

39.4. Nothing in these CCU (or any relevant Operator Agreement) shall be taken to confer a right for an Operator to use the Airport without LLA's consent and LLA may withdraw any consent provided to an Operator in the event that such Operator is in breach of these CCU (or any relevant Operator Agreement).

## 40. Severance

40.1. If any provision or part-provision of these CCU (or any relevant Operator Agreement) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these CCU (or where relevant an Operator Agreement).

40.2. If any provision or part-provision of these CCU (or any relevant Operator Agreement) is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 41. Entire Agreement

41.1. These CCU (and each relevant Operator Agreement) constitute the entire agreement between LLA and each Operator and supersede and extinguish all

previous agreements, promises, assurances, warranties, representations and understandings between LLA and that Operator, whether written or oral, relating to its subject matter. These CCU (and each relevant Operator Agreement) shall prevail over any other terms of business (or similar) put forward by an Operator.

41.2. LLA will not be liable to an Operator for any costs or losses, expenses, damages, claims or liabilities suffered or incurred by that Operator in respect of any notification and/or information given by LLA which proves incorrect (except where such notification and/or information is given fraudulently or recklessly).

41.3. Each Operator shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these CCU (or a relevant Operator Agreement).

41.4. All warranties, conditions, terms and representations not set out in these CCU (or an Operator Agreement) whether implied by statute or otherwise are excluded to the extent permitted by law.

41.5. Nothing in this clause 41 will exclude any liability in respect of misrepresentations made fraudulently.

## 42. No Partnership or Agency

42.1. Nothing in these CCU (or any relevant Operator Agreement, unless expressly stated) is intended to, or shall be deemed to, establish any partnership or joint venture between LLA and any Operator, constitute LLA or the any Operator as the agent of another party, or authorise any Operator to make or enter into any commitments for or on behalf of LLA.

42.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 43. Third Party Rights

43.1. Except to the extent set out in these CCU (or any relevant Operator Agreement), no third party may enforce these CCU (or any relevant Operator Agreement) by virtue of the Contracts (Rights of Third Parties) Act 1999.

43.2. LLA and each Operator may vary, terminate or rescind these CCU and any relevant Operator Agreement (in accordance with the terms of these CCU or the relevant Operator Agreement) without the consent of any third party

## 44. Conflicts

44.1. If there is an inconsistency between any of the provisions these CCU and the provisions of a relevant Operator Agreement, the provisions of these CCU shall prevail except to the extent otherwise specified in that Operator Agreement.

# 10. Terms of Use

## Notices

- 45.1. Except in respect of a notice sent in accordance with clause 45.6, a notice given to a party under or in connection with these CCU or any relevant Operator Agreement:
- 45.1.1. shall be in writing and in English or accompanied by an accurate translation into English;
  - 45.1.2. shall be signed by or on behalf of the party giving it;
  - 45.1.3. shall be sent to the party for the attention of the contact and at the address, listed or specified in clause 45.2;
  - 45.1.4. shall be sent by a method listed in clause 45.4; and
  - 45.1.5. is deemed received as set out in clause 45.4 if prepared and sent in accordance with this clause 45.

- 45.2. The parties' addresses and contacts are as set out or as specified in this table:

Party	Contact	Postal Address
LLA	General Counsel	Percival House 134 Percival Way, London Luton Airport, Luton, United Kingdom, LU2 9NU
The relevant Operator	A director (or person of equivalent seniority) of the relevant Operator	To the then current registered company address or the principal place of business of the relevant Operator (or such other address for the provision of notices as set out in a relevant Operator Agreement)

- 45.3. A party may change its details given in the table in clause 45.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:
- 45.3.1. the date, if any, specified in the notice as the effective date for the change; or
  - 45.3.2. the date five Business Days after deemed receipt of the notice.
- 45.4. This table sets out:
- 45.4.1. delivery methods for sending a notice to LLA or an Operator under these CCU (and any relevant Operator Agreement); and
  - 45.4.2. for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause 45 have been satisfied and subject to the provisions in clause 45.5:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.

Pre-paid first class post or other next working day delivery service providing proof of postage	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of postage	9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.

- 45.5. For the purpose of clause 45.4 and calculating deemed receipt:
- 45.5.1. all references to time are to Local Time in the place of deemed receipt; and
  - 45.5.2. if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the next Business Day.
- 45.6. Notwithstanding the preceding provisions of this clause 45, a notice given by LLA to an Operator under or in connection with these CCU, or any relevant Operator Agreement, may be sent by LLA by email to the then current business email address of a member of that Operator's Personnel. A notice sent by LLA to an Operator by email shall be deemed to be received by that Operator at the time of transmission.
- 45.7. This clause 45 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
46. Dispute Resolution
- 46.1. Either LLA or an Operator may serve notice of dispute ("Dispute Notice") on the other in respect of a dispute or difference under a relevant Operator Agreement or these CCU ("Dispute").
- 46.2. On receipt by LLA or an Operator of a Dispute Notice from the other, LLA and that Operator shall attempt, in good faith, to resolve any Dispute promptly by negotiation, which shall be conducted by a director of LLA and a director (or person of equivalent seniority) of that Operator.
- 46.3. If LLA and the relevant Operator are unable, or fail, to resolve the Dispute within 14 days of the date of the Dispute Notice, then either may commence or continue court proceedings in respect of such unresolved Dispute.
- 46.4. Notwithstanding clause 46.3, 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 relevant Operator or, in the absence of such agreement, as nominated by the Chartered Institute of Arbitrators (if so requested by either LLA or the relevant Operator).
- 46.5. An Operator may not commence any court proceedings/arbitration in relation to any dispute arising out of these CCU (or any relevant Operator Agreement) until it



# 10. Terms of Use

has attempted to settle the relevant dispute in accordance with clauses 46.1 to 46.3 provided that:

46.5.1. the right to issue proceedings is not prejudiced by a delay; or

46.5.2. one of the remedies sought by the claimant party is not the grant of an injunction or specific performance of the other relevant party's obligations under these CCU (or any relevant Operator Agreement).

## 47. Governing Law

47.1. These CCU, any relevant Operator Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

## 48. Jurisdiction

48.1. Subject to clause 46, LLA and each Operator irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these CCU, any relevant Operator Agreement or their subject matter or formation.

## Annex

### Data Processing Parameters

Each Operator and LLA will only process Personal Data in accordance with the following parameters (and any other parameters set out in a relevant Operator Agreement):

1. The scope and nature of personal data processing:
  - 1.1. LLA may process Personal Data:
    - 1.1.1. to the extent necessary to provide the Airport Services which will include the maintenance of electronic records containing the names and contact details for each Operator's Personnel; and
    - 1.1.2. to the extent necessary:
      - 1.1.2.1. to determine whether to issue one or more passes (as required by LLA from time to time in respect of persons visiting or working at the Airport) to the Personnel, Workers, Invitees and Subcontractors of each Operator; and
      - 1.1.2.2. to maintain records of any pass issued by LLA to the Personnel, Workers, Visitors, Invitees and Subcontractors of each Operator; which will include conducting background checks, obtaining, storing and displaying photographic images and maintaining electronic records;
    - 1.1.3. to the extent necessary to check that the Personnel, Workers, Invitees and Subcontractors of each Operator are permitted to access, or remain in, any location at the Airport (including any airside location) which will include the maintenance of electronic records;
    - 1.1.4. to the extent necessary to maintain electronic records of each Operator's Personnel, Workers, Invitees and Subcontractors entry and exit to and from areas of the Airport;
    - 1.1.5. to the extent necessary to maintain safety and security within, and the orderly administration of, the Airport through the use of video surveillance systems, facial recognition systems, automatic number plate recognition systems and entry and exit point checking systems; and
    - 1.1.6. to the extent necessary to administer these CCU (and any relevant Operator Agreement) with the Personnel of each Operator which will include the maintenance of electronic records.
  - 1.2. Each Operator may process Personal Data:
    - 1.2.1. to the extent necessary to receive the Airport Services which will include the maintenance of electronic records containing the names and contact details of LLA's Personnel; and
    - 1.2.2. to the extent necessary to administer these CCU (and any relevant Operator Agreement), and any other agreement between that Operator

# 10. Terms of Use

and LLA, with the Personnel of LLA which will include the maintenance of electronic records.

2. The purposes of personal data processing:
  - 2.1. The purposes for which LLA may process Personal Data are:
    - 2.1.1. to enable LLA to provide the Airport Services to each Operator;
    - 2.1.2. to check the suitability (in relation to security and safety at the Airport) of each Operator's Personnel, Workers, Invitees and Subcontractors seeking to access and/or work in areas of the Airport;
    - 2.1.3. to maintain security within the Airport;
    - 2.1.4. to maintain the safety of persons at the Airport;
    - 2.1.5. to ensure the orderly administration of the Airport; and
    - 2.1.6. to administer the terms of these CCU (and any relevant Operator Agreement).
  - 2.2. The purposes for which the relevant Operator may process Personal Data are:
    - 2.2.1. to enable LLA to provide the Airport Services to the relevant Operator; and
    - 2.2.2. for the purpose of administering these CCU (and any relevant Operator Agreement).
3. The duration during which Personal Data will be processed:
  - 3.1. LLA may process Personal Data for no longer than the longest retention period set out in any of:
    - 3.1.1. LLA's privacy notices made available to Data Subjects; or
    - 3.1.2. LLA's data protection policies;which are applicable to the processing of the relevant Personal Data from time to time (and which are available on request).
  - 3.2. Each Operator may process Personal Data for no longer than from the relevant Commencement Date to the relevant Cessation Date.
4. The types of personal data which will be processed:
  - 4.1. LLA may process the following types of Personal Data:
    - 4.1.1. names;
    - 4.1.2. telephone numbers;
    - 4.1.3. dates of birth;
    - 4.1.4. email addresses;
    - 4.1.5. addresses;
    - 4.1.6. signatures;
    - 4.1.7. photographic images;
    - 4.1.8. vehicle registration numbers;
    - 4.1.9. national insurance numbers;
    - 4.1.10. nationalities;
    - 4.1.11. places of birth;
    - 4.1.12. work histories (including employer/business details, dates of engagements, periods of unemployment and job titles);
    - 4.1.13. proofs of identification (including passports, driving licences etc);
    - 4.1.14. criminal records;
    - 4.1.15. current job titles and employer/business details; and
    - 4.1.16. names of educational establishments and years of attendance.
  - 4.2. Each Operator may process the following types of Personal Data:
    - 4.2.1. names;
    - 4.2.2. telephone numbers;
    - 4.2.3. email addresses;
    - 4.2.4. addresses; and
    - 4.2.5. signatures.
5. The categories of data subject whose Personal Data will be processed:
  - 5.1. LLA may process the details of each Operator's Personnel, Workers, Invitees and Subcontractors.
  - 5.2. Each Operator may process the details of LLA's Personnel.

For further information:

**Aviation Team**

**London Luton Airport**

Percival House, 134 Percival Way, Luton, Bedfordshire, LU2 9NU

Tel: +44 (0)1582 395338

E-mail: [business.development@ltn.aero](mailto:business.development@ltn.aero)

