



London Luton Airport - Filming Permit Terms (non-commercial)

1. Introduction and Scope

These Filming Permit Terms ("**Terms**") cover non-commercial Filming only (ie. Filming that is not for profit such as for broadcast media, podcasts, educational or instructional videos). If you are Filming for commercial purposes, please contact LLA's press office.

2. Definitions

2.1. In these Terms:

Airport: means London Luton Airport including, without limitation, all buildings, grounds, facilities, access routes and amenities.

Crew: means the Production Company's employees and contractors including, without limitation, any producer, director, camera operator, sound technician or any persons attending the Airport as part of any Filming.

Filming: means any recording or capturing of i) images (whether moving or still images and whether with or without sound), or ii) sound or audio recording without images; howsoever recorded, captured, stored, transmitted or published including, without limitation, digitally, on film or on any other media.

LLA: means London Luton Airport Operations Limited, the operator of the Airport.

Production Company: means any person or company wishing to attend or attending the Airport as part of any Filming.

3. General

3.1. Each Production Company must obtain prior permission for Filming anywhere at the Airport. Permission is given by way of a valid permit issued by LLA ("**Permit**"), which is applied for through LLA's media hub at <https://mediahub.london-luton.co.uk/filming-and-photography>.

3.2. Permits are issued at LLA's sole discretion and LLA may not provide any reason for refusal. The application must be made with sufficient time to allow LLA to consider it. LLA is not responsible for any delays in processing a Production Company's application or for any refusal given.

3.3. The Production Company must adhere to these Terms and LLA's byelaws. LLA reserves the right to change these Terms and/or LLA's byelaws at any time (which it may do by general notice without requirement to notify the Production Company individually). The current version of these Terms and LLA's byelaws is available on LLA's website at www.london-luton.co.uk.

3.4. Permits are issued on the condition that the Production Company complies with these Terms. It is the Production Company's responsibility to ensure that its Crew are familiar with, and comply with, these Terms. Any obligation on the Production Company includes an obligation on the Production Company to ensure that its Crew comply with the obligation in question.

3.5. Permission is limited to the specific locations and times as stated in the Permit. Unless expressly agreed in writing by LLA, the Permit does not grant any exclusive use of the locations stated in the Permit and the Production Company shall not obstruct any access or circulation area within the Airport. The Production Company shall not cause any

nuisance or inconvenience to or otherwise disrupt or interfere with the business, operation and activities of LLA or any other user of the Airport.

- 3.6. The Permit grants permission to the Production Company and its Crew only and is not assignable to any third party.
- 3.7. The Permit must be shown when requested by an LLA official or police. A Production Company Filming without a Permit, or who fail to present a Permit when requested, will be asked to cease Filming and leave the Airport.
- 3.8. LLA reserves the right to suspend or withdraw permission for Filming at any time, including for operational or security reasons, and to remove the Production Company and/or any of its Crew from the Airport if they do not comply with these Terms. LLA will not be liable to the Production Company for any loss, damage, inconvenience, additional cost or liability howsoever caused or incurred arising directly or indirectly out of such suspension or withdrawal of permission or removal from the Airport.
- 3.9. In most instances where Filming takes place, LLA will mandate that a member of LLA's press office will be present as an escort. The Production Company must follow all instructions of LLA's escort including ceasing Filming for any reason.
- 3.10. The Production Company is responsible for ensuring content does not breach copyright or other intellectual property rights. Any use of LLA branding is subject to prior written approval from LLA's press office.
- 3.11. The Production Company shall not, either when Filming or in any images or film created using the material filmed at the Airport, do or permit anything to be done which may, in LLA's sole opinion, bring LLA or the Airport into disrepute or which could adversely affect the reputation of LLA or the Airport.
- 3.12. The Production Company shall ensure that it obtains, and maintains, all consents, licences, model releases and permissions it may require for Filming. The Production Company shall comply with all applicable laws and regulations regulating the Filming.
- 3.13. The Production Company shall not make any changes or alterations to the fabric or layout of the Airport without LLA's prior written permission. Without prejudice to the foregoing, if required to comply with its obligation under these Terms, the Production Company may place a reasonable number of notices around the location stated in the Permit notifying people of the Filming. On completion of Filming, the Production Company shall ensure that all equipment, rubbish and notices used or created by the Production Company are promptly removed at its cost and expense.
- 3.14. Nothing in these Terms or the Permit is intended to, or shall be deemed to, authorise the Production Company to make or enter into any commitments for or on behalf of LLA or to make any representation that it is an agent of LLA or that it is otherwise connected with or endorsed by LLA.

4. Safety

- 4.1. The Production Company must prepare a site-specific risk assessment prior to Filming and carry out Filming in accordance with such risk assessment. The Production Company must provide a copy of the risk assessment to LLA on request.
- 4.2. LLA will provide appropriate safety equipment for Filming undertaken airside including ear defenders and high visibility jackets, which must be worn at all times. The Production Company must provide any other safety equipment where LLA instructs it to. The Crew must attend any LLA safety briefs, and instructions must be complied with at all times.
- 4.3. The Production Company must comply with all applicable health and safety legislation and regulations when Filming.
- 4.4. The Production Company must ensure that neither Filming nor any equipment used whilst Filming cause any hazard or danger to any person's health or safety.

5. Security

- 5.1. Permits granting the Production Company airside access (as designated by LLA) will be conditional upon the Crew obtaining an LLA visitor pass (to do so each person must present photographic ID in the form of a valid photocard driving licence or passport).

Visitor passes are issued at the discretion of LLA and may be withdrawn at any time. Visitor passes must be worn at all times whilst airside at the Airport.

- 5.2. Filming of LLA's security process or the security area is prohibited.
- 5.3. The Production Company must comply fully with LLA security procedures and instructions. The Production Company must stop Filming immediately if instructed to do so by a member of LLA's security staff or police. LLA will not be liable to the Production Company for any loss, damage, inconvenience, additional cost or liability howsoever caused or incurred arising directly or indirectly out of such instructions.

6. Airport staff

- 6.1. The Production Company shall not interview LLA staff, nor persons working for third parties at the Airport (eg. staff of retail concessionaires) without the prior written permission of LLA's press office or authorised representatives of the relevant third-party company.
- 6.2. All LLA staff and persons working for third parties at the Airport have the right to work in a safe environment and LLA will not tolerate verbal abuse, aggressive or other inappropriate behaviour directed at them or other users of the Airport.

7. Passengers

- 7.1. Filming must not impede the movement of passengers. The Production Company shall treat all passengers respectfully and courteously and be mindful that, for many, travelling can be a stressful experience.
- 7.2. The Production Company is responsible for obtaining all necessary permissions and consents to film passengers, and compliance with applicable privacy and data protection legislation.

8. Emergency Closure

It may be necessary for LLA to evacuate or close the Airport (or any part) temporarily in case of emergency, for security reasons, and so on. In any such case the Production Company will comply immediately with all instructions given by LLA, the police, or any other officer of any emergency service. LLA will not be liable to the Production Company for any loss, damage, inconvenience, additional cost or liability howsoever caused or incurred arising directly or indirectly out of such circumstances.

9. Liability

Attendance at the Airport and Filming is at the Production Company's sole risk. LLA shall have no liability to the Production Company for:

- 9.1. any loss of profit, loss of revenues, wasted expenditure, loss of sales or business, loss of agreement or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information or for any indirect or consequential or special loss; or
- 9.2. the death, injury or illness which may be sustained by any members of the Crew, or for loss of, damage or destruction to the property of the Production Company or any members of the Crew unless due to the deliberate act (otherwise than in good faith) or negligence of LLA or LLA's employees.

Nothing in the foregoing shall limit or exclude LLA's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees (ii) fraud or fraudulent misrepresentation or (iii) any other liability which cannot be limited or excluded by applicable law.

10. Insurance

The Production Company shall maintain insurance policies suitable and sufficient to insure against all risks and potential liabilities of Filming, including public liability insurance and employer's liability insurance (as applicable) and, if specified, in accordance with any minimum

insurance requirements of LLA. The Production Company shall produce evidence of such insurance to LLA on request.

11. Indemnity

The Production Company will indemnify LLA and LLA's employees against (i) all and any loss of or damage to any building or property of LLA or any third party (ii) all and any liability, costs, charges, damages and expenses of whatever nature that they may suffer, or incur to any of their employees or to any third party arising out of or in connection with any breach of, non-performance or delay in, performing its obligations under these Terms (iii) any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the Filming or any images or film created using the material filmed at the Airport or (iv) the negligence or wilful misconduct of the Production Company or its Crew.

12. Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provisions or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity or enforceability of the rest of these Terms.

13. Waiver

A failure or delay by LLA to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy.

14. Governing Law and Jurisdiction

- 14.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2. LLA and the Production Company irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, or their subject matter or formation (including non-contractual disputes or claims).