

TERMS AND CONDITIONS FOR THE HEATHROW ID PASS SCHEME

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following expressions have the following meanings:

Agreement Personal Data means Personal Data which is to be processed under this Agreement.

Airport means Heathrow Airport.

Airport Operator means Heathrow Airport Limited.

Applicant means an individual who makes an application for a Heathrow ID Pass and whom is an employee, or contractor of a Participant.

Authorised Signatory means an individual, appointed by a Nominated Officer responsible for the application for, processing, sponsoring and on-going management of Heathrow ID Passes for and on behalf of the Participant, its Employees and Contractors.

Aviation Security Programme means those laws, regulations, policies, processes and guidance imposed upon the Airport Operator by the UK Government and its regulator.

Background Check means the mandatory processes, verifications, steps and checks, including (but not limited to) those set out within these Terms and Conditions, the ID Pass Standard and all / any checks mandated by the Airport Operator from time to time to assess whether an Applicant

- a) meets the required criteria;
- b) is a suitable person; and
- c) has a Legitimate Operational Need to be issued with an ID Pass.

Business Day means any day other than a Saturday, Sunday or a day that is a Public or Bank Holiday in England.

Change of Control means a change of the legal power to direct or cause the direction of the general management of the company, partnership, organisation, or (as applicable) a change in control of a company as defined in section 1124 of the Corporation Tax Act 2010.

Charges means the sums levied against, and due by the Participant to the Airport Operator in respect of

- a) services,
- b) products, and
- c) costs delivered or incurred by the Airport Operator as set out within the Airport Operator's published rates, from time to time in force.

Confidential Information means in relation to each party, all information of a confidential nature relating to the business and/or operations of that party (whether such information is disclosed in writing, by delivery of items, orally, by visual presentation, by means of providing access to such information (when, for example, the information is contained on a database) or otherwise), including:

- a) any trade secrets, processes, customer lists, databases, trading details, information in relation to employees and officers or other information or activities of a confidential

- nature or which is commercially sensitive or price sensitive relating to either party or third parties (including details of activities, businesses or finances of any such company;
- b) any other information specifically designated by a party as confidential;
 - c) any information concerning airport security, law enforcement or investigations by authorities; and
 - d) the provisions and subject matter of these Terms and Conditions, including pricing information.

Contractor means an individual or business who contracts with a Participant to provide services in exchange for compensation.

Controlled Zone means a designated Controlled Zone as defined by the relevant UK aviation security regulations and guidance

Critical Part of a Security Restricted Area (CPSRA) means a designated restricted zone as defined by the relevant UK aviation security regulations and guidance

Data Protection Legislation means

- a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of personal data, privacy and/or electronic communications in force from time to time to which a Party is subject, including the Data Protection Act 2018 and the UK GDPR as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- b) any code of practice or guidance published by the Information Commissioner's Office from time to time

Education means escorted visits for visitors seeking to gain a general understanding of Airport activities

Employee means an individual who has entered into, or works under a contract of employment with the Participant pursuant to Section 230(1) Employment Rights Act 1996

Heathrow ID Centre means the issuing authority appointed by the Airport Operator responsible for the issuance and management of all Heathrow ID Passes and Vehicle Passes

Heathrow ID Pass means a temporary or permanent pass issued by the Heathrow ID Centre to an individual person enabling access to certain parts of the Airport which may include, for example, the Controlled Zone, CPSRA and/or landside areas.

Heathrow ID Pass Scheme means the arrangements operated by the Airport Operator for the prior authorisation of individuals and motor vehicles to enter various areas (including a Controlled Zone and / or CPSRA) of the Airport on an unescorted basis and all continuing administration and management relating thereto.

Heathrow Security Personnel means the Airport Operator's access control or patrolling personnel.

Insolvency Event means means the occurrence of any of the following:

- a) either party stops or suspends its business or payment of its debts or is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or otherwise becomes insolvent or (being a partnership) suffers bankruptcy orders being made against any one of its partners;
- b) an administrator, administrative receiver, receiver or manager, liquidator or other similar officer is appointed in respect of either party or a notice of intention to appoint an administrator in respect of either party is given;
- c) a winding up order or bankruptcy order is made against either party or either party passes a resolution or makes a determination for it to be wound up;
- d) a judgment, order or award made against a party is outstanding and not discharged within 10 days or any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn or discharged within 10 days;
- e) any arrangement, compromise or composition of either party's debts is proposed or made by or with either party; or
- f) any event occurs in relation to either party in any jurisdiction in which it is incorporated, resident or carries on business which is analogous to any of those stated in paragraphs (a) to (e) (inclusive) of this definition.

Intellectual Property Rights means all:

- a) patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, processes, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, know-how and Confidential Information; and
- b) other intellectual property rights and similar or equivalent rights or forms of protection anywhere in the world which currently exist or are recognised in the future, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights.

Legitimate Operational Need means the requirement by a person to access a relevant area of the Airport solely and to the extent necessary for one or more of the following purposes:

- a) carrying out the Participant's obligations pursuant to each contract disclosed to, and accepted by, Heathrow ID Centre and in respect of which a Heathrow ID Pass has been issued. The carrying out of such obligations must take place within the relevant area of the Airport, be regular and frequent and not irregular or ad hoc in nature, pursuant to the legitimate access provisions of the National Aviation Security Programme;
- b) pursuant to a legal obligation to access the relevant area of the Airport;
- c) exercising a Statutory, Governmental or similar public function (including but not limited to the emergency services); or
- d) performing an essential Airport or aircraft service vitally important to ensure the safe and secure operation of the Airport or aircraft, including but not limited to crisis management and business recovery activity.

Losses means any and all damage, losses, liabilities, damages, compensation, awards, payments made under settlement agreements, claims, proceedings, costs and other expenses, including but not limited to fines, penalties, interest, legal and other professional costs, fees, expenses and disbursements.

Nominated Officer means the senior executive representative of the Participant appointed by the Participant to have overarching responsibility to ensure that Participant, its Authorised Signatories and all Heathrow ID Pass Holders meet their obligations under these Terms and Conditions, the Procedures and such applicable guidance from time to time in force. The Nominated Officer shall directly oversee the work of the Authorised Signatories and be the principal point of contact for the Airport Operator.

Participant means any company, partnership, organisation or enterprise engaged in any operation within the Airport including, but not limited to, entities and agencies performing a Statutory, Governmental or similar public function able to sponsor Heathrow ID Passes.

Pass Holder means an individual contracted or employed by a Participant and who has been issued with a Heathrow ID Pass by the Heathrow ID Centre for the purposes of servicing a contract disclosed to, and accepted by, Heathrow ID Centre.

Procedures means the ID Pass Standard and such other mandatory guidelines, processes and procedures published by the Airport Operator from time to time which set out the latest mandatory standards for, inter alia, the eligibility, issue, control and management of Heathrow ID Passes and Vehicle Passes (including but not limited to mandatory Background Check standards) required to ensure the safety and security of the Airport, all passengers and colleagues, together with all applicable laws and regulations.

Prospective Participant means any company, partnership, organisation or enterprise who wishes to engage in any operation within the Airport including, but not limited to, entities and agencies wishing to perform a Statutory, Governmental or similar public function and who wishes to become a Participant in the Heathrow ID Pass Scheme pursuant to these Terms and Conditions and the Procedures.

Relevant Information means such information, documentation and evidence required by the Heathrow ID Centre from time to time (details being available on request) in relation to Pass Holders, Applicants, Nominated Officers, Authorised Signatories and the Participant for the purposes of the Background Check or in order to comply with any of its security checking obligations under these Terms and Conditions, the Procedures, any guidance supplied from time to time and all applicable laws and regulations.

Trading Deposit means such sum of money required by the Airport Operator, to be paid and maintained by the Prospective Participant as security for the performance of obligations under these Terms and Conditions.

UK GDPR means the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Vehicle Pass means a pass issued by the Airport Operator to permit access by a specified motor vehicle in the custody or control of the Participant to the landside and / or Controlled Zone and / or CPSRA of the Airport.

Work means any duties under the terms of a contract disclosed by the Participant and / or undertaken during the course of employment and / or contract for services and which are to be carried out in the relevant area of the airport at the time in question, including duties carried out by the emergency services.

2 INTERPRETATION

- 2.1 In these Terms and Conditions, except where the context otherwise requires:
- 2.2.1 the singular includes the plural and vice versa;
 - 2.2.2 a reference to a person includes sole traders, firms, partnerships, LLPs, associations, corporations and bodies corporate;
 - 2.2.3 a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;
 - 2.2.4 headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions; examples which follow the word “including” (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and any obligation not to do anything shall include an obligation not to suffer, permit or cause that thing to be done.

3 APPLICATION TO BECOME A PARTICIPANT

- 3.1 Any Prospective Participant wishing to engage or be contracted to engage in any operation within the Airport, including agencies performing and / or undertaking Statutory, Governmental or other such public services, activities or functions within the Airport, must become a Participant of the Heathrow ID Pass Scheme prior to the delivery of that operation, activity or function.
- 3.2 No Prospective Participant shall be entitled to request and / or submit an application for Heathrow ID Passes on behalf of an Applicant until it holds Participant status.
- 3.3 A Prospective Participant wishing to join the Heathrow ID Pass Scheme shall submit to Heathrow ID Centre all such information and documentation reasonably required by the Airport Operator including, but not limited to:
- 3.3.1 copies of all contracts it has entered into with the Airport Operator and / or an existing Participant of the Heathrow ID Pass Scheme evidencing to the Airport Operator’s sole satisfaction a Legitimate Operational Need to become a Participant, apply for and sponsor Heathrow ID Passes and access relevant areas of the Airport. Full details of any subsidiary company of the Prospective Participant contracted to deliver the services must be set out within such contracts disclosed to the Airport Operator;
 - 3.3.2 all documents, information and evidence requested, including a completed Prospective Participant application to enable the Airport Operator to conduct security, financial, identification and other checks to comply with all relevant laws and regulations imposed upon it, and to satisfy itself that the Prospective Participant is a legitimate ongoing business concern with a Legitimate Operational Need to become a Participant, apply for and sponsor Heathrow ID Passes and access relevant areas of the Airport;
 - 3.3.3 a completed proposed Nominated Officer application and declaration together with all requested supporting documentation;

- 3.3.4 a completed proposed Authorised Signatory application for not less than two proposed Authorised Signatories and declarations, together with all requested supporting documentation;
- 3.3.5 a copy of the Heathrow ID Centre Terms and Conditions signed for and on behalf of the Prospective Participant by the proposed Nominated Officer;
- 3.3.6 payment, without deduction or set off, of all Charges due; and
- 3.3.7 a Trading Deposit, if so required by the Airport Operator.

3.4 Each of the:

- a) proposed Nominated Officer; and
- b) every proposed Authorised Signatory

shall attend an interview with Heathrow ID Centre to enable the Airport Operator to undertake such verification, security or other such checks as is required by the Airport Operator in order to comply with security checking obligations imposed on it pursuant to all applicable laws and regulations.

- 3.5 In the event the Airport Operator rejects the Nominated Officer proposed by the Prospective Participant, the Prospective Participant shall identify an alternative proposed Nominated Officer and shall submit to Heathrow ID Centre those documents set out at Clause 3.3.

4 RIGHTS AND OBLIGATIONS OF THE AIRPORT OPERATOR

- 4.1 Nothing in these Terms and Conditions shall oblige the Airport Operator to issue a Heathrow ID Pass and / or Vehicle Pass.
- 4.2 In the event that the Airport Operator exercises its right to suspend or revoke a Heathrow ID Pass and / or Vehicle Pass it may, at its sole discretion, elect to cease processing Heathrow ID Pass applications and / or Vehicle Pass applications submitted by a Participant until such time as it is reasonable assured of the Participant's compliance with these Terms and Conditions and all Procedures.
- 4.3 At all material times, the Airport Operator reserves the right to refuse entry to a CPSRA and / or Controlled Zone notwithstanding the possession of a valid Heathrow ID Pass and / or Vehicle Pass.
- 4.4 Without prejudice to Clause 4.1, and subject to:
 - a) the satisfactory completion of all required Background Checks, or any other such checks required by the Airport Operator;
 - b) verification of the satisfactory completion of all required Background Checks, or any other such checks;
 - c) payment by the Participant of any required Trading Deposit;

- d) payment by the Participant of all applicable Charges as they fall due, such time for payment being of the essence;
- e) full and ongoing compliance by the Participant, the Nominated Officer and the Authorised Signatories with these Terms and Conditions, the Procedures and such other guidance from time to time in force;

The Airport Operator shall:

- 4.4.1 in good faith and exercising reasonable care and skill issue Heathrow ID Passes to Applicants and / or Vehicle Passes (as applicable) subject to full and ongoing compliance with these Terms and Conditions and the Procedures and the Airport Operator's approval;
 - 4.4.2 provide such procedural training and guidance as, in the sole discretion of the Airport Operator, is deemed required and appropriate, to support the Nominated Officer and Authorised Signatories to comply with their obligations under these Terms and Conditions and Procedures. The training shall be in such format, location and on such dates and times as notified by the Airport Operator to the Participant from time to time; and
 - 4.4.3 notify the Participant of any changes to the Procedures;
- 4.5 At all material times the Airport Operator shall be entitled to:
- 4.5.1 inspect and verify all applications for Heathrow ID Passes and / or Vehicle Passes to ensure full compliance with these Terms and Conditions, the Procedures and all applicable legal and regulatory requirements;
 - 4.5.2 from time to time and without prior notification, select a percentage of applications submitted to Heathrow ID Centre by the Participant to verify compliance with these Terms and Conditions and the Procedures including, but not limited to, the verification of Background Checks conducted by the Participant. The Airport Operator may, at its absolute discretion, and in accordance with the Aviation Security Programme, require the supply of additional information or documentation and may elect to apply a higher level of scrutiny than the minimum level set by these Terms and Conditions, the Procedures and / or all applicable laws and regulations;
 - 4.5.3 conduct audits to assure itself of the compliance by the Participant, the Nominated Officer and / or the Authorised Signatories of these Terms and Conditions, the Procedures and such applicable guidance from time to time in force. Such audits may include, but shall not be limited to, Background Checking activity, the application, issuance, use and ongoing management of Heathrow ID Passes and / or Vehicle Passes and the processes and procedures implemented by the Participant in respect of the same.
- 4.6 The Airport Operator shall levy the applicable Charges to the Participant pursuant to its published schedule of charges.
- 4.7 The Airport Operator shall be entitled to vary the Charges payable by the Participant, at its sole discretion, in accordance with the process applicable to Specified, Operational and Permitted Activities at the Airport (meaning activities specified pursuant to the Airports Act 1986 and Civil

Aviation Act 2012). In the event that no such process applies, the Airport Operator will give 30 Business Days' notice (together with reasons) for any variation of the Charges.

4.8 The Airport Operator reserves the right to introduce new categories of Charges where it considers this to be reasonably necessary in order to discourage bad practice, non-compliant behaviour, mitigate security risks and / or recover its costs. Any such new Charges will be introduced in accordance with the process applicable for Specified Activities at the Airport (if any) (meaning activities specified pursuant to the Airports Act 1986 and Civil Aviation Act 2012). In the event that no such process applies the Airport Operator will give a reasonable amount of notice and supply supporting reasons for the introduction of any such new Charges.

4.9 Time of payment of all applicable Charges is of the essence.

5 INTELLECTUAL PROPERTY

5.1 The Airport Operator hereby grants to the Participant during its participation in the Heathrow ID Pass Scheme a non-exclusive, royalty free, non-transferable licence to use Intellectual Property Rights that are owned by the Airport Operator and are necessary for the sole purpose of the Participant's ongoing participation in the Heathrow ID Pass Scheme.

5.2 The Participant acknowledges and agrees that the Airport Operator:

5.2.1 owns the Heathrow ID Passes and / or Vehicle Passes and that title to them is not transferred to the Participant, ID Pass Holder or vehicle owner;

5.2.2 owns all Intellectual Property Rights in the Heathrow ID Passes and / or Vehicle Passes, application and managements processes and platforms (save for those owned by the Airport Operator's licensors)

6 OBLIGATIONS OF THE PARTICIPANT

6.1 At all material times, the Participant shall ensure that each of its Authorised Signatories and ID Pass Holders are vetted in accordance with these Terms and Conditions, the Procedures and any guidance from time to time in force. Any breach of this Clause 6.1 shall be a material breach incapable of remedy.

6.2 Neither the Participant nor any Pass Holder shall use a Heathrow ID Pass and / or Vehicle Pass for any reason other than in accordance with the specified Legitimate Operational Need disclosed to and approved by the Airport Operator except where the express prior written approval of the Airport Operator has been sought and obtained by the Participant. Any breach of this Clause 6.2 shall be a material breach incapable of remedy.

6.3 The Participant shall pay all Charges, in full, as they fall due, without deduction or set-off. Time for payment of Charges is of the essence. Any breach of this Clause 6.3 shall be a material breach incapable of remedy.

6.4 At all material times the Participant shall ensure that it pays and maintains such level of Trading Deposit required of it (if so advised). Any breach of this Clause 6.4 shall be a material breach incapable of remedy.

6.5 The Participant shall inform Heathrow ID Centre in writing within ten (10) Business Days of any changes to the information supplied to the Airport Operator pursuant to these Terms and Conditions,

the Procedures or any guidance in place from time to time. Such changes shall include, but are not limited to:

- 6.5.1 its statutory directors, partners, association members or similar, such changes to be notified by email to Idcentresurgery@Heathrow.com;
- 6.5.2 its name or trading name, such changes to be notified by email to Idcentresurgery@Heathrow.com;
- 6.5.3 its registered office address or trading address, such changes to be notified via the online application and vetting portal;
- 6.5.4 the identity of its Nominated Officer or Authorised Signatories or the manner in which they are engaged by the Participant, such changes to be notified via the online application and vetting portal;
- 6.5.5 any new, extended, varied or terminated contracts, which contracts are relied upon by the Participant as evidencing a Legitimate Operational Need to access the Airport or any part of the CPSRA and / or Controlled Zone, such changes to be notified via the online application and vetting portal.

6.6 The Participant shall ensure that, at all material times, its Nominated Officer:

- 6.6.1 has full responsibility for complying with the Participant's obligations under these Terms and Conditions, the Procedures and / or any guidance in time to time in force;
- 6.6.2 has the requisite authority, control and oversight to ensure the Participant's compliance with Clauses 6, 7 and 8, to include, but not limited to authority, control and oversight of the Participant's employment and engagement (in respect of self-employed contractors) screening policies and procedures;
- 6.6.3 has a full understanding of personnel security risks and the importance of risk mitigation measures within an aerodrome;
- 6.6.4 has the requisite authority and control to require and action the removal of a Heathrow ID Pass and / or Vehicle Pass from any Pass Holder who either:
 - 6.6.4.1 is no longer considered suitable to hold a Heathrow ID Pass and / or Vehicle Pass; and / or
 - 6.6.4.2 no longer has a Legitimate Operational Need to hold a Heathrow ID Pass and / or Vehicle Pass.

6.7 The Participant shall ensure that its terms and conditions of employment for its Nominated Officer and all Authorised Signatories clearly sets out the significance of that appointment and renders any material breach of these Terms and Conditions, the Procedures or the guidance from time to time in force a disciplinary matter as between the Participant and the Nominated Officer and Authorised Signatories.

6.8 The Participant shall ensure that its terms and conditions of employment and / or engagement (in respect of self-employed Contractors) for whom a Heathrow ID Pass and / or Vehicle Pass has been applied for and issued:

- 6.8.1 includes a provision rendering the misuse of a Heathrow ID Pass or Vehicle Pass and / or the non-compliance with these Terms and Conditions, the Procedures and any guidance from time to time in force a disciplinary matter as between the Participant and employee or Contractor;
- 6.8.2 states that any issued Heathrow ID Pass and / or Vehicle Pass remains the property of the Airport Operator; and
- 6.8.3 provides that the Airport Operator may, at its sole discretion, security park, suspend, confiscate and / or terminate any issued Heathrow ID Pass and / or Vehicle Pass.
- 6.9 The Participant shall take all reasonable steps to ensure that each of its Nominated Officer, its Authorised Signatories and its Pass Holders:
 - 6.9.1 comply with their respective obligations pursuant to these Terms and Conditions, the Procedures and all guidance from time to time in force; and
 - 6.9.2 maintain basic standards of trustworthiness, reliability and integrity.
- 6.10 The Participant shall, at all material times, fully cooperate to assist and support the Airport Operator perform those functions better described at Clause 4.5 and shall provide and / or provide access to such information, documentation and data, including but not limited to access to the Participant's online vetting and pass application platform from time to time in place, as is required by the Airport Operator.
- 6.11 If the Participant promotes itself as being a member of the Heathrow ID Pass Scheme, it shall do so in a way which is not prejudicial to the name, reputation and brand of the Airport Operator or Airport, not shall it seek to make commercial or other such gain using the Airport Operator's trade names or other Intellectual Property Rights.
- 6.12 The Participant shall take out and maintain such insurance as is necessary to cover the conduct of its obligation with respect to participation in the Heathrow ID Scheme and its operation at the Airport.
- 6.13 Save for the obligations of the Nominated Officer, the Participant may subcontract those specified and limited Background Checking activities as set out within the Procedures to a third party. The Participant shall remain liable for all acts and omissions of any such third parties.
- 6.14 The Participant shall ensure that its Nominated Officer, Authorised Signatories and ID Pass Holders maintain up to date knowledge and awareness of the Procedures and any amendments to the same.

7 OBLIGATIONS OF THE NOMINATED OFFICER

- 7.1 The Nominated Officer shall:
 - 7.1.1 ensure that written notification, sent to Heathrow ID Centre within ten (10) Business Days of any changes to the information supplied to the Airport Operator pursuant to these Terms and Conditions, the Procedures or any guidance in place from time to time. Such changes shall include, but are not limited to:
 - 7.1.1.1 its statutory directors, partners, association members or similar, such changes to be notified via email to Idcentresurgey@Heathrow.com;

- 7.1.1.2 its name or trading name, such changes to be notified via email to Idcentresurgey@Heathrow.com;
 - 7.1.1.3 its registered office address or trading address, such changes to be notified via the online application and vetting portal;
 - 7.1.1.4 the identity of its Nominated Officer or Authorised Signatories or the manner in which they are engaged by the Participant, such changes to be notified via the online application and vetting portal;
 - 7.1.1.5 any new, extended, varied or terminated contracts, which contracts are relied upon by the Participant as evidencing a Legitimate Operational Need to access the Airport or any part of the CPSRA and / or Controlled Zone, such changes to be notified via the online application and vetting portal.
- 7.1.2 appoint the Authorised Signatories and oversee their compliant discharge of their obligations under these Terms and Conditions, the Procedures and such guidance from time to time in force. The Nominated Officer shall put into place and monitor training and quality assurance systems to prevent and detect non-compliant, fraudulent and negligent behaviour;
 - 7.1.3 show visible leadership on security matters, including but not limited to ensuring Authorised Signatories, Applicants and Pass Holders are trained and briefed on their obligations and responsibilities pursuant to these Terms and Conditions, the Procedures, guidelines from time to time in force and all applicable laws and regulations;
 - 7.1.4 ensure that the Participant has in place all necessary practices, policies and processes to enable it to comply with these Terms and Conditions, the Procedures, such guidelines in time to time in force and all applicable laws and regulations;
 - 7.1.5 ensure the Participant, the Authorised Signatories, Pass Holders and any relevant staff fully cooperate with all / any investigations or audits undertaken by the Airport Operator;
 - 7.1.6 ensure the Participant takes such remedial steps as the Airport Operator deems necessary to address any non-compliant or deficient behaviour, practices, policies, processes or controls;
 - 7.1.7 draw to the attention of individual Pass Holders the disclosures and uses which may be made of their personal data pursuant to the Procedures;
 - 7.1.8 communicate any changes to the Airport Operator's requirements relating to the issue, ongoing management or use of Heathrow ID Passes and ensure any and / or all appropriate amendment, variation or creation of the Participant's practices, policies, processes, controls and / or all appropriate Participant senior management actions;
 - 7.1.9 immediately alert the Airport Operator in the event a Heathrow ID Pass is compromised and, where appropriate, immediately alert the appropriate authorities where fraudulent and / or criminal, or potential fraudulent and / or criminal activity is detected;
 - 7.1.10 ensure that access to the online vetting and application portal used for Heathrow ID Pass applications is, at all material times, managed, operated and controlled pursuant

to the portal terms of use from time to time in force and Procedures, and, in particular, ensure that access credentials are not shared with any unauthorised individuals and that a robust starter, mover, leaver process is in place. Any breach of the online vetting and application portal terms of use shall represent a material breach of this Clause 7.1.10 incapable of remedy.

7.2 The Nominated Officer must ensure the compliant ongoing management of Heathrow ID Passes and / or Vehicle Passes including, but not limited to:

- 7.2.1 ensuring Pass Holders only use Heathrow ID Passes and / or Vehicle Passes to access those parts of the Airport to service the contracts disclosed to, and accepted by the Heathrow ID Centre which evidence a Legitimate Operational Need and in respect of which the Heathrow ID Pass and / or Vehicle Pass was issued;
- 7.2.2 ensure that any Vehicle Pass is used only in respect of vehicle whose vehicle registration is stated on the Vehicle Pass. Vehicle Passes shall not, in any circumstances, be used in respect of any other vehicle;
- 7.2.3 ensure the prompt return of Heathrow ID Passes and / or Vehicle Passes to the ID Centre where:
 - 7.2.3.1 the Pass Holder ceases to be employed by or contracted to the Participant and / or the vehicle is no longer in use;
 - 7.2.3.2 the Pass Holder or vehicle no longer has a Legitimate Operational Need to access the Airport;
 - 7.2.3.3 the Heathrow ID Pass and / or Vehicle Pass expires;
 - 7.2.3.4 the Heathrow ID Pass and / or Vehicle Pass is revoked;
 - 7.2.3.5 the Participant exits the Heathrow ID Pass Scheme.
- 7.2.4 ensure a security stop is promptly applied to Heathrow ID Passes pursuant to the Procedures and any guidance from time to time in force;
- 7.2.5 ensure the safe and secure storage of Heathrow ID Passes and Vehicle Passes at all times;
- 7.2.6 ensure that any motor vehicle in respect of which a Vehicle Pass has been issued, is kept secure at all times, including but not limited to, ensuring that such motor vehicles are kept locked when unmanned, whether the vehicle is within the boundary of the Airport or not;
- 7.2.7 immediately alert the ID Centre in writing to IDCentresurgery@heathrow.com to any non-compliance with these Terms and Conditions and / or the Procedures, signs of suspicious or fraudulent activity or any reasonably held security concerns.

8 OBLIGATIONS OF THE AUTHORISED SIGNATORIES

8.1 The Authorised Signatories shall:

- 8.1.1 ensure that the Background Check conducted on an Applicant is done to a satisfactory standard and in compliance with the Procedures, such guidelines in time to time in force and all applicable laws and regulations, to include, but not limited to, a physical inspection of the identity documentation relied upon by the Applicant;
- 8.1.2 sponsor and submit an application for a Heathrow ID Pass only after having been satisfied that the Applicant is a suitable person to hold a Heathrow ID Pass;
- 8.1.3 establish an Applicant's Legitimate Operational Need for a Heathrow ID Pass and submit a written justification for the appropriate access level to the Airport Operator;
- 8.1.4 immediately alert the Airport Operator when a Heathrow ID Pass Holder no longer meets the requirements to hold a Heathrow ID Pass pursuant to these Terms and Conditions and / or the Procedures;
- 8.1.5 immediately alert the Airport Operator when a Heathrow ID Pass is either compromised or no longer required by a Pass Holder;
- 8.1.6 immediately alert the Nominated Officer to any signs of suspicious or fraudulent activity;
- 8.1.7 co-operate with any requests for information from the Airport Operator in relation to the Applicants and existing ID Pass Holders, and with any investigations or audits undertaken by the Airport Operator;
- 8.1.8 ensure that the Relevant Information is passed in a timely fashion to the Heathrow ID Centre;
- 8.1.9 retain a record of the Background Checks conducted on Applicants, including copies of all Relevant Information, for the duration of the Applicant's employment or engagement;
- 8.1.10 take all steps as are reasonable to ensure the accuracy of the Relevant Information; and
- 8.1.11 carry out such other duties with respect to the operation of the Heathrow ID Scheme as are mandated by the Heathrow ID Centre from time to time.

9 OBLIGATIONS OF A HEATHROW ID PASS HOLDER

- 9.1 The Heathrow ID Pass Holder shall, at all times, comply with the Procedures, guidelines from time to time in force and all applicable laws and regulations and shall maintain basic standards of trustworthiness, reliability and integrity.

10 CRIMINAL LIABILITY

- 10.1 The Prospective Participant, Participant, Nominated Officer, Authorised Signatories, Applicants and ID Pass Holders are each reminded that it is criminal offence to:
 - 10.1.1 knowingly or recklessly make any statement to be false in a material particular, in an application for, and / or continued use of a Heathrow ID Pass, pursuant to Section 21B of the Aviation Security Act 1982 (as amended); and / or

- 10.1.2 to be in the CPSRA and / or Controlled Zone of an aerodrome (as defined within the Aviation Security Act 1982 (as amended)) without the required permission, pursuant to Section 21C of the Aviation Security Act 1982 (as amended).

11 LIMITATION OF LIABILITY

- 11.1 Nothing in these Terms and Conditions shall operate to limit or restrict the liability of the Airport Operator for death or personal injury caused by its negligence;

- 11.2 Subject to Clause 11.1, the Airport Operator shall not be liable to the Participant for:

- 11.2.1 direct or indirect loss of profits or revenue;
- 11.2.2 special, indirect or consequential damages;
- 11.2.3 loss of goodwill or anticipated savings;

in each case whether arising pursuant to these Terms and Conditions or the Heathrow ID Pass Scheme.

- 11.3 Without prejudice to Clause 11.2 and subject to Clause 11.1 the Airport Operator shall not be liable to the Participant to any extent for any Loss suffered by the Participant as a result of the suspension, confiscation, parking, termination or prohibition of a Participant's participation of the Heathrow ID Pass Scheme and / or of individual Heathrow ID Passes and / or Vehicle Passes where such suspension, confiscation, parking, termination or prohibition was effected on reasonable grounds and in accordance with these Terms and Conditions, the Procedures or such other safety and security guidelines and / or applicable laws and regulations in place from time to time.

12 LIABILITY AND INDEMNITY

- 12.1 The Participant shall indemnify, and keep indemnified, the Airport Operator from and against all Losses suffered and / or incurred arising from:

- 12.1.1 any and / or all breaches by the Participant, its Employees, Contractors, Nominated Officer, Authorised Signatories or Pass Holders of these Terms and Conditions, the Procedures and / or such other safety and security guidelines and / or applicable laws and regulations in place from time to time; and / or
- 12.1.2 negligent, reckless or wilful default of these Terms and Conditions, the Procedures and / or such other safety and security guidelines and / or applicable laws and regulations in place from time to time by the Participant, its Employees, Contractors, Nominated Officer, Authorised Signatories or Pass Holders; and / or
- 12.1.3 any fraud, fraudulent or negligent misrepresentation and / or fraudulent or negligent concealment by either the Participant, its Employees, Contractors, Nominated Officer, Authorised Signatories or Pass Holders.

13 ENHANCED CONTROLS AND SUSPENSION OF PARTICIPANT'S MEMBERSHIP OF THE HEATHROW ID PASS SCHEME

- 13.1 Without prejudice to any other right or remedy available to it, the Airport Operator may, at its sole election:
- 13.1.1 impose enhanced controls over a Participant, including but not limited to enhanced levels of security and verification and / or requiring the prepayment of Charges; and / or
 - 13.1.2 require the appointment of a new Nominated Officer and / or Authorised Signatories;
 - 13.1.3 require the Participant to conduct additional Background Checks and / or vetting of Applicants and / or Pass Holders;
 - 13.1.4 require the Nominated Officer and / or Authorised Signatories to complete additional compulsory training;
 - 13.1.5 direct the Participant to create or vary a practice, policy, control or process;

if, in the reasonable opinion of the Airport Operator, such steps are necessary to assure itself of the Participant's compliance with these Terms and Conditions and Procedures and / or to ensure the safety and security of the aerodrome.

14 TERMINATION OF PARTICIPANT'S MEMBERSHIP OF THE HEATHROW ID PASS SCHEME

- 14.1 Without prejudice to any other right or remedy available to it, the Airport Operator may terminate the Participant's participation in the Heathrow ID Pass Scheme with immediate effect by giving written notice to the Participant if:
- 14.1.1 it fails to pay any amount due under these Terms and Conditions on the due date for payment;
 - 14.1.2 it fails to maintain the Trading Deposit required;
 - 14.1.3 it suffers an Insolvent Event;
 - 14.1.4 there is a Change of Control;
 - 14.1.5 there are allegations of impropriety, misconduct or negligence on the part of the Participant and / or the Nominated Officer and / or the Authorised Signatories with respect to full compliance with these Terms and Conditions and / or the Procedures;
 - 14.1.6 there is, in the sole discretion of the Airport Operator (such sole discretion being reasonably held), evidence of widespread misuse of Heathrow ID Passes and / or Vehicle Passes across the Participant's workforce;
 - 14.1.7 without prejudice to the foregoing, the Participant is in material breach of these Terms and Conditions and / or the Procedures;
 - 14.1.8 the Participant has failed to submit an application for a Heathrow ID Pass and / or Vehicle Pass for a period of six months and there are no existing Heathrow ID Pass Holders or Vehicle Passes registered with the Heathrow ID Pass Scheme;

14.1.9 the Airport Operator is required to do so by operation of any law, regulation or other legislation.

14.2 In the event that the Airport Operator has the right to remove the Participant from the Heathrow ID Scheme, the Airport Operator may, at its sole discretion, propose alternative remedies in consideration for waiving its right to terminate.

14.3 Waiver of any breach by either party shall not prevent subsequent enforcement or reliance upon the same, nor be deemed to be a waiver of any subsequent breach.

15 TERMINATION AND SUSPENSION OF INDIVIDUAL ID PASSES AND VEHICLE PASSES

15.1 The Airport Operator reserves the right to require Heathrow Security Personnel to immediately suspend and / or confiscate a Heathrow ID Pass or Vehicle Pass from an ID Pass Holder in the event of a substantial cause, including, but not limited to:

15.1.1 the Heathrow ID Pass and / or Vehicle Pass has expired, parked or been placed on a security stop;

15.1.2 Heathrow Security Personnel reasonably believe the Heathrow ID Pass and / or Vehicle Pass to have been falsified, tampered with or otherwise misused;

15.1.3 any failure on the part of a Heathrow ID Pass Holder or Vehicle Pass holder to adhere to security regulations from time to time in force;

15.1.4 any failure on the part of a Heathrow ID Pass Holder or Vehicle Pass holder to comply with a verbal or written instruction by Heathrow Security Personnel and / or another Airport official;

15.1.5 where confiscation is required for the purpose of the detection or prevention of a criminal offence.

15.2 Where a Heathrow ID Pass or Vehicle Pass is suspended and / or confiscated pursuant to Clause 15.1 the Airport Operator may, in its sole discretion:

15.2.1 require the Participant and / or Heathrow ID Pass Holder and / or Vehicle Pass holder to take such specified remedial action as the Airport Operator determines is required to ensure compliance with these Terms and Conditions and / or the Procedures prior to reinstatement of the Heathrow ID Pass and / or Vehicle Pass; or

15.2.2 permanently cancel the Heathrow ID Pass and / or Vehicle Pass where it considers that it is no longer appropriate for the individual Heathrow ID Pass holder and / or Vehicle Pass to have access to the Controlled Zone, CPSRA and / or Airport.

15.3 The Airport Operator may, at its sole discretion (exercising such discretion reasonably), permanently cancel a Heathrow ID Pass and / or Vehicle Pass. The circumstances in which the Airport Operator shall permanently cancel a Heathrow ID Pass and / or Vehicle Pass include, but is not limited to:

15.3.1 the Heathrow ID Pass Holder and / or Vehicle Pass holder has misrepresented any facts (whether knowingly, recklessly, negligently or otherwise) when applying for a Heathrow ID Pass; and / or

- 15.3.2 a Heathrow ID Pass Holder / Vehicle Pass holder is convicted of a criminal offence, which such conviction disqualifies them from holding a Heathrow ID Pass / Vehicle Pass; and / or
- 15.3.3 a Heathrow ID Pass holder has their National Security clearance suspended; and / or
- 15.3.4 a Heathrow ID Pass Holder has materially, or repeatedly breached these Terms and Conditions, the Procedures and / or such other safety and security guidelines applicable laws and regulations in place from time to time; and / or
- 15.3.5 the conduct of a Heathrow ID Pass Holder, or persons connected with them, calls into question the suitability, trustworthiness and integrity of the Heathrow ID Pass Holder such that the Airport Operator, having undertaken a risk assessment, considers permitting the Heathrow ID Pass Holder ongoing unescorted access to the Controlled Zone and / or CPSRA presents a risk to the safety and security of the aerodrome and the people and assets within it.

16 POST TERMINATION OBLIGATIONS

- 16.1 Upon the Participant's termination from the Heathrow ID Pass Scheme, it shall:
 - 16.1.1 immediately cease holding itself out as being a member of the Heathrow ID Pass Scheme;
 - 16.1.2 return to Heathrow ID Centre, no later than 60 calendar days from the date of termination all Heathrow ID Passes and / or Vehicle Passes;
 - 16.1.3 pay, without set off or deduction, all outstanding Charges.
- 16.2 In the event the Participant fails to return to Heathrow ID Centre any Heathrow ID Passes and / or Vehicle Passes, it shall pay the Charges to the Airport Operator, without deduction or set off, at the published rates.

17 MODERN SLAVERY

- 17.1 In performing their obligations under these Terms and Conditions each Party shall:
 - 17.1.1 comply with all applicable laws, statutes and regulations relating to modern slavery, including but not limited to the Modern Slavery Act 2015;
 - 17.1.2 have and maintain in place (and shall ensure that its employees and contractors adhere to) its own policies and procedures (including adequate procedures pursuant to the Modern Slavery Act 2015) to ensure compliance with the Modern Slavery Act 2015;
 - 17.1.3 any breach of this Clause 17 shall be a material breach.

18 ANTI-BRIBERY AND CORRUPTION

- 18.1 The Participant shall not and shall procure that the Participant's workforce shall not solicit or accept any gratuities, or offer, give or agree to give to any employee, contractor, agent or representative of

the Airport Operator any gift or consideration of any kind which could act as an inducement or reward for doing (or refraining from doing) any act in relation to the Heathrow ID Pass Scheme.

18.2 In performing their obligations under these Terms and Conditions, the Procedures, any guidelines from time to time in force, all applicable laws and regulations, each Party shall:

18.2.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010;

18.2.2 have and maintain in place (and shall ensure that its employees and contractors adhere to) its own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure with its compliance with the same; and

18.2.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it, its employees or contractors in connection with these Terms and Conditions, the Procedures, any guidelines from time to time in force and all applicable laws and regulations;

If a Party is in breach of this Clause 18 it shall be deemed to be a material breach.

19 ANTI-FACILITATION OF TAX EVASION

19.1 For the purpose of this Clause 19:

19.1.1 the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;

19.1.2 the terms “conduct”, “UK tax evasion offence”, “UK tax evasion facilitation offence”, “foreign tax evasion offence” and “foreign tax evasion facilitation offence” shall be construed in accordance with Part 3 of the Criminal Finances Act 2017.

19.2 Each Party represents, warrants and undertakes that it shall not engage in any activity, practice or conduct which would constitute:

19.2.1 a UK tax evasion offence or a UK tax evasion facilitation offence; or

19.2.2 a foreign tax evasion offence or a foreign tax evasion facilitation offence;

19.2.3 have and maintain in place (and shall ensure that its employees and contractors adhere to) its own reasonable policies and procedures as to prevent both the facilitation of tax evasion by another person and to ensure compliance with Clause 19; and

19.2.4 promptly notify the other Party in writing of (i) any request or demand from a third party in connection with these Terms and Conditions, the Procedures, any guidelines from time to time in force and all applicable laws and regulations, to engage in any activity, practice or conduct which would breach Clause 19 and (ii) any apparent breach of Clause 19.

19.3 If a Party is in breach of this Clause 19 it shall be deemed to be a material breach.

20 DATA PROTECTION

- 20.1 Any defined term(s) in this Clause 20 which is not otherwise defined in this Agreement shall have the meaning ascribed to it in the UK GDPR.
- 20.2 In performing their respective obligations under this Agreement the Parties will:
- 20.2.1 comply with the Data Protection Legislation; and
 - 20.2.2 not cause the other Party to breach any obligation under the Data Protection Legislation.
- 20.3 The Participant shall (and shall procure that its personnel shall) notify the Airport Operator promptly and without undue delay upon becoming aware of a reasonably suspected, “near-miss” or actual Personal Data Breach (as defined under UK GDPR) in connection with any Agreement Personal Data, including the nature of the Personal Data Breach, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Personal Data Breach and any measure proposed to be taken to address the Personal Data Breach and to mitigate its possible adverse effects.
- 20.4 Without prejudice to Clauses 20.2 or 20.3, the Parties acknowledge that each Party will respectively be an independent Controller in respect of the processing of Personal Data undertaken in connection with these Terms and Conditions and the Procedures in their own right (and the Personal Data Processed by both parties as independent Controller is referred to in this Clause 20 as “Controller Data”).
- 20.5 In respect of any Controller Data which the Participant will disclose or make available to the Airport Operator, the Participant warrants to the Airport Operator that it has obtained or made available (and that it will continue to obtain or make available) such Controller Data in accordance with the Data Protection Legislation in such a way as to permit it to be used by the Airport Operator for the purposes of vetting Heathrow ID Pass application information (or as otherwise contemplated under these Terms and Conditions and the Procedures or any other agreements between the Parties) (the “Permitted Purposes”) in accordance with such Data Protection Legislation.
- 20.6 The Participant will:
- 20.6.1 promptly (and in any event within 72 hours) notify the Airport Operator of any request that it receives for the exercise of a Data Subject’s rights under the Data Protection Legislation or communication, request for information or complaint that it receives from a Data Subject or Data Protection Supervisory Authority or other third party in connection with Controller Data which is processed by the Airport Operator; and
 - 20.6.2 provide reasonable assistance to the Airport Authority in responding to requests for exercising Data Subjects’ rights under the Data Protection Legislation or communications, requests for information or complaints from Data Subjects or Data Protection Supervisory Authorities or other third parties in connection with Controller Data, including by appropriate technical and organisational measures, insofar as this is possible.
- 20.7 Information on how the Airport Operator collects and uses personal data can be found in the Airport Operator’s ID Centre privacy notice [ID Centre Privacy Notice | Heathrow](#).

21 CONFIDENTIAL INFORMATION

- 21.1 In respect of the Airport Operator's Confidential Information provided to the Participant, its Nominated Officer and Authorised Signatories under or in connection with these terms and conditions and / or the Heathrow ID Pass Scheme and / or associated Procedures, the Participant, Nominated Officer and Authorised Signatories agree:
- 21.1.1 to keep all Confidential Information confidential and protected from theft, damage, loss or unauthorised access;
 - 21.1.2 to use the Confidential Information solely in connection with these terms and conditions and / or the Heathrow ID Pass Scheme and / or associated Procedures and not for their own benefit or the benefit of any third party; and
 - 21.1.3 not to disclose the Confidential Information to any other person other than as permitted under this Clause 21.
- 21.2 The Participant, its Nominated Officer and Authorised Signatories may disclose the Confidential Information only to those agents, employees, contractors and professional advisers of the Participant who have a need to know the Confidential Information in connection with these terms and conditions, the Heathrow ID Pass Scheme and associated Procedures, provided always that the Participant, its Nominated Officer and Authorised Signatories ensures that the individuals who gain access to the Confidential Information are made aware of its confidential nature and are bound by equivalent obligations of confidentiality to those in this Clause 21.
- 21.3 The Participant, its Nominated Officer and Authorised Signatories shall notify the Airport Operator immediately if they become aware of any unauthorised use, copying, or disclosure of the Airport Operator's Confidential Information and the Participant, its Nominated Officer and Authorised Signatories shall provide to the Airport Operator all necessary assistance to terminate such unauthorised use and/or disclosure.
- 21.4 Clause 21.1 shall not apply to the disclosure of Confidential Information if and to the extent required by law or by any competent regulatory authority.
- 21.5 The restriction contained in this Clause 21 shall continue to apply notwithstanding the Participant's exit from the Heathrow ID Pass Scheme and / or the removal of Nominated Officer and / or Authorised Signatories

22 ASSIGNMENT

- 22.1 The Participant shall not assign, novate or otherwise dispose of, or create any trust in relation to any or all of its rights and obligations under these Terms and Conditions without the express, prior written consent of the Airport Operator.

23 THIRD PARTY RIGHTS

- 23.1 No rights are conferred on any person who is not a party to these Terms and Conditions whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

24 RECORDS

- 24.1 The Participant shall maintain a complete and accurate and correct set of records pertaining to all activities relating to its participation in the Heathrow ID Scheme and its obligations under these Terms and Conditions, the Procedures and any guidelines in time to time in force and retain such records for a period of not less than six years (or such longer period as may be required by law) following the date on which the Participant exits the Heathrow ID Pass Scheme.

25 NOTICES

- 25.1 Save for those matters set out at Clauses 6.5 and 7.1.1, where these Terms and Conditions require notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand or first class post to the following:

25.1.1 in the case of delivery to the Airport Operator to the Heathrow ID Centre Manager, Heathrow ID Centre, D'Albiac House, Courtney Way, Heathrow Airport, Middlesex, TW6 1SD; and

25.1.2 in the case of delivery to the Participant, to the registered office address (or trading address if based outside of the UK) or such other address which a party has notified in writing to the other party in accordance with this Clause **Error! Reference source not found.**, provided that such notification is received by the sender not less than seven Business Days before the notice is dispatched.

- 25.2 A notice will be deemed to have been duly served if delivered by hand before 4:00pm on a Business Day, at the time of delivery; if delivered by first class post, the second day after being posted; and where in the case of delivery by hand such delivery occurs either after 4.00pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00am on the next Business Day.

- 25.3 In the case of communications relating to these Terms and Conditions which do not relate to matters where these Terms and Conditions require notice to be given, communications may take place by email between the Parties and each party shall be responsible for ensuring that the current email address of their respective representatives and / or mailbox is provided.

26 WAIVER

- 26.1 Any failure to exercise, or any delay in exercising a right or remedy by the Airport Operator provided by these Terms and Conditions, or at law or in equity shall not constitute a waiver of the right or remedy, nor a waiver of any other rights or remedies. A waiver of a breach of any of these Terms and Conditions shall not constitute a waiver of any other breach and shall not affect the any of these Terms and Conditions.

27 VARIATION OF TERMS AND CONDITIONS

- 27.1 The Airport Operator reserves the right to vary these Terms and Conditions in place from time to time. Notification of any variation to these Terms and Conditions shall be (a) provided in writing to the Participant and (b) published on the Airport Operator's website. On the earlier of either (a) receipt of such written notification or (b) publication on the Airport Operator's website, the Participant shall be deemed to have agreed to be bound by the varied Terms and Conditions.
- 27.2 These Terms and Conditions supersede all terms and conditions previously in force.

28 SEVERABILITY

- 28.1 If any provision in these Terms and Conditions shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity, illegality or unenforceability shall not prejudice the other provisions of these Terms and Conditions which shall remain in full force and if the provision in question would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

29 GOVERNING LAW AND JURISDICTION

- 29.1 These Terms and Conditions shall be construed and governed by English Law.
- 29.2 Each Party submits to the exclusive jurisdiction of the English Courts.