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**THIS AGREEMENT** is made

June 2006

**BETWEEN:**

- (1) **FIRST SECRETARY OF STATE** c/o Maritime & Coastguard Agency of Spring Place 105 Commercial Road Southampton SO15 1EG (“**MCA**”)
- (2) **SECRETARY OF STATE FOR DEFENCE** (“**SSD**”)
- (3) **HAMPSHIRE POLICE AUTHORITY** of \* (“**HPA**”)

**WHEREAS**

- A. MCA has recently acquired from the SSD the freehold of part of the site known as HMS Daedalus Lee-on-Solent.
- B. MoD has requested MCA to allow the Portsmouth Naval Gliding Centre (“**PNGC**”) to continue to operate from the airfield at HMS Daedalus,
- C. MCA has agreed to do so on the terms set out in this Agreement.
- D. Hampshire Police Authority manages the airfield on behalf of MCA.

**IT IS AGREED AS FOLLOWS:**

**1 Interpretation and Definitions**

- 1.1 In this Licence unless the context otherwise requires:
  - (a) words importing any gender include every gender;
  - (b) words importing the singular number only shall include the plural number and vice versa;
  - (c) an obligation not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted;
  - (d) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission or direction made or issued under it

or under any statute replaced by it or deriving validity from it;

(e) references to clauses are to clauses in this Licence.

1.2 "**Airfield**" means the airfield at HMS Daedalus owned by MCA shown edged red on the attached plan;

"**Airfield Manager**" means the employee of HPA with responsibility for management of the Airfield or such other person exercising that function at the Airfield for HPA as notified to SSD from time to time;

"**Enactment**" means:

- (i) any Act of Parliament; and
- (ii) any European Union legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom

and references to any Enactment include any statutory modification or re-enactment of it and any order, instrument, regulation or direction made or issued under it;

"**Legal Obligations**" means any obligation from time to time created by any Enactment which relates to the Airfield or its use;

"**Licence Fee**" means the sum of £15,000 per annum

"**Licence Period**" means the period from the date of this Licence until 31 December 2008 subject to earlier determination in accordance with the provisions of this Agreement;

"**Manual**" means the Airfield Procedures Manual prepared by HPA and dated April 2006 and any amendments or revisions to it (provided such amendments or revisions are notified to SSD)

"**Outgoings**" means all rates taxes charges duties assessments impositions and outgoings of any sort which are at any time during the Licence period payable by the owner or occupier of the property. For the avoidance of doubt costs associated with

the repair and maintenance of the Airfield will not be payable either in whole or part by the Licensee);

**"Permitted Use"** means gliding by means of glider or motor glider for:

- (b) MoD sponsored training for potential recruits;
- (c) mandatory continuation training by staff and instructors;
- (d) initial and continuation training by MoD personnel in MoD gliders;
- (e) initial and continuation training by approved civilians in MoD gliders;
- (f) continuation training by MoD personnel in approved private gliders;
- (g) continuation training by approved civilians and approved private gliders;
- (h) supporting ground activity for the purpose of launching and recovery of gliders and tugs; and
- (i) supporting engineering activity for the purpose of servicing gliders and ground support equipment

by PNGC or by any other MoD sponsored body subject to a maximum number of 16,600 air movements in any 12 month period.

**"Rights"** means the rights granted by MCA to SSD pursuant to clause 2.

## **2 Grant of Licence**

- 2.1 MCA grants to MoD its employees agents and invitees the right to enter onto and use the Airfield for the Permitted Use in common with MCA, HPA and all other users of the Airfield for the Licence Period subject to the provisions of this Licence and the Manual ("the Rights").
- 2.2 This Licence is strictly personal to the SSD and is not capable of being the subject of any assignment transfer or sub-licence whatsoever.
- 2.3 The exercise of the Rights may be suspended immediately at any time for such periods as necessary to enable MCA or HPA to perform their statutory duties.

2.4 SSD's access to the Airfield will be strictly in accordance with the hours set out in the Manual or any instructions imposed by MCA acting reasonably (including instructions given through the agency of HPA). If SSD require access outside such hours the prior written consent of HPA must be obtained. SSD acknowledge that access to the Airfield can only be given when the Airfield Manager is present at the Airfield.

### **3 SSD's Obligations**

3.1 SSD shall pay to MCA the Licence Fee during the Licence Period. The Licence Fee will be payable in advance in equal quarterly instalments on 25 March 24 June 29 September and 25 December. The first payment of the Licence Fee shall be payable on the date of this Licence for the period to 29 September 2006.

3.2 SSD will pay and discharge a fair and reasonable proportion according to the SSD's user of Outgoings relating to the Airfield at the times when they become due. MCA will provide details of SSD's future liability for such Outgoings as soon as reasonably practicable after MCA becomes aware of such liability

3.3 Any sum payable under this Licence shall be treated as exclusive of VAT and SSD shall pay any VAT properly chargeable in respect of such sum within 14 days of written demand.

3.4 MoD will pay interest at the rate of 2% above the base rate of HSBC Bank Plc in respect of any sum payable but not paid on the due date under this Licence.

3.5 MoD will not cause or permit any damage to the Airfield including in particular the surface of the runway or any part of the perimeter fencing or security gates.

3.6 MoD will not cause or permit to be done any act or thing at the Airfield which may be or become a nuisance or inconvenience or cause damage or annoyance to MCA and/or its tenants or the other occupiers for the time being of the Airfield or the owners or occupiers of any adjoining or neighbouring premises or which may infringe any statute PROVIDED THAT use of the Airfield for the Permitted Use will not be a breach of this clause 3.6;

3.7 MoD shall at all times comply with all legal obligations affecting the exercise of the Rights including:

- (a) obtaining any necessary consents authorisations or permissions required to exercise the Rights. SSD shall not be entitled to exercise any of the Rights until it has produced to MCA evidence reasonably required by MCA that all such necessary consents, authorisations or permissions have been granted or obtained;
- (b) the provision of all necessary safety equipment appropriate to the Permitted Use;
- (c) the provision and instalment of any necessary signage (subject to the consent of MCA as to the design and location of the signage which shall not be unreasonably withheld or delayed);
- (d) all legislation guidance and codes of practice relating to health and safety matters. SSD will provide on request by MCA all documentation reasonably necessary to confirm compliance with this clause 3.7(d) relevant to the use of the Airfield for the Permitted Use.

3.8 SSD shall at all times:

- (a) ensure that all operations of MoD comply with all applicable environmental laws applicable to the Permitted Use at the Airfield
- (b) obtain all permits licences and approvals required by any environmental laws or by any laws governing health and safety which are necessary to conduct the Permitted Use and to ensure that all such permits licenses and approvals remain in full force and effect and that SSD complies with all terms and conditions of such permits licences and approvals
- (c) to file all reports records or notices required under any applicable environmental laws including any relating to any release creation treatment storage disposal or other handling of hazardous material by SSD at the Airfield
- (d) to take all proper and reasonable measures to avoid either directly or indirectly any release of hazardous material into or any contamination or pollution of the environment of the Airfield

- (e) at all times throughout the Licence Period (and at the end of the Licence Period) to carry out any remedial action which may be required as a result of any notice served by any authority as a result of any breach by SSD of its obligations under this clause 3.8
- 3.9 SSD will comply at all times with the provisions of the Manual and all instructions given by the Airfield Manager.
- 3.10 At any time when PNGC have a website SSD shall procure that such website displays the whole or substantially the whole of this Licence.
- 3.11 SSD will not bring onto the Airfield more than 4 aero-tugs. Before bringing any aero-tug onto the Airfield SSD will provide the Airfield Manager with details of the make and identification of the aero-tug.

#### **4 Indemnity**

- 4.1 SSD will indemnify MCA and HPA in respect of all costs claims losses liabilities damages and expenses incurred or suffered by MCA and/or HPA directly or indirectly as a result of any breach of this Licence or the use or operation by PNGC or any other MoD sponsored body of the Airfield where or not such use or operation is within the Permitted Use (“**Gliding Activities**”) including but not limited to:
  - (a) death or personal injury of a member employee or agent of PNGC, MCA or HPA or any third party.
  - (b) any damage to any property either owned by MCA HPA or by any other third party.
- 4.2 SSD will not make any claim against MCA or HPA or any employee or agent of MCA or HPA or any other third party in respect of loss or damage to property from whatever cause sustained by SSD (or by any person employed by SSD or for whom SSD is responsible) by reason of or arising out of or in any way connected with the Gliding Activities.
- 4.3 This indemnity will not apply to such claims losses damages and expenses which have been established to have been due to the negligence of MCA or HPA or their

employees or agents.

## **5 Suspension and Termination**

- 5.1 If MCA or HPA acting reasonably considers that there has been a breach by SSD of clause 3.6(a) MCA or HPA may suspend the Rights for such period as is necessary to remedy such breach. If the breach is not remedied or is incapable of remedy MCA may determine the Rights immediately by notice in writing on SSD.
- 5.2 SSD may terminate this Licence at any time by service of 1 month's written notice of MCA.
- 5.3 MCA may terminate this Licence forthwith by notice in writing at any time when there has been a material breach of the provisions of this Licence by SSD.
- 5.4 On termination of this Licence SSD will immediately cease operations from the Airfield and will remove within 3 days all gliders equipment and other property from the Airfield and MCA will reimburse SSD for any payment of the Licence Fee for any period extending beyond the date of termination.

## **6 General**

- 6.1 Nothing in this Licence shall imply or warrant that the Airfield may lawfully be used for the Permitted Use.
- 6.2 Any notices to be served under this Agreement shall be sent by recorded special delivery or by fax (but not email):
  - (a) any notice to be served on MCA shall be sent to Estates Manager MCA.
  - (b) any notice to be served on SSD shall be sent to [Principal Estates Surveyor, Defence Estates, Building 1/150, PP19D, Murrays Lane, HM Naval Base, Portsmouth PO1 3NH]

**SIGNED MARTIN TAYLOR** )  
**MILLS** duly authorised on )  
behalf of MCA; )

**SIGNED** by **ROBERT SMITH** )  
duly authorised on behalf of MoD )