

Edinburgh Airport (the “Airport”)

ID Scheme Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 In these ID Scheme Terms and Conditions (the “Agreement”) where the context admits:

“Airport Operator” means Edinburgh Airport Limited.

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

Authorised Signatory means the individual authorised by a Participant or Sponsor to access and use the ID Gateway system.

“Change of Control” means the acquisition or otherwise of control (whether by way of shareholding, voting rights or de facto control) of the Participant and/or holding company and/or intermediate holding company and/or ultimate/parent holding company of the Participant (together to be known in this Agreement as the “Controlled Companies”) by any party or parties who did not previously exercise Control of any one or more of the Controlled Companies;

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

“ID Gateway” means the third-party software platform used by Edinburgh Airport Limited to process and manage ID pass applications.

“ID Gateway Confidential Information” means all information relating to the ID Gateway system, including its software, functionality, outputs, reports, configurations, documentation, security features and any data accessed through it, which is not publicly available.

“ID Pass” means a pass issued by the Airport Operator to an individual person for the Restricted Areas or landside areas of the Airport pursuant to the ID Scheme;

“ID Scheme” means the processes and procedures operated by Edinburgh Airport Limited for the prior authorisation of individuals and motor vehicles to enter various zones (including Restricted Areas) and all continuing administration 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 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).

“CEDs” means (as the case may be) Chief Executive’s Notices, Directives or Notices as issued from time to time by or on behalf of the Chief Executive at the Airport;

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

“Permitted Purpose” means the proof of identity in connection with access to a Restricted Area solely for the purpose of carrying out the Participant’s obligations pursuant to each contract that has been awarded to it to provide goods, services or undertake works at the Airport;

“Qualifying Person” means a person who has supplied to the ID Centre all of the information listed in Clause 3.1(b) and who has been accepted onto the ID Scheme by the Airport Operator;

“Relevant Information” means information required by the ID Centre from time to time (details being available on request) in relation to Pass Holders, Applicants and the Participant;

“Sponsor” means an organisation authorised by the Airport Operator to access and use ID Gateway in connection with the ID Scheme

“Participant” means the legal entity (including a company partnership, sole trader or other legal person) identified as such in the application approved by the Airport Operator to join the ID Scheme;

“Procedures” means the procedures and practices mandated by the relevant ID Centre from time to time in order to implement the ID Scheme;

“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 Programme) plus any other security restricted area at the Airport; and

“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 ID Scheme.

1.2 In this Agreement, references to “persons” are references to individuals, sole traders, partnerships, companies, bodies corporate and unincorporated associations.

2. RIGHTS AND OBLIGATIONS OF THE AIRPORT OPERATOR

2.1 Subject to the payment by the Participant of the Charges, and compliance by the Participant and the Authorised Signatories of their respective obligations under these Terms and Conditions and the Procedures, the Airport Operator shall:

(a) in good faith use reasonable skill and care to issue both ID Passes to Applicants, and Vehicle Passes to vehicles each of which have been approved (in accordance with the applicable rules of the relevant ID Scheme), and shall use reasonable endeavours to do so in a timely fashion; and

(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.

2.2 The Airport Operator reserves the right to refuse entry to a restricted Area, notwithstanding that the individual may be in possession of an ID Pass.

2.3 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.

3. PRE-CONDITIONS TO JOINING THE ID SCHEME

3.1 A Participant may only join the ID Scheme if:

- (a) it has been awarded a contract to provide services or undertake works at the Airport; and
- (b) it has supplied in writing to the ID Centre:
 - (i) the name and address of every third party with which it has a contract to provide goods/services at the Airport (each, a "Customer"); and
 - (ii) where requested written confirmation from each and every Customer that the Participant does in fact hold such a contract; and
 - (iii) those areas of the Airport to which it requires access (and full reasons why);
 - (iv) the approximate number of individuals at the Airport for whom it will require passes in each relevant year; and
 - (v) details of how frequently each day its personnel will require access to the Restricted Areas; and
 - (vi) such other information as the ID Centre may in its absolute discretion from time to time require.

4. OBLIGATIONS OF THE PARTICIPANT

- 4.1 The Participant warrants to the Company on a continuing basis that it is a Qualifying Person.
- 4.2 The Participant undertakes to:
 - (a) keep the ID Centre updated as to any changes to the information supplied to the Airport Operator pursuant to this Agreement (as set out in the Procedures issued by the Airport Operator from time to time), including without limitation any change to Participant details, identity of the Authorised Signatory and any relevant change in the circumstances of any Pass Holder;
 - (b) comply with the CED's issued by the Airport Operator from time to time;
 - (c) take all reasonable steps to procure that the Authorised Signatories and the Pass Holders comply with each of their respective obligations under the ID Scheme;
 - (d) take all reasonable steps to ensure that the ID Passes are used solely for the Permitted Purpose;
 - (e) take all reasonable steps to draw to the attention of individual Pass Holders the disclosures and uses which may be made of their personal data (as noted on the application forms and in the Procedures);
 - (f) take all reasonable steps to ensure that all ID Passes and all Vehicle Passes are kept secure at all times;
 - (g) take all reasonable steps to ensure that ID Passes are only kept and used by the Pass Holder;
 - (h) (without prejudice to the generality of Clause (e), ensure that any motor vehicle in respect of which a Vehicle Pass has been issued shall be 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. In addition, 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;
 - (i) ensure that its terms and conditions of employment of all employees which hold ID Passes or who use motor vehicles in respect of which a Vehicle Pass has been issued render misuse of the ID Pass or the Vehicle Pass a disciplinary matter as between itself and the employee.
 - (j) 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 ID Scheme a disciplinary matter as between itself and the employee.
 - (k) ensure that its terms and conditions of employment of all employees which hold ID Passes or who use motor vehicles in respect of which a Vehicle Pass has been issued state that ID Passes and Vehicle Passes remain the property of Edinburgh Airport and that the aerodrome retains the right to confiscate or withhold an ID Pass or a Vehicle Pass.

- 4.3 If and to the extent that the Participant promotes itself as being a member of the ID Scheme it shall do so in a way which is not prejudicial to the name and reputation of Edinburgh Airport and the Airport Operator, nor shall it seek to make commercial gain using the Airport's trade names or other intellectual property. For the avoidance of doubt no Participant (or intending participant) shall hold itself out as being a member of the ID Scheme unless it has signed an agreement including these Terms.
- 4.4 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 ID Scheme.
- 4.5 The Participant shall pay all Charges. Those Charges will ordinarily be levied in arrears but the Airport Operator reserves the right for the Manager of the relevant ID Centre to require payment in advance where it is reasonable to do so. All such Charges shall be payable within 14 days of receipt of invoice, in full, without set off, deduction, abatement or withholding on any grounds.
- 4.6 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), an Authorised Signatory or a Pass Holder of the terms of this Agreement or the Procedures.
- 4.7 The Participant may subcontract some of its functions to a third party, save those obligations of an Authorised Signatory, provided however that it shall remain primarily liable for all acts and omissions of its subcontractor(s).
- 4.8 The Participant shall procure that all Authorised Signatories and Sponsors acting under its authority comply at all times with:
- (a) these Terms and Conditions, including (without limitation) the obligations set out below at Clause 5;
 - (b) all Procedures; and
 - (c) any other instructions provided by the Company, including those relating to the use of ID Gateway.

5. OBLIGATIONS OF THE AUTHORISED SIGNATORY

- 5.1 The Authorised Signatory is responsible for:
- (a) managing its participation in the ID Scheme on behalf of the Participant;
 - (b) ensuring that all processes undertaken by the Participant enable it to conform to the terms of the ID Scheme;
 - (c) ensuring that the Relevant Information about the Participant, Applicants and Pass Holders is passed in a timely fashion to the ID Centre;
 - (d) ensuring that the Relevant Information about Pass Holders or Applicants is passed to the ID Centre;
 - (e) obtaining references and other documents (such as criminal record checks) in relation to Applicants, in accordance with the Procedures;
 - (f) taking all steps as are reasonable to ensure the accuracy of the Relevant Information;
 - (g) carrying out such other duties with respect to the operation of the ID Scheme as are mandated by the ID Centre from time to time;
 - (h) taking reasonable steps to ensure that 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) and, for the avoidance of doubt, this obligation shall apply whether the motor vehicle is within the boundary of the Airport or not. In addition, the Authorised Signatory shall be responsible for taking reasonable steps to ensure that any Vehicle Pass issued in respect of a motor vehicle is used only in respect of that motor vehicle whose registration is stated on the face of the Vehicle Pass and not in respect of any other motor vehicle; and
 - (i) using reasonable endeavours to ensure that all Pass Holders comply with their responsibilities under the ID Scheme.
- 5.2 Authorised Users may access and use ID Gateway solely for the purpose of completing, managing and supporting applications for Edinburgh Airport ID passes in accordance with the ID Scheme and for no other purpose.

- 5.3 Authorised Users shall not, and shall not attempt to:
- (a) copy, reproduce, modify, adapt, translate, create derivative works from, frame, mirror, download, transmit or distribute any part of ID Gateway;
 - (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of ID Gateway;
 - (c) use ID Gateway to develop or support any competing or similar product or service;
 - (e) use automated scripts, bots or tools to access the system without express authorisation;
 - (f) introduce viruses, malware or any harmful or unlawful material; or
 - (g) use ID Gateway in any manner that is unlawful, misleading, harmful or inconsistent with these Terms.

5.4 Each Authorised User shall

- (a) keep all usernames, passwords and access credentials secure and confidential;
- (b) not share credentials with any other person; and
- (c) immediately notify the ID Centre of any suspected or actual unauthorised access to ID Gateway.

6.6 Any unauthorised sharing or misuse of credentials shall constitute a material breach of this Agreement.

6. OBLIGATIONS OF THE PASS HOLDER

The Participant procures that the Pass Holder shall comply with all Procedures issued in support of the ID Scheme from time to time.

7. CRIMINAL LIABILITY

7.1 The Participant, 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 to knowingly or recklessly make any statement which is false in a material particular with respect to an application for an ID Pass.

7.2 The Participant, 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 to be in the restricted zone (as defined in the Aviation Security Act of 1982) of an aerodrome without the required permission.

8. CIVIL LIABILITY AND INDEMNITIES

8.1 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 as a result of Claims made against it by either the Participant or any third party as a result of:

- (a) breach of this Agreement by the Participant, an Authorised Signatory or a Pass Holder;
- (b) negligence or willful default by the Participant an Authorised Signatory or a Pass Holder; or
- (c) fraud, fraudulent misrepresentation or fraudulent concealment by the Participant, an Authorised Signatory or a Pass Holder.
- (d) misuse of ID Gateway by the Participant or any Authorised User; or
- (e) submission of unlawful, inaccurate or improperly authorised data to ID Gateway.

8.2 For the purposes of Clause 8.1, Losses means all costs, demands, losses, damages and expenses (including all legal expenses on a full indemnity basis) and Claims means all claims, whether made in contract, tort, under statute or otherwise (including in each case negligence).

9. INTELLECTUAL PROPERTY

9.1 The Participant's acknowledges and agrees that the Airport Operator:

- (a) owns the 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 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 ID Passes, Vehicle Passes and the ID Scheme.
- 9.2 Neither the Participant nor the Pass Holder shall use any of the ID Passes or the Vehicle Passes for any purpose other than the Permitted Purpose, except where the express prior written approval of the Airport 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 is required for use of the ID Passes and/or Vehicle Passes for purposes of time and attendance recording for staff.

10. TERMINATION OF THIS AGREEMENT

- 10.1 The Airport Operator reserves the right to terminate this Agreement and/or suspend or terminate any or all ID Passes or Vehicle Passes issued pursuant to this Agreement 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, an Authorised Signatory or a Pass Holder with respect to compliance with the rules of the ID Scheme; or
 - (c) the Participant cease to be a Qualifying Person, in which case the Airport Operator may suspend or terminate any 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;
 - (d) there is, in the discretion of the aerodrome manager (acting reasonably) evidence of widespread misuse of the 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 ID Pass holders or Vehicle Pass holders registered with the Scheme.

11. TERMINATION/SUSPENSION OF INDIVIDUAL ID PASSES AND VEHICLE PASSES

- 11.1 The Airport Operator reserves the right to suspend or terminate one or more ID Passes or Vehicle Passes issued pursuant to this Agreement in the event that:
- (a) the aerodrome manager, in his or her discretion (acting reasonably) considers in the light of information available to him or her in relation to one or more individuals that it is no longer appropriate for those individuals 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 those relevant individuals and not to any other Pass Holder of the Participant);
 - (b) (for the avoidance of doubt) if the relevant ID Pass or Vehicle Pass expires; and/or
 - (c) there are substantiated allegations of misuse of an ID Pass and/or a Vehicle Pass by one or more Pass Holders / users of the relevant vehicle(s) in which case the suspension / termination shall apply only to the ID Passes of those Pass Holders who are alleged to have misused their ID Passes or those vehicles in respect of which misuse of the Vehicle Pass is alleged to have occurred.
- 11.2 For the avoidance of doubt, the Airport Operator may immediately suspend or terminate an individual's access to ID Gateway (with or without suspension of an ID Pass) where required to:
- (a) comply with its contractual obligations to third-party system providers;

- (b) address suspected security incidents or misuse; or;
 - (c) comply with applicable law or regulatory requirements.
- No liability shall arise from such suspension or termination.

12. CONSEQUENCES OF SUSPENSION/TERMINATION

- 12.1 In the event that the Airport Operator has the right to terminate this Agreement pursuant to Clause 9, 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.
- 12.2 If this Agreement is terminated:
- (a) The Participant shall cease to hold itself out as being a member of the ID Scheme; and
 - (b) The Participant shall procure that all ID Passes and Vehicle Passes are returned to the ID Centre; and
 - (c) The Participant shall pay any outstanding charges in respect of the ID Scheme within 14 days of receipt of invoice.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in this Agreement 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 this Agreement or pursuant to anything done in relation to the 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 8.2) suffered by the Participant as a result of the suspension or termination of an ID Pass/Vehicle Pass, as long as such suspension or termination was effected on reasonable grounds and in good faith in accordance with the terms of this Agreement.

14. NO OBLIGATION TO ISSUE ID PASSES OR VEHICLE PASSES

- 14.1 For the avoidance of doubt:
- (a) nothing in these Terms shall oblige the Airport Operator to issue an ID Pass to any Applicant or any Vehicle Pass; and
 - (b) if the Airport Operator has the right to suspend or revoke ID Passes or Vehicle Passes pursuant to Clause 9 it shall not be required to continue processing applications from further Applicants/in respect of further motor vehicles.

15. GENERAL

- 15.1 No variation to these Terms shall be valid unless signed in writing by both parties.
- 15.2 Waiver of any breach by either party shall not prevent subsequent enforcement nor be deemed to be a waiver of any subsequent breach.
- 15.3 If any Clause, or part of a Clause, of this Agreement, 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 the Agreement as a whole, the legality, validity or enforceability of the remainder of this Agreement (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 the Agreement 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.

15.4 The rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by law, or otherwise.

15.5 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 Edinburgh Airport Limited with a view to thereby securing favourable treatment from either the Airport Operator or any other member of Edinburgh Airport Limited. Any attempt to do so (successful or otherwise) shall constitute a material breach of this Agreement.

15.6 The Participant acknowledges that this Agreement is made for the benefit of Edinburgh Airport Limited, and that Edinburgh Airport Limited shall be entitled to enforce this Agreement against the Participant. Subject to this, this Agreement is 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. LAW AND JURISDICTION

16.1 This Agreement is governed by and shall be construed in accordance with Scots Law and the parties hereby and will submit to the exclusive jurisdiction of the Scottish Courts.

Terms and Conditions Acceptance

I, the undersigned, make this application for and on behalf of the Participant. I have read and understood the ID Scheme Terms & Conditions and agree that the Participant will be bound by them. I fully understand the responsibilities as a Participant and the responsibilities of the Authorised Signatories and Pass Holders under the ID Scheme.

I am aware that it is an offence under the Aviation Security Act 1982 as amended by the Aviation and Maritime Security Act 1990 to give false information, either for the purpose of, or in connection with, an application for an identity pass.

_____ (*Sign here)

_____ (Name)

___/___/___ (Date)

For and on behalf of _____ (include full legal entity name of Participant)

*The person signing must be a senior manager named in this application