

Terms & Conditions for Heathrow ID Pass Scheme (the “Terms”)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms where the context admits:

Airport means Heathrow Airport;

Airport Operator means Heathrow Airport Limited;

Applicant means an individual who is applying for a Heathrow ID Pass and who is employed by or contracted to the Participant;

Authorised Signatory means the individual appointed by the Nominated Officer to process and sponsor Heathrow ID Passes on behalf of the Participant;

Background Check means the process of assessing whether an Applicant is able to meet the criteria for a Heathrow ID Pass and is a suitable person to be issued with the Heathrow ID Pass in compliance with requirements set out in these Terms and the Procedures, and any other checks as are mandated by the Airport Operator from time to time, including but not limited to obtaining references, conducting a criminal record check, verifying a Legitimate Operational Need to access a relevant area of the Airport and previous pass holding history;

Charges means the sums levied by the Heathrow ID Centre in respect of any services or product, in accordance with the published rates of the Heathrow ID Centre from time to time;

Control means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
- (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a **Change of Control** occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it;

Data Protection Legislation means (i) 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 to which a Party is subject, including the Data Protection Act 2018 and the GDPR, as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) 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

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

Heathrow ID Centre means the issuing authority for all Heathrow ID Passes;

Heathrow ID Pass means a temporary or permanent pass issued by the Heathrow ID Centre to an individual person for the Restricted Areas, airside areas and/or landside areas pursuant to the Heathrow ID Scheme;

Heathrow ID Scheme means the arrangements operated by the Airport Operator for the prior authorisation of individuals and motor vehicles to enter various areas (including Restricted Areas) of the Airport on an unescorted basis and all continuing administration and management relating thereto;

Insolvency Event means that:

- (a) the Participant stops or suspends, or declares any intention to stop or suspend, its business or payment of its debts or any class of its debts generally or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or otherwise becomes insolvent;
- (b) a receiver, administrative receiver, administrator or similar officer is appointed (in each case whether out of court or otherwise) in respect of the Participant, the Participant requests the appointment of such a person or any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable;
- (c) any corporate action, legal proceeding or other procedure or step is taken in relation to bankruptcy, winding-up, dissolution or administration of the Participant;
- (d) a voluntary arrangement under section 1 of the Insolvency Act 1986 (as amended by the Insolvency Act 2000), a scheme of arrangement under Part 26 of the Companies Act 2006 or any other arrangement, compromise or composition of the Participant's debts, or any class of its debts, is proposed or made by or with the Participant;
- (e) a judgment, order or award made against the Participant is outstanding and not discharged within 10 days or if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of the Participant and not lifted, withdrawn or discharged within 10 days; or
- (f) any circumstance arises or event occurs in relation to the Participant or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject which corresponds with or has an effect equivalent or similar to any of those stated in (b) to (f) above (inclusive);

Legitimate Operational Need means the requirement by a person to access a relevant area of the Airport premises 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 that has been awarded to it to undertake Works or provide Training or Education in the relevant area of the Airport in accordance with 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 statutory, government or public functions; or
- (d) performing essential airport or aircraft services, being the services vitally important to the safe and secure operation of the Airport or aircraft, including crisis management and business recovery activity;

Nominated Officer means the senior executive representative of the Participant appointed by the Participant to act as the main point of contact for the Airport Operator having the responsibility for ensuring that the Participant meets its obligations under these Terms and to oversee the work of the Authorised Signatories;

Participant means any organisation or enterprise engaged, or contracted to engage, in any operation inside the Airport, including agencies undertaking statutory activities at the Airport;

Pass Holder means an individual who has been issued with a Heathrow ID Pass by the Heathrow ID Centre and who is contracted to or is employed by the Participant;

Procedures means the guidelines and procedures published by the Airport Operator from time to time in order to implement the Heathrow ID Scheme in accordance with all applicable laws and regulations, setting out the latest standards for the issue, control and eligibility for the issue of the Heathrow ID Passes and Vehicle Passes, including the standards for Background Checks;

Qualifying Person means a person who is eligible to join the Heathrow ID Scheme in accordance with Clause 2 and who has been accepted onto the Heathrow ID Scheme by the Airport Operator;

Relevant Information means information, documents 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 all applicable laws and regulations;

Restricted Areas means either a Restricted Zone at the Airport, a Controlled Area within the Airport (as such terms are defined in the UK's National Aviation Security Program) plus any other security restricted area at the Airport;

Training means any instruction associated with duties being carried out or to be carried out in future;

Vehicle Pass means a pass issued by the Airport Operator for the landside areas or the Restricted Areas in respect of a motor vehicle pursuant to the Heathrow ID Scheme;

Work means any duties under the terms of the Participant's employment 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

- 1.2 In these Terms, references to “persons” are references to individuals, sole traders, partnerships, companies, bodies corporate and unincorporated associations.
2. PRE-CONDITIONS TO JOINING THE HEATHROW ID SCHEME
- 2.1 The Participant may not request the Heathrow ID Passes for the Applicants unless it has first become a member of the Heathrow ID Scheme by following the procedure set out in paragraphs 2.2 and 2.3 below.
- 2.2 If the Participant wishes to join the Heathrow ID Scheme, it shall provide to the Heathrow ID Centre:
- (a) a copy of a contract for the provision of services with the Airport Operator or another Participant operating at the Airport (including but not limited to airlines), a ground operations license or any other evidence that the Participant is undertaking a statutory function at the Airport
 - (b) all the documents, evidence and information in form and substance satisfactory to the Airport Operator as the Airport Operator may, in its absolute discretion, require in order for the Airport Operator to carry out financial and other checks on the Participant to establish that it is a legitimate ongoing business concern with the Legitimate Operational Need to apply for the Heathrow ID Passes or to conduct similar identification procedures to enable the Airport Operator to comply with its security checking obligations under all applicable laws and regulations;
 - (c) subject to Clause 4.1(b) below, details of a Nominated Officer to act as the main point of contact for the Airport Operator;
 - (d) an acknowledgement that these Terms will be met.
- 2.3 The Participant shall permit the Airport Operator to conduct an entrance interview with the Nominated Officer and the Authorised Signatories and to carry out any other checks or verification of checks as and may be required by the Airport Operator to comply with its security checking obligations under all applicable laws and regulations.
- 2.4 For the avoidance of doubt, the Participant shall at all times remain the Qualifying Person.
- 2.5 The Nominated Officer shall appoint and provide contact details for at least two Authorised Signatories upon the Participant’s registration on the Heathrow ID Scheme.
- 2.6 The Authorised Signatory may not sponsor applications for the Heathrow ID Passes unless it received:
- (a) a background check which must be at least as stringent as the Background Check in respect of Applicants; and
 - (b) mandatory initial training conducted by the Airport Operator.

3. RIGHTS AND OBLIGATIONS OF THE AIRPORT OPERATOR

3.1 Without prejudice to Clause 14 below and subject to the payment by the Participant of the Charges, compliance by the Participant, the Nominated Officer and the Authorised Signatories of their respective obligations under these Terms and the Procedures, and on satisfactory completion of the necessary Background Checks, a verification of a Background Check or any other checks, as appropriate, pursuant to these Terms, the Airport Operator shall:

- (a) in good faith use reasonable skill and care to issue both Heathrow ID Passes to Applicants, and Vehicle Passes to vehicles each of which have been approved (in accordance with the applicable rules of the Heathrow ID Scheme), and shall use all reasonable endeavours to do so in a timely fashion;
- (b) conduct procedural training as deemed reasonable for the Authorised Signatories (in a manner and at timings and locations notified by the Airport Operator to the Participant from time to time), and provide such support to the Authorised Signatories to allow them to comply with their obligations under these Terms as is reasonable; and
- (c) notify the Participant of any changes to the Procedures.

3.2 The Airport Operator reserves the right to refuse entry to a Restricted Area, notwithstanding that the individual may be in possession of a valid Heathrow ID Pass.

3.3 The Airport Operator shall:

- (a) inspect and verify all applications for Heathrow ID Passes to ensure that they are fully compliant with the Procedures and all regulatory requirements;
- (b) select a percentage of applications for the Heathrow ID Passes for further scrutiny to verify the validity of the Background Checks conducted in respect of selected Applicants and, in its absolute discretion, request additional information and apply the level of scrutiny which is higher than the minimum set by the Procedures and all applicable laws and regulations;
- (c) conduct any further independent audits of the procedures implemented by the Authorised Signatories in respect of the issuance and ongoing management of Heathrow ID Passes as and may be required in accordance with its risk assessment and assurance processes.

3.4 The Airport Operator reserves the right to vary the Charges in accordance with the process applicable to Specified Activities (meaning activities specified pursuant to the Airports Act 1986) at the Airport. In the event that no such process applies, the Airport Operator will give 30 days' notice (together with reasons) of any variation to the Charges. The Airport Operator further reserves the right to introduce new categories of Charges where it considers this to be reasonably necessary in order to discourage bad practice, mitigate security risks and/or recover its costs. Any such new Charges will be introduced in accordance with the process applicable to Specified Activities at the Airport (if any). In the event that no such process applies the Airport

Operator will give a reasonable amount of notice of, and supply supporting reasons for, the introduction of any such new Charges.

4. OBLIGATIONS OF THE PARTICIPANT

4.1 The Participant shall:

- (a) ensure that the Nominated Officers, the Authorised Signatories and the Pass Holders are vetted in accordance with these Terms and the security requirements set out in the Procedures, as updated from time to time by the Airport Operator and notified to the Participant;
- (b) ensure that the Nominated Officer appointed pursuant to Clause 2.2(c) at all times:
 - (i) has full responsibility for meeting the Participant's obligations under these Terms;
 - (ii) has sufficient authority for assuring the Participant's employment screening policies and procedures and for instigating disciplinary actions, where necessary, to ensure the Participant's compliance with Clause 4.2(e) and (f) of these Terms;
 - (iii) has an understanding of personnel security risks and the importance of risk mitigation measures;
 - (iv) has an authority to require the removal of a Heathrow ID Pass from any Pass Holder who is no longer considered suitable to hold a Heathrow ID Pass;
- (c) take all reasonable steps to procure that the Nominated Officer, the Authorised Signatory and the Pass Holders:
 - (i) comply with each of their respective obligations under these Terms and the relevant Procedures; and
 - (ii) maintain basic standards of trustworthiness, reliability and integrity;
- (d) keep the Heathrow ID Centre updated as to any changes to the information supplied to the Airport Operator pursuant to these Terms and the Procedures, including without limitation any change to details of the Participant and the Nominated Officer.
- (e) ensure that its terms and conditions of employment for all employees who hold Heathrow ID Passes:
 - (i) render misuse of the Heathrow ID Pass or the Vehicle Pass, if relevant, a disciplinary matter as between itself and the employee; and
 - (ii) state that Heathrow ID Passes and Vehicle Passes, if relevant, remain property of the Airport and that the Airport Operator retains the right to confiscate or withhold a Heathrow ID Pass and/or a Vehicle Pass; and

- (f) ensure that its terms and conditions of employment for employees acting as Authorised Signatories clearly indicate the significance of the role and render any material failure to perform the role as required by the rules of the Heathrow ID Scheme a disciplinary matter as between itself and the employee.
- 4.2 If and to the extent that the Participant promotes itself as being a member of the Heathrow ID Scheme it shall do so in a way which is not prejudicial to the name and reputation of the Airport and the Airport Operator, nor shall it seek to make commercial gain using the Airport's trade names or other intellectual property.
- 4.3 The Participant shall take out and maintain such insurance as is necessary to cover the conduct of its obligations with respect to participation in the Heathrow ID Scheme.
- 4.4 The Participant shall pay all Charges. Those Charges will ordinarily be levied in arrears but the Airport Operator reserves the right to require payment in advance where it is reasonable to do so. All such Charges shall be payable within 30 days of receipt of invoice, in full, without set off, deduction, abatement or withholding on any grounds.
- 4.5 The Participant shall pay in full, or where the Airport Operator deems appropriate, contribute in part, towards any cost, charges or expenses incurred by the Airport Operator as a result of the breach or breaches by the Participant (or its agents or employees or contractors), the Nominated Officer, an Authorised Signatory or a Pass Holder of these Terms or the Procedures.
- 4.6 The Participant may subcontract some of its functions to a third party, save those obligations of the Nominated Officer, provided however that it shall remain primarily liable for all acts and omissions of its subcontractor(s).
5. OBLIGATIONS OF THE NOMINATED OFFICER
- 5.1 The Nominated Officer shall:
- (a) appoint the Authorised Signatories pursuant to Clause 2.5 and oversee their work, putting the appropriate training and quality assurance systems in place in order to expose potential fraudulent and negligent behaviour;
 - (b) show visible leadership on security matters ensuring that the Applicants and Authorised Signatories are briefed properly on their responsibilities;
 - (c) ensure that all processes undertaken by the Participant enable it to conform to the terms of the Heathrow ID Scheme;
 - (d) ensure that any investigations or audits undertaken by the Airport Operator receive full cooperation, and any identified deficiency or need for additional controls are addressed;
 - (e) draw to the attention of individual Pass Holders the disclosures and uses which may be made of their personal data (as noted in the Procedures);

- (f) communicate any changes in requirements relating to the issue and use of the Heathrow ID Passes and the need for any change in the Participant's policy or action to senior management of the Participant;
- (g) alert the Airport Operator immediately when a Heathrow ID Pass is either compromised or no longer required by a Pass Holder (and where appropriate, alert the appropriate authorities where fraudulent or criminal activity is uncovered); and
- (h) put in place appropriate arrangements to assess the Pass Holders on both a monthly and annual basis to ensure continuous compliance with its obligations under Clause 5.2 below.

5.2 The Nominated Officer shall ensure that the Heathrow ID Passes are returned to the Heathrow ID Centre when no longer required, including when:

- (a) the Pass Holder ceases to be employed by or contracted to the Participant;
- (b) the Pass Holder no longer has the Legitimate Operational Need to access the Airport;
- (c) the Heathrow ID Pass expires.

5.3 The Nominated Officer shall take all reasonable steps to ensure that:

- (a) the Heathrow ID Passes and Vehicle Passes, if relevant, are managed responsibly and only used by the Pass Holders solely in accordance with the relevant Legitimate Operational Needs;
- (b) all Heathrow ID Passes and all Vehicle Passes are kept secure at all times;
- (c) all Pass Holders and the Authorised Signatories comply with their responsibilities under the Heathrow ID Scheme pursuant to these Terms and the relevant Procedures;
- (d) any motor vehicle in respect of which a Vehicle Pass has been issued is kept secure at all times (which includes, without limitation, keeping the motor vehicle locked when it is unmanned) so as to avoid theft or misuse of the Vehicle Pass and, for the avoidance of doubt, this obligation shall apply whether the motor vehicle is within the boundary of the Airport or not; and
- (e) any Vehicle Pass issued in respect of a motor vehicle shall be used only in respect of the motor vehicle whose registration is stated on the Vehicle Pass and shall not, under any circumstances, be used in respect of any other motor vehicle.

6. OBLIGATIONS OF THE AUTHORISED SIGNATORY

6.1 The Authorised Signatory shall:

- (a) ensure that the Background Check conducted on a Pass Holder is done to a satisfactory standard and in accordance with the Procedures;

- (b) sponsor and submit an application for a Heathrow ID Pass only after having been satisfied that the Pass Holder is a suitable person to hold a Heathrow ID Pass;
- (c) alert the Airport Operator when a Heathrow ID Pass is either compromised or no longer required by an individual;
- (d) establish a Pass Holder's Legitimate Operational Need for a Heathrow ID Pass and submit a written justification for the appropriate access level to the Airport Operator;
- (e) alert the Nominated Officer to any signs of suspicious or fraudulent activity;
- (f) co-operate with any requests for information from the Airport Operator in relation to the Applicants and existing Pass Holders, and with any investigations or audits undertaken by the Airport Operator;
- (g) ensure that the Relevant Information is passed in a timely fashion to the Heathrow ID Centre;
- (h) retain a record of the Background Checks conducted on Applicants, including copies of all Relevant Information, for the duration of the Applicant's employment;
- (i) take all steps as are reasonable to ensure the accuracy of the Relevant Information; and
- (j) 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.

7. OBLIGATIONS OF THE PASS HOLDER

- 7.1 The Pass Holder shall comply with all Procedures issued in support of the Heathrow ID Scheme from time to time and maintain basic standards of trustworthiness, reliability or integrity.

8. CRIMINAL LIABILITY

- 8.1 The Participant, the Nominated Officer the Pass Holder and the Authorised Signatory are each reminded that it is a criminal offence under Section 21B of the Aviation Security Act of 1982 (as amended by the Aviation and Maritime Security Act 1990) to knowingly or recklessly make any statement which is false in a material particular with respect to an application for and continued use of a Heathrow ID Pass.
- 8.2 The Participant, the Nominated Officer, the Pass Holder and the Authorised Signatory are each also reminded that it is a criminal offence under Section 21C of the Aviation Security Act of 1982 (as amended by the Aviation and Maritime Security Act 1990) to be in the Restricted Zone (as defined in the Aviation Security Act of 1982) of an aerodrome without the required permission.

9. CIVIL LIABILITY AND INDEMNITIES

9.1 The Participant shall indemnify the Airport Operator in full, and shall keep the Airport Operator fully indemnified on a continuing basis from and against all Losses suffered or incurred by the Airport Operator in respect of:

- (a) breach of these Terms by the Participant;
- (b) negligence or wilful default by the Participant; or
- (c) fraud, fraudulent misrepresentation or fraudulent concealment by the Participant.

9.2 For the purposes of Clause 9.1, Losses means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses.

10. INTELLECTUAL PROPERTY

10.1 The Participant acknowledges and agrees that the Airport Operator:

- (a) owns the Heathrow ID Passes and the Vehicle Passes themselves, and title to them is not transferred to the Participant or to the Pass Holder or the owner of a vehicle in respect of a Vehicle Pass has been issued;
- (b) asserts ownership of the intellectual property in the Heathrow ID Passes and the Vehicle Passes (save that which is owned by the Airport Operator's licensors) and in any intellectual property in the application and management processes associated with the Heathrow ID Passes, Vehicle Passes and the Heathrow ID Scheme.

10.2 Neither the Participant nor the Pass Holder shall use any of the Heathrow ID Passes or the Vehicle Passes for any reason other than in accordance with the specified Legitimate Operational Need, except where the express prior written approval of the Airport Operator has been obtained by the Participant. For the avoidance of doubt, and without prejudice to the generality of the foregoing, the express prior written approval of the Airport Operator is required for use of the Heathrow ID Passes and/or Vehicle Passes for purposes of time and attendance recording for staff.

11. TERMINATION OF PARTICIPATION IN THE HEATHROW ID SCHEME

11.1 The Airport Operator reserves the right to terminate the Participant's membership in the Heathrow ID Scheme and/or suspend or terminate any or all Heathrow ID Passes or Vehicle Passes issued pursuant to the Heathrow ID Scheme in the event that:

- (a) it is required to do so by operation of any law, regulation or other legislation applicable in the relevant jurisdiction; or
- (b) there are allegations of impropriety or misconduct on the part of the Participant, the Nominated Officer or the Authorised Signatory with respect to compliance with the rules of the Heathrow ID Scheme; or

- (c) the Participant cease to be a Qualifying Person, in which case the Airport Operator may suspend or terminate any Heathrow ID Passes issued to individuals who are employed by the Participant or contracted exclusively to the Participant and any Vehicle Passes which have been issued to motor vehicles used by the Participant; or
 - (d) there is, in the discretion of the Airport Operator (acting reasonably) evidence of widespread misuse of the Heathrow ID Passes or the Vehicle Passes across the Participant's workforce, in which case the termination/suspension may apply to all individuals who are contracted to/employed by the Participant and who are Pass Holders and to all motor vehicles used by the Participant in respect of which a Vehicle Pass has been issued; or
 - (e) the Participant has failed to pay any Charges which are not disputed in good faith within 60 days of the date of invoice; or
 - (f) (without prejudice to the generality of the foregoing) the Participant is in material breach of these Terms or the Procedures and has failed to remedy such breach (if remediable) within 30 days of service of notice to do so by the Airport Operator; or
 - (g) the Participant suffers a Change of Control or an Insolvency Event; or
 - (h) the Participant has not submitted any applications for a period of six months and there are no existing Heathrow ID Pass holders or Vehicle Passes registered with the Heathrow ID Scheme.
- 11.2 In the event that the Airport Operator has the right to remove the Participant from the Heathrow ID Scheme pursuant to Clause 11.1, the Airport Operator may propose alternative remedies in consideration for waiving its right to terminate, which may include the up-front payment of Charges, and/or such other remedies as the Airport Operator may require.
- 11.3 If the Participant is removed from the Heathrow ID Scheme:
- (a) the Participant shall cease to hold itself out as being a member of the Heathrow ID Scheme; and
 - (b) the Participant shall procure that all Heathrow ID Passes and Vehicle Passes are returned to the Heathrow ID Centre; and
 - (c) the Participant shall pay any outstanding charges in respect of the Heathrow ID Scheme within 30 days of receipt of invoice.
12. TERMINATION/SUSPENSION OF INDIVIDUAL HEATHROW ID PASSES AND VEHICLE PASSES
- 12.1 The Airport Operator reserves the right to require its access control or patrolling personnel (the "**Heathrow Security Personnel**") to suspend a Heathrow ID Pass immediately from a Pass Holder in the event of a substantial cause, including but not limited to:

- (a) where it is apparent that the Heathrow ID Pass has expired, is invalid or has been blocked;
- (b) if a member of the Heathrow Security Personnel suspects that the Heathrow ID Pass has been falsified, tampered with or has been misused;
- (c) if a Pass Holder fails to adhere to security regulations in force or fails to comply with a verbal or written instruction by a member of the Heathrow Security Personnel or other airport official;
- (d) where removal is in connection with detection or prevention of crime.

12.2 Where the Heathrow ID Pass is suspended under Clause 12.1, the Airport Operator may in its discretion and acting reasonably either:

- (a) reinstate the Heathrow ID Pass subject to the Participant or the individual Pass Holder, as appropriate, agreeing to take such remedial action as is necessary to ensure compliance with the Heathrow ID Scheme; or
- (b) permanently cancel the Heathrow ID Pass and the Vehicle Pass, as appropriate, where it considers in the light of information available to it in relation to the individual Pass Holder that it is no longer appropriate for this individual to have access to the Restricted Areas or to the Airport generally (in which case the suspension or termination shall be only in relation to the relevant individual and not to any other Pass Holder of the Participant);

12.3 The Airport Operator reserves the right to permanently cancel the Heathrow ID Pass in the event where:

- (a) there has been a misrepresentation of the facts by the Pass Holder when applying for a Heathrow ID Pass;
- (b) where a Pass Holder is convicted in respect of a criminal offence that disqualifies them from holding a Heathrow ID Pass;
- (c) where a Pass Holder has their national security clearance suspended;
- (d) where there has been a serious breach or repeated breaches of safety or security regulations or procedures;
- (e) where the conduct of the Pass Holder or persons connected with them calls into question the suitability, trustworthiness and integrity of the Pass Holder and the Airport Operator, having undertaken a risk assessment, assesses that giving the Pass Holder ongoing unescorted access to the Restricted Areas of the Airport could put the general public or other Airport employees or contractors at risk.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Terms shall operate to limit or restrict the liability of the Airport Operator for death or personal injury caused by its negligence, or for fraudulent concealment or fraudulent misrepresentation.

- 13.2 Subject to Clause 13.1, the Airport Operator shall not be liable to the Participant for:
- (a) direct or indirect loss of profits or revenue; or
 - (b) special, indirect or consequential damages; or
 - (c) loss of good will or anticipated savings
- (in each case) whether arising pursuant to these Terms or pursuant to anything done in relation to the Heathrow ID Scheme.
- 13.3 Without limitation to Clause 13.2 and subject to Clause 13.1, the Airport Operator shall not be liable to the Participant to any extent for any Loss (which, for these purposes, has the same meaning as set out in Clause 9.2) suffered by the Participant as a result of the suspension or termination of a Heathrow ID Pass/Vehicle Pass, as long as such suspension or termination was effected on reasonable grounds and in good faith in accordance with these Terms and any relevant Procedures.
14. NO OBLIGATION TO ISSUE HEATHROW ID PASSES OR VEHICLE PASSES
- 14.1 For the avoidance of doubt:
- (a) nothing in these Terms shall oblige the Airport Operator to issue a Heathrow ID Pass to any Applicant or any Vehicle Pass; and
 - (b) if the Airport Operator has the right to suspend or revoke Heathrow ID Passes or Vehicle Passes pursuant to Clause 11 it shall not be required to continue processing applications from further Applicants/in respect of further motor vehicles.
15. GENERAL
- 15.1 The Airport Operator reserves the right to vary these Terms from time to time as and when required in accordance with all applicable laws and regulations by notice to the Participant and publishing the varied Terms on the Airport Operator's website. On the basis of such notice and publication, the Participant shall be deemed to have agreed to all such variations.
- 15.2 These Terms supersede all and any terms and conditions previously in force in relation to the Heathrow ID Pass Scheme.
- 15.3 Waiver of any breach by either party shall not prevent subsequent enforcement nor be deemed to be a waiver of any subsequent breach.
- 15.4 If any Clause, or part of a Clause, of these Terms, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision in question is not of a fundamental nature to these Terms as a whole, the legality, validity or enforceability of the remainder of these Terms (including the remainder of the Clause or paragraph which contains the relevant provision) shall not be affected. If the foregoing applies, the parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to these Terms which may be necessary in order to achieve, to

the greatest extent possible, the same effect as would have been achieved by the Clause, or the part of the Clause, in question.

- 15.5 The rights, powers and remedies provided in these Terms are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by law, or otherwise.
- 15.6 The Participant shall neither provide nor attempt to provide any gifts, cash or other inducement to any employee, agent or contractor of either the Airport Operator or of any other member of the Airport Operator's group of companies with a view to thereby securing favourable treatment from either the Airport Operator or any other member of the Airport Operator's group of companies. Any attempt to do so (successful or otherwise) shall constitute a material breach of these Terms.
- 15.7 The Participant acknowledges that these Terms are made for the benefit of Heathrow Airport Limited, and that Heathrow Airport Limited shall be entitled to enforce these Terms against the Participant. Subject to this, these Terms are not intended to be for the benefit of, and shall not be enforceable by, any person who is not a party to it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise, and neither party can declare itself a trustee of the rights under it for the benefit of any third party.

16. DATA PROTECTION

- 16.1 Any personal data provided by an Applicant will remain confidential to the Airport Operator and will not be disclosed to any third party without the Applicant's prior consent, except that the Airport Operator reserves the right to use the information for the purposes of facilitating the Heathrow ID Scheme.
- 16.2 The Airport Operator will process all personal data provided by the Applicant in accordance with Data Protection Legislation.
- 16.3 All personal data provided by an Applicant will be used by the Airport Operator solely for the purposes of administering the Heathrow ID Scheme.
- 16.4 Further information on how the Airport Operator will collect and use the Applicant's personal data can be found in the Airport Operator's privacy notice in relation to the Heathrow ID Scheme which can be accessed at <https://www.heathrow.com/company/partners-and-suppliers/id-centre/id-centre-privacy-notice>.

17. LAW AND JURISDICTION

- 17.1 These Terms are governed by and shall be construed in accordance with English Law and the parties hereby and will submit to the exclusive jurisdiction of the English Courts.