

Breaking News Filming Terms and Conditions

The following terms and conditions govern the permission given by Heathrow Airport Limited (registered number 01991017) of The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW (“**we**”, “**us**” or “**our**”) to any company (“**you**” or “**your**”) permitted to undertake filming at Heathrow Airport subject to a successful application for a breaking news permit. Any reference to “**you**” or “**your**” shall include any of your employees and/or media personnel where appropriate.

Filming

1. You shall submit an application for a breaking news permit and, if granted a permit, shall be bound by the terms outlined in your application including but not limited to (i) purpose (ii) location (iii) materials and equipment (iv) date and time of filming.
2. We reserve the right to refuse any application for any reason, including without limitation, breach of any previous permit.
3. You acknowledge that the operational requirements of the Heathrow Airport (the “**Airport**”) must always take precedence to filming, photographing and sound recording (“**Recordings**”) and agree that Recordings shall at all times be conducted in such a way that does not conflict with the operational requirements of the Airport. We shall not be held liable for any disruption to Recordings due to operational requirements.
4. You shall not make any Recordings of any passengers, Airport staff or other members of the public, other than on an incidental basis, except (i) without their prior written approval and (ii) where such Recordings are permitted under the terms of your permit. For the avoidance of doubt, vox-popping is not permitted unless you are expressly authorised to do so under the terms of your permit.
5. You shall be responsible for seeking the required permissions in respect of any person, firm or company to be included in any Recordings (including, without limitation, any Airport staff, passengers or other members of the public).
6. You shall be responsible for obtaining any required permissions from third parties to be included in any Recordings including, without limitation, any branding or other intellectual property, staff members and property. You shall provide evidence of any such permissions to us immediately on request.
7. You shall provide any materials or equipment necessary for Recordings at your own cost and such materials and only equipment approved in your application may be used.
8. Any equipment which emits radio, satellite or other frequencies must comply with our Electronic Communications Approval Policy (“**ECAP**”). For the avoidance of doubt, we reserve the right to refuse use of any equipment which does not comply with ECAP and/or could cause interference with any Airport operations.

Location

9. We shall provide you with access to your permitted location ("**Location**") on a non-exclusive basis for Recordings during your permitted time period.
10. Notwithstanding clause 9 above you shall not be permitted to make any Recordings of any security procedures, security equipment (including but not limited to CCTV feeds) or security sensitive infrastructure on the Airport premises whatsoever, including (without limitation) any security staff undertaking or discussing their roles and responsibilities at the Airport that security staff have at the Airport.
11. You shall not make any structural or non-structural alterations or additions to the Location (whether interior or exterior) or any part thereof without the prior written consent of us.
12. Upon completion of Recordings and/or termination in accordance with clause 31 below, you shall remove any permitted alterations or additions and restore the Location to the condition prior to any Recordings, including without limitation by (i) making good and/or paying the entire costs of making good any and all damage to the Airport (ii) cleaning the Location (iii) removing of all equipment, tools, vehicles, promotional material and litter from the Airport. If this has not been carried out to our reasonable satisfaction, we reserve the right to carry out such restorative activities and you shall indemnify us in respect of the full costs of doing so.

Health & Safety and Security

13. All of your employees and/or media personnel who are involved with Recordings ("**Employees**") must have the approved filming permit on their person and present it to any of our staff members or the Police upon request. Our security team reserves the right to carry out random checks of belongings or equipment at any time whilst media are present at the Airport.
14. You shall comply with the conditions of your permit at all times.
15. You shall comply with all security requirements, regulations and instructions of us and/or any third parties as appropriate and any such representatives at all times.
16. You shall comply with the Airport's byelaws.
17. You shall ensure that any Employees are provided with all necessary health and safety training and shall report any suspicious persons, items or unattended baggage.
18. Employees shall not leave any baggage or equipment unattended in the Airport.
19. You shall produce, update and at all time use risk assessments and method statements during Recordings and shall make such risk assessments and method statements available to us on request.
20. You shall comply with any legislation at any time in the course of any Recordings or otherwise, and with any lawful requirement or demand of any court, governmental body or

regulatory authority having authority over us or you in respect of which compliance is obligatory.

Intellectual Property

21. You shall own exclusively any intellectual property rights in the Recordings.
22. You shall not be permitted to use the Recordings for any purpose which is outwith the scope of your application.
23. You shall grant us a non-exclusive royalty-free perpetual, irrevocable licence to use any intellectual property rights in the Recordings for any communications or publications. We shall not be responsible for any duplication, imitation or otherwise of the Recordings or any rights therein in any form of media by any third parties.
24. You shall indemnify us from and against any 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 (“**Losses**”) which we suffer or incur as a result of any claim that the use of any intellectual property rights in the Recordings infringes or allegedly infringes intellectual property rights belonging to any third party.

Confidential Information

25. In respect of all confidential information relating to us which you obtain under or in connection with any breaking news permit, you agree (i) to keep all confidential information confidential and protected from theft, damage, loss or unauthorised access (ii) to use the confidential information solely in connection with the breaking new permit and not for your own benefit or for the benefit of any third party and (iii) not to disclose the confidential information to any persons other than those agents, employees, contractors and professional advisors of you who have a need to know the confidential information.

Indemnity and Liability

26. You shall indemnify us against any Losses suffered as a result of any act or omission of you which results in any personal injuries (including death) and/or any loss of or damage to any real or personal property.
27. We will not be liable for any (i) loss of profit (ii) loss of revenue (iii) loss of goodwill (iv) indirect loss (v) consequential loss (vi) loss or damage to property or (vii) death or personal injury resulting from your negligence.
28. Notwithstanding clause 27 above our maximum aggregate liability for damage caused to property caused by the gross negligence of us or our servants or agents shall be limited to £10,000.

Insurance

29. Without prejudice to your liability to indemnify us in accordance with clause 24 above, you shall procure and maintain in force a third party liability insurance policy with an indemnity limit of at least £10,000,000 for any one occurrence or series of occurrences arising from any

one event and shall produce evidence of such insurance to us on request.

30. If you require airside vehicular access you shall procure and maintain a vehicle airside liability policy with an indemnity limit of £50,000,000 for any one occurrence or series of occurrences arising from any one event and with a sub-limit of US\$50,000,000 for liability for war and terrorism risks.

Consequences of Breach

31. We reserve the right to withdraw any consent or permit granted, stop Recordings at any time and/or reschedule the date/time of any Recordings for any reason, including without limitation, any breach of these terms and conditions. If asked by one of our authorised colleagues or Police, all persons will be required to leave the Airport premises immediately.

Governing Law

32. You agree that the permission granted to you subject to these terms and conditions shall be governed by and interpreted in accordance with English law, and you agree to submit to the exclusive jurisdiction of the English courts.