



Policy on Filming & Photography - For Commercial Purposes -

General Policy of Hermes Airports Ltd

This policy concerns the issuing of entry permits to the immovable property and installations managed by Hermes Airports Ltd (Hermes) at Larnaka and Pafos International Airports for the purpose of location filming without inconvenience to airport passengers, regular customers and lessees.

Implementation

This policy applies to companies producing films, television series, advertising commercials, photographs, other television programs and more. While filming for documentary purposes is free, Hermes Airports reserves the right to charge a fee. In all cases of filming/photography, any fees that may be charged are based on the current fees for commercial filming and/or the particular nature of the filming/photography and/or the frequency of filming/video recording. It is also required that the logos and general image of Hermes Airports be promoted positively in the TV production (i.e. logos or images of Hermes Airports to be included in the credits).

Filming/Video Recording and Photography for Commercial Purposes

Hermes Airports Ltd accepts requests from photographers, television stations and film companies wishing to work on the airport premises for commercial purposes. The applicant (e.g. a film company) must submit an application and reach agreement with Hermes Airports in order to use its immovable property or installations for filming. Location fees for such use are determined by Hermes Airports.

Fees are payable in advance, prior to the start of filming/photography. Guidance around the premises and any meetings held before the day(s) of filming or photography are charged by the hour. Location fees do not include charges for parking. The film company is responsible for transporting its staff and equipment from the airport car park to the filming/photography location.

Fees

The basic fees charged for commercial filming and photography at Cyprus's two airports are as follows:

Description	Fee
1. Landside Area (all areas of the airport that is accessible to the public)	€150.00/hour
2. Airside Area (all areas of the airport for which a special permit must be issued, e.g. departure gates, runway)	€200.00/hour
3. Meetings related to the request to film/photograph	€50.00/hour
4. Escort (obligatory)	€40.00/hour
a. VAT is not included in the above fees	
b. All fees (except the insurance premium) are subject to VAT	

Note:

Additional fees may be charged at the discretion of the airport authorities depending on the particular nature of the filming/photography. Furthermore, the applicant (e.g. a film company) is responsible for making prior arrangements for any additional installations and services it wishes to have available during the job in question. All fees must be deposited in cash or in the form of a cheque made out to Hermes Airports Ltd.

Film/photo sessions cannot be accommodated between 31st May and 1st September due to the peak tourist season. In case of a film/photo session being very urgent to be in effect during the peak season, or on a day other than that already approved (TUE or THU), a surcharge of €500.00 will be implemented on condition that permission can be granted by the relevant departments.

Film/photo sessions are designated to be in effect on Tuesdays or Thursdays due to the heavy traffic flow at the airports. Should there be a specific day requested other than the designated one, then a penalty fee of up to €500.00 can be imposed.

Applications

Any questions and requests concerning filming or photography at either of the island's two airports should be addressed to:

Hermes Airports Ltd

Larnaka International Airport

P.O. Box 43027, 6650 Larnaka

Cyprus

e-mail: filming@hermesairports.com

Fax: +357 24008117

All requests must be submitted in writing well in advance of filming/photography. The minimum is two (2) weeks prior to the start of any work. When an application concerns major and more complex projects, the required period of notice will be greater than two weeks. Before submitting a request, film companies must contact Hermes Airports by telephone, to provide information about their application and to find out whether the airport can fulfil their needs regarding the desired locations, dates and times and the types of scenes to be filmed.

For work in airside areas of the airport, each interested professional/organisation/company must complete (and submit in advance) the following:

- 1) An application form (available on the Hermes Airports website)
- 2) A Department of Civil Aviation 'Visitor's pass' form

Upon arrival at the airport, all applicants must show their Identity Card to the Department of Civil Aviation in order to obtain a 'Visitor's Pass'.

Each member of the group must attach the 'Visitor's Pass' to their clothing in such a way as to ensure that it is easily visible. Members of the group/crew must be accompanied at all times by an airport representative.

Together with the application for permission to film, the airport authorities may request a copy of the script and a brief description of any scenes to be filmed at the airport.

Terms and Conditions Governing Filming/Photography for commercial purposes at Cyprus's International Airports

1. Insurance

It is hereby clarified that, although film companies, the Media and photographers are charged a daily insurance premium (see Point 4 in the above table) to cover Hermes Airports' budgeted insurance costs, Hermes does not provide any type of insurance coverage for film companies, the Media and photographers, including but not limited to actors, film crews and their equipment and/or anyone involved in the filming or related tasks. Consequently, the film companies, Media and/or photographers take full responsibility for filming and photography. For this reason it is essential that film companies, the Media, photographers and anyone involved in the filming and/or photography take out a suitable all-risk policy, including general third party liability, with their own insurance company. It is also hereby clarified that Hermes cannot be held liable or responsible for any bodily injury, death, loss, legal action, claim for compensation, demand, fine, damage, costs or expenses (including the costs of investigation and legal representation and all expenses including related legal expenses) caused by or during the actions of film companies, the Media and photographers and/or anyone involved in filming and/or photography. Furthermore, film companies, the Media, photographers and all those involved in filming and/or photography must indemnify Hermes against any claim for damages relating to bodily injury, death, loss, legal action, claim for compensation, demand for costs and expenses (including investigation and legal costs) and any damage to any immovable property belonging to Hermes and/or any legal or physical person present at the airport (and its installations) caused by actions of film companies and/or their employees and/or personnel and/or representatives and/or legal or physical

persons authorized by the film company, the Media, photographers and anyone involved in filming and/or photography.

1. Insurance

1.1. Insurance for Companies or other legal entities

In the event that the applicant is a company or any other legal entity then it shall, at its expense, purchase and maintain in full force and effect such insurance as it will protect the applicant and Hermes from claims, such as for bodily injury, wrongful death, property and environmental damage, which may arise out of or result from the actions of the applicant and/or its employees and/or subcontractors and/or representatives and/or legal or physical persons authorized by the applicant.

1.1.2 The following policies shall be furnished by the applicant:

a. Comprehensive General Liability Insurance against claims for bodily injury, including death and property damage or loss arising out of the performance of the applicant, its employees and/or any of its subcontractors and/or representatives and/or legal or physical persons authorized by the applicant at the Airports' premises. Such insurance shall include Hermes as an additional insured party. The policy shall contain a "cross liability" or "severability of interests" clause so that Hermes and the applicant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and shall be for the amount of **€ 1.000.000.00 (one million euro)** regarding filming and/or photo shooting within the Landside areas of the airports and/or the amount of **€ 5.000.000.00 (five million euro)** regarding filming and/or photo shooting within the Airside areas of the airports.

b. Employer's Liability Insurance to cover any legal liability of the Contractor in respect of Loss or damage as a result of the death and/or personal injury suffered by an employee of the applicant or any subcontractor or any person for whom the applicant is responsible. The insurance shall be subject to an indemnity clause in favour of Hermes. In the event that the applicant performs any filming or photo shooting in the airport's airside area and/or employs a subcontractor for any filming or photo shooting in the airport's airside area then the applicant shall have the responsibility to ensure that his/her/its subcontractor has the necessary insurance policies for the airport's airside and provide his/her/its' subcontractor's insurance policies to Hermes prior the commencement of any filming or photo shooting by the applicant's subcontractor.

1.1.3 The policies of the aforementioned Insurances shall contain, inter alia, the following:

(a) Hermes, its representatives and employees as additional insured.

(b) provisions that Hermes is protected notwithstanding any act, neglect or misrepresentation of the applicant its employees and/or any of its subcontractors and/or representatives and/or legal or physical persons authorized by the applicant which might otherwise result in the avoidance of a claim under such policies and that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of Hermes;

(c) Provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Hermes and that any coverage carried by Hermes shall be excess coverage;

(d) Provisions that such insurance shall not be cancelled without the insurer providing Hermes with thirty (30) days written notice stating when such cancellation shall be effective.

1.2. Insurance for individuals

1.2.1 In the event that the applicant is a physical person who is working on his/her own then the applicant should, at his/her own expense, purchase and maintain in full force and effect a General Liability insurance policy as per clause 1.1.2.a.

1.2.2 In case the applicant is a physical person and he/she will employ personnel and/or a crew and/or subcontractors then he/she must provide an Employer's Liability insurance policy as per clause 1.1.2.b.

1.2.3 The policies of the aforementioned Insurances shall contain, inter alia, the following:

(a) Hermes, its representatives and employees as additional insured.

(b) provisions that Hermes is protected notwithstanding any act, neglect or misrepresentation of the applicant and/or any of his/her employees, subcontractors and/or representatives and/or legal or physical persons authorized by the applicant which might otherwise result in the avoidance of a claim under such policies and that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of Hermes;

(c) Provisions that such policies and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Hermes and that any coverage carried by Hermes shall be excess coverage;

(d) Provisions that such insurance shall not be cancelled without the insurer providing Hermes with thirty (30) days written notice stating when such cancellation shall be effective.

1.3 In the event that the applicant must use any vehicle for filming and/or photo shooting in the airside area of the airport then the applicant should, at his/her/its own expense, purchase and maintain in full force and effect a motor vehicle insurance which should include aviation accident insurance for the amount of **€ 20.000.000.00 (twenty million euro)** and cover without limitation any damage to or from an aircraft or any other property and protect the applicant's employees and/or subcontractors and/or other insured personnel against the peril of aircraft accident. In such a case the applicant shall bear all the related costs for the Airside Vehicle Program (AVOP) which is necessary when driving a vehicle on the airside area of the airport and the issuance of the required airport identities.

1.4 Hermes reserves the right to request additional coverage or insurance policies or clauses prior or after the grant of the Filming or Photo shooting License.

1.5 In the event that the applicant neglects and/or omits and/or rejects to maintain an insurance (as per this clause 1) then the applicant shall still be liable to indemnify Hermes against any loss, damage, actions, proceedings, suits, claims, demands, costs, damages and expenses relating to the risks that the applicant ought to maintain insurance against them.

1.6 In the event that the Insurance coverage is less than any claim against the applicant and/or Hermes, the applicant shall be liable to pay any additional amount in excess of the coverage that may be required to settle the claim and to indemnify Hermes against any loss, damage, costs, damages and expenses which may be incurred by such claim.

2. Interruption of filming/photography

Hermes Airports Ltd reserves the right to interrupt or halt without notice any filming and/or photography.

3. Security and filming/photography

Security staff and security procedures may not be filmed. Also, no security area may be filmed or photographed.

4. Passengers, customers, staff and filming/photography

Passengers, customers and members of staff may not be filmed, photographed or interviewed without the written permission of Hermes Airports Ltd and/or the airline and/or Travel Agent and/or other company and/or the physical or legal person concerned.

5. Trade marks/logos and filming/photography

Trade marks, company and airline logos must not be filmed without the permission of the company concerned. The film company must obtain the written consent of any third party to use any photograph, film or visual image containing a trade mark, trade name, brand name, logo, key mark, characteristic image, brand image, company name, name or any other characteristic or logo belonging to a third party.

6. Duration of Filming

Starting and finishing times for filming/photography must be agreed in advance and strictly observed.

7. Escort during filming/photography

Film crews/photographers must be accompanied at all times by an airport escort. For reasons of security, one escort is required for every six people.

8. Health and Safety Requirements

Health and Safety requirements must be complied with at all times. The film company must carry out its own risk assessment. This assessment must be submitted in advance for approval with the filming schedule.

9. Repairs, cleaning and restoration to the status quo ante

Repairs, cleaning or restoration to the status quo ante is the responsibility of the film/photography company. Any repair, cleaning or restoration work that is not undertaken by the film/photography company will be carried out by Hermes. The cost of this work will be paid entirely by the film company as an additional charge calculated at the discretion of Hermes Airports Ltd and in accordance with its demands.

10. Special Effects

Scenes filmed at the airport may not contain special effects that show or suggest violations of security regulations, aircraft collisions, the use of firearms, the use of replica firearms, explosions, car crashes, etc. (The use of any such special effects requires prior permission.)

Any special effects must be described in detail in the application for permission to film/photograph.

11. Smoking Restrictions

Smoking is not permitted in the airport buildings or during filming/photography in any airside area of the airport.

12. Refuse and Waste Disposal

Film companies/photographers are responsible for the proper disposal of all refuse and waste arising from filming/photography. During filming or photography in the airside area of the airport, refuse and waste should be restricted and disposed of correctly in order to prevent any possible damage to aircraft.

13. Electric Power

The airport is not obliged to provide film crews or photographers with electricity. For low power lighting, it is likely that the use of existing power sources will be permitted. The relevant decision is down to Hermes Airports. For this reason, in some instances film companies will be required to provide their own generator. All cables and electric wiring must be insulated and protected with tape so as not to create problems or risks to the public, regular customers and airport staff.

14. Traffic Management

To prevent traffic congestion, production vehicles are not permitted to park on the pavement and equipment may not be placed in front of the main building unless the Airport Manager has approved such action. The complete closure of the airport roads is not allowed. Vehicles working in the airside area of the airport must bear special signs when using the roads and must be accompanied at all times by the duty manager of the airport and/or a security guard.

15. Animals

Animals are not allowed inside the immovable property of the airport without permission. If permission has been granted, animals must be supervised at all times by specialist handlers.

16. Emergency Procedures

Any emergency must be reported to the Airport Manager immediately.

17. Lighting

Lights must not be directed towards the Control Tower or towards aircraft, whether in flight or in the airside area of the airport. During outside night shoots in the airside area of the airport (e.g. the runway), lights must only be switched on when required for the reading of scripts and during filming.

18. Arrangements with Airport Lessees

The film company must include in its application a detailed description of any special arrangement that needs to be concluded with an airline or any other lessee for the use of their premises, equipment or personnel.

19. Water

The film company must obtain prior approval to use the airport's water supply.

20. Equipment

All equipment and vehicles used at the airport must be in excellent mechanical condition. Equipment and vehicles contaminated with possibly dangerous substances such as mud, stones, sewage sludge, etc., will not be allowed to enter the airside area of the airport.

21. Monitoring of the Filming Location

Hermes Airports reserves the right to interrupt at any moment any activity that, in its judgment, may affect the protection and safety of the airport's operations, personnel and immovable property. Activities that are not included or have not been precisely described in the filming permit will not be allowed without the Airport Manager's consent.

22. Hermes Airports images/logos and filming/photography

It is prohibited to use without permission any photograph, film or other visual image containing an emblem or logo or a scene in which it may easily be concluded that they belong to Hermes Airports Ltd or to either of Cyprus's two international airports.

As Operators of Larnaka and Pafos International Airports, Hermes Airports will invoice the film/photography company with the relevant fees as required. The invoice must be settled in advance and before the start of filming/photography.

23. Airport's Rules and Regulations

The applicant must adhere and comply with all the applicable laws, rules and regulations of the Republic of Cyprus. The applicant shall abide by and comply with all directives, rules and regulations issued from time to time by Hermes concerning the use and operation of the airport.

24. Indemnity

The applicant, its subcontractors, officers, servants, agents and employees shall, at all times indemnify and save harmless Hermes Airports Ltd, its subcontractors, officers, servants, agents, and employees from and against all claims, demands, loss, damages, actions, courses of actions or other proceedings by whom so ever made, brought, or prosecuted in any manner based upon, occasioned by, or attributed to the event permitted hereunder or any action taken or things done or maintained by virtue hereof.

Hermes Airports Ltd