



Command Support Air Transport (CSAT) Phase 2

**Draft Contract Schedule 9
(Authority Obligations GFA)**

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Authority Obligations**Part 1 - Purpose and Principles of Government Furnished Assets (GFA) provided by the Authority****1 Purpose**

- 1.1 The purpose of this Schedule 9 (*Authority Obligations GFA*) is to set out all of the Authority's obligations in providing GFA for the purposes of this Contract.

2 Contractor Deliverable / GFA Linkage

- 2.1 The Authority shall only be responsible for GFA provision as is specifically incorporated as a GFA obligation in accordance with Part 2 of this Schedule 9 (*Authority Obligations GFA*) (the "**Table**") as further described in Paragraph 2.2 below.

- 2.2 Failure by the Authority to supply or perform a GFA obligation will only be considered for the purposes of granting relief to the Contractor of any of its obligations under this Contract in respect of the performance of any relevant Contractor Deliverables where:

2.2.1 the relevant Contractor Deliverable which will be impacted in the event of a failure by the Authority to meet the relevant GFA obligation.

2.2.2 the Contractor has also fully complied with all of the Contractor's obligations which relate to the relevant GFA obligation:

- (i) as specified in the Table; and
- (ii) where the Contractor has also fully complied with its obligations in Conditions 49 (Authority Dependency Failures) and paragraph 3 (Contractor Notification of GFA Failure),

subject always to any limitations relating to the provision by the Authority of the relevant GFA obligation, as specified in column "A" of the Table.

3 Contractor Notification of GFA Failure

- 3.1 Without prejudice to the provisions of Conditions 49 (Authority Dependency Failures), the Contractor shall also notify any alleged GFA Failures to the Authority's Commercial Representative forthwith immediately following such GFA Failure.

4 Provision by the Authority of GFA

- 4.1 The Authority shall satisfy the relevant GFA obligation in accordance with the provisions of and subject to any limitations or special circumstances set out in the columns of the Table in the relevant row relating to the GFA obligation.

- 4.2 All GFA shall be subject to the provisions of DEFCON 611 (Issued Property).

- 4.3 The Contractor shall act with due care and diligence in respect of all GFA and shall ensure that all GFA is used in the most efficient manner, avoiding waste were reasonably practicable.

- 4.4 The GFA provided in accordance with this Schedule 9 is provided solely for use in connection with this Contract.
- 4.5 The Contractor shall return all GFA to the Authority in accordance with DEFCON 611 (Issued Property).
- 4.6 The Contractor is to ensure that any GFA provided to them, including use of telephones and IT equipment is used for discharging its obligations under the Contract only, and not for personal use.
- 4.7 In the event that GFA is used for other than the purpose of the Contract, the Contractor shall pay a fair and reasonable price for such use.
- 4.8 The Contractor shall inform the Authority if Government property, Services or facilities not specified as GFA are used by him for the purpose of the Contract and shall pay a fair and reasonable price thereof.

5 Government Furnished Information (GFI)

- 5.1 Authority Publications required by the Contractor to fulfil its obligations under the Contract shall be provided by the Authority free of charge within a reasonable timescale following a request by the Contractor. Such Authority Publications shall be GFI for the purpose of this Schedule.
- 5.2 In the event that amendments and/or changes are made to any of the Authority Publications identified in Annex 1 to this Schedule 9, the Authority will provide the Contractor with the latest versions of the documents.
- 5.3 Subject to DEFCON 707 (Rights in Technical Data), the Authority shall make available Government Furnished Information (GFI) to the Contractor from the Effective Date.
- 5.4 The Contractor agrees to maintain up-to-date copies of GFI to the extent that they are available to be provided by the Authority and in accordance with DEFCON 707 (Rights in Technical Data).
- 5.5 The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

6 Government Furnished Equipment (GFE)

- 6.1 In order to clearly distinguish between the GFE, Annex 3 contains four tables: Aircraft Service and Maintenance Equipment; Defensive Aid Suite; Military GPS; and Aircraft Interior Equipment.
- 6.2 All GFE shall be subject to the provisions of DEFCON 611 (Issued Property).
- 6.3 All GFE shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.

- 6.4 Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.
- 6.5 The provision of GFE will be defined as in DEFSTAN 05-099. Specifically, GFE issued under this contract used in Military Modification will be categorised as Contract Embodiment Item (CEI). The GFE issued will be CEI as it will be used in modification of existing MOD Assets.
- 6.6 The Contractor shall act with due care and diligence in respect of all GFE and shall ensure that all GFE is used in the most efficient manner, avoiding waste, where reasonably practicable.
- 6.7 Requests for delivery of GFE by the Authority are subject to a reasonable notice period, to be agreed between the Contractor and the Authority.

7 Government Furnished Facilities (GFF)

- 7.1 The Contractor will be permitted to occupy designated office space. Occupation of the buildings listed in the Licence to Occupy (LtO) at Annex 5 to Part 2 of this Schedule 9 may take place from the time of signature of the LtO by both Parties.
- 7.2 Immediately prior to occupation of any GFF, the Contractor must agree with the Authority, or the Authority's Representative, an inventory detailing the condition of the GFF.
- 7.3 The Contractor shall act with due care and diligence in respect of all GFF.
- 7.4 The Contractor will be allocated designated office space during the Transition Period. Occupation of the full buildings listed in the Licence to Occupy will take place from the Operational Services Commencement date, unless agreed otherwise with the Authority.
- 7.5 The Contractor is permitted to utilise office furniture allocated to them in situ from Contract award. Any additional furniture above the quantities in situ required by the Contractor at the RAF NHT shall be supplied by them at no additional cost to the Authority.
- 7.6 During the Transition Period, the outgoing Contractor will continue to deliver its contractual obligations:
- 7.6.1 until the end of the Transition Period.
- 7.6.2 upon an agreed date if prior to the end date of the Transition Period.
- 7.7 The Contractor is to be mindful of outgoing contractor's staff and equipment when being permitted access to Authority's facilities.

8 GOVERNMENT FURNISHED SERVICES (GFS)

- 8.1 The Contractor shall be entitled to request the provision of the Services listed at Annex 4 to Part 2 of this Schedule for the purpose specified in the Contract from the Operational Services Commencement date.
- 8.2 The Contractor shall be responsible for requesting provision of the Services from the point of contact in writing via email detailed in Annex 4 to Part 2 of this Schedule before the delivery lead-time detailed against the Service at Column (d).

Part 2 – GFA Provision linked to the Contractor Deliverables

This Part of Schedule 9 lists the various Tables associated with GFA.

Annex 1: Government Furnished Assets (GFA)**Annex 2: Government Furnished Information (GFI)****Annex 3: Government Furnished Equipment (GFE)****Annex 4: Government Furnished Services (GFS)****Annex 5: Government Furnished Facilities (GFF)**

Annex 1: Government Furnished Assets (GFA)**Table 1: Aircraft 1**

Aircraft Type	Engine Type	APU Type	Aircraft Registration	CAR Aircraft Serial Number	MAR Aircraft Serial Number
Falcon 900LX	Honeywell TFE731-60 (*3)	Honeywell GTCP 36-150 (F)	G-ZAHS	326	TBC

Table 2: Aircraft 2

Aircraft Type	Engine Type	APU Type	Aircraft Registration	CAR Aircraft Serial Number	MAR Aircraft Serial Number
Falcon 900LX	Honeywell TFE731-60 (*3)	Honeywell GTCP 36-150 (F)	G-ZABH	327	TBC

Annex 2: Government Furnished Information (GFI)

- (i) Table 1: Defensive Aid Suite
- (ii) Table 2: Hangar Plans
- (iii) Table 3: Aircraft Service and Maintenance History

(i) Table 1: Defensive Aid Suite GFI

Serial (a)	Description (b)	Version (c)	Media / Number of Copies (CD Rom/hard Copy) (d)	Purpose (e)	Doc Reference Number (g)
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(ii) Table 2: Hangar Plans GFI

Serial (a)	Description (b)	Version (c)	Media / Number of Copies (CD Rom/hard Copy) (d)	Purpose (e)	Category of GFA (f)
1	RAF NHT Infrastructure Hangar Plans	Latest	Soft Copy (PDF)	Compliance with the Contract	Contract Support Item

(iii) Table 3: Aircraft Service and Maintenance History

Serial (a)	Description (b)	Version (c)	Media / Number of Copies (CD Rom/hard Copy) (d)	Available from (e)
1	AIRCRAFT 1; 326 G-ZAHS FULL MAINTENANCE HISTORY	1	Soft Copy (PDF)	To be agreed - available from Effective Date
2	AIRCRAFT 1; 326 G-ZAHS LIFED ITEMS REPORT	1	Soft Copy (PDF)	To be agreed - available from Effective Date
3	AIRCRAFT 1; 326 G-ZAHS MASTER AD/SI REPORT	1	Soft Copy (PDF)	To be agreed - available from Effective Date
4	AIRCRAFT 1 326 G-ZAHS SCHEDULED MAINTENANCE REPORT	1	Soft Copy (PDF)	To be agreed - available from Effective Date
5	AIRCRAFT 2 – 327 G-ZABH FULL MAINTENANCE HISTORY	1	Soft Copy (PDF)	To be agreed - available from Effective Date
6	AIRCRAFT 2 – 327 G-ZABH LIFED ITEMS REPORT	1	Soft Copy (PDF)	To be agreed - available from Effective Date
7	AIRCRAFT 2 – 327 G-ZABH MASER AD/SI REPORT	1	Soft Copy (PDF)	To be agreed - available from Effective Date
8	AIRCRAFT 2 – 327 G-ZABH SCHEDULED MAINTENANCE REPORT	1	Soft Copy (PDF)	To be agreed - available from Effective Date
9	Outgoing Contractor's Exit Management Plan (redacted)	1	Soft Copy (PDF)	To be agreed - available from Effective Date

Annex 3. Government Furnished Equipment

- (i) Table 1: Defensive Aids Suites; Aircraft 1
- (ii) Table 2: Defensive Aids Suites; Aircraft 2
- (iii) Table 3: Military GPS
- (iv) Table 4: Aircraft Interior Equipment
- (v) Table 5: Gallery/Catering/Cabin Inventory; Aircraft 1
- (vi) Table 6: Gallery/Catering/Cabin Inventory; Aircraft 2
- (vii) Table 7: Electrical Inventory; Aircraft 1
- (viii) Table 8: Electrical Inventory; Aircraft 2
- (ix) Table 9: Safety Equipment Inventory; Aircraft 1
- (x) Table 10: Safety Equipment Inventory; Aircraft 2

(i) Table 1: Defensive Aid Suite (DAS) GFE; Aircraft 1

Part Number (a)	Description (b)	Qty (c)	NSN (d)	Serial # (e)	Date of Issue (f)
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(ii) Table 2; Defensive Aids Suites, GFE: Aircraft 2.

Part Number (a)	Description (b)	Qty (c)	NSN (d)	Serial # (e)	Date of Issue (f)
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(iii) Table 3: Military GPS

Serial (a)	Description (b)	Qty (c)	Reference / Serial # (d)	Date of Issue (e)
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Table 4: Aircraft Interior Equipment

Serial (a)	Description (b)	Qty (c)	Reference / Serial # (d)	Date of Issue (e)
101540	Thermos flasks (four per set).	2	N/A	1 Oct 2026
190759	Thermos flasks (four per set).	2	N/A	1 Oct 2026
N/A	Bedding set	24	No Serial Number	1 Oct 2026
	MPB box	1	TBC	1 Oct 2026
No Serial Number	Alpaca Blankets	24	No Serial Number	1 Oct 2026
21620-0	Infant life vests	2	211078/211079	1 Oct 2026
MPB-T2	MPB Test Kit	1	No Serial Number	1 Oct 2026
N/A	Fire blankets (MPB size)	3	No Serial Number	1 Oct 2026
N/A	Pizza-size fire blankets	2	No Serial Number	1 Oct 2026
N/A	Headsets (pilots & crew)	6	No Serial Number	1 Oct 2026

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Serial (a)	Description (b)	Qty (c)	Reference / Serial # (d)	Date of Issue (e)
857641-3120	A30 Bose Headsets	1	084048G32480136AE	1 Oct 2026
857641-3120	A30 Bose Headsets	1	084048G32480296AE	1 Oct 2026
857641-3120	A30 Bose Headsets	1	084048G32480252AE	1 Oct 2026
857641-3120	A30 Bose Headsets	1	084048G32480328AE	1 Oct 2026
N/A	Aircraft Keys for BH	24	N/A	1 Oct 2026
N/A	Aircraft Keys for HS	24	N/A	1 Oct 2026
N/A	Heartsine Samaritan PAD 500P Test Unit	1	90230080	1 Oct 2026
6130-99-4188504	MULTI-CHARGER (for Ground Crew Radios)	1	25609780	1 Oct 2026
5820-99-9793486	HANDHELD RADIOS (for Ground Crew Radios)	3	25565084, 25565079, 25565025	1 Oct 2026
N/A	Entertainment Cards BH	20	N/A	1 Oct 2026
N/A	Entertainment Cards HS	20	N/A	1 Oct 2026

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Serial (a)	Description (b)	Qty (c)	Reference / Serial # (d)	Date of Issue (e)
N/A	RAF Blankets	32	N/A	1 Oct 2026
N/A	Hoist	1	N/A	1 Oct 2026
N/A	Forklift	1	N/A	1 Oct 2026

(iv) Table 5: Galley/Catering/Cabin Inventory; Aircraft 1

Description	Part No	G-ZABH (Aircraft 1)		
		Init Qty	Qty On Board	Qty In Storage
Single Seat Belts	200-US-018C9SNC	2	2	0
Dining Seat Belt	200-US-064C9SNC	1	1	0
Divan Seat Belts	100-US-033C9SNC	2	2	0

(v) Table 6: Galley/Catering/Cabin Inventory; Aircraft 2

Description	Part No	G-ZAHS (Aircraft 2)		
		Initial Qty	Qty On Board	Qty In Storage
Kettle		1		
Nespresso		1		
Extension Belts	100-US-032C9SNC	2	2	
Infant Seat Belts	100-US-047C9SNC	2		
Single Seat Belts	200-US-018C9SNC	2	2	

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Dining Seat Belt	200-US-064C9SNC	1	1	
Divan Seat Belts	100-US-033C9SNC	2	2	

(vi) Table 7 Electrical Inventory; Aircraft 1

Description	G-ZABH (Aircraft 1)			
	Part No	Initial Qty	Qty On Board	Qty In Storage
EFB		1		
Bose Headphones	QC -35	9	2	7
Apple iPad		3	2	1
iPhone		2	2	
HDMI to HDMI Cable		1	1	
Lightning Digital AV Cable		1	1	
TELEX Headset Cover		3		3
TELEX Mic Windscreens		3		3

(vii) Table 8 Electrical Inventory; Aircraft 2

Description	G-ZAHS (Aircraft 2)			
	Part No	Initial Qty	Qty On Board	Qty In Storage
EFB		1		
Bose Headphones	QC -35	9	2	7
Apple iPad		3	2	1
iPhone		2	2	
HDMI to HDMI Cable		1	1	
Lightning Digital AV Cable		1	1	
TELEX Headset Cover		3		3

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TELEX Mic Windscreens		3		3
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(viii) **Table 9 Safety Equipment Inventory; Aircraft 1**

Description	G-ZABH (Aircraft 1)		
	Initial Qty	Qty On Board	Qty In Storage
Fire Extinguishers	3	3	
Smoke Hoods	2	2	
Smoke Goggles	1	1	
Life Rafts	2	2	
Fire Bag and Gloves	1	1	
Fire Sock	1	1	
AED	1	1	
Smoke Hoods	2	2	
First Aid Kit	1	1	
Flashlights	2	2	
First Aid Kit (crew)	1	1	
Passenger Life Jackets	14	14	
Crew Lifejackets	3	3	
Fire Axe	1	1	
Portable Oxygen	1	1	

(ix) **Table 10 Safety Equipment Inventory; Aircraft 2**

Description	G-ZAHS (Aircraft 2)		
	Initial Qty	Qty On Board	Qty In Storage
Fire Extinguishers	3	3	
Smoke Hoods	2	2	

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Smoke Goggles	1	1	
Life Rafts	2	2	
Fire Bag and Gloves	1	1	
Fire Sock	1	1	
AED	1	1	
Smoke Hoods	2	2	
First Aid Kit	1	1	
Flashlights	2	2	
First Aid Kit (crew)	1	1	
Passenger Life Jackets	14	14	
Crew Lifejackets	3	3	
Fire Axe	1	1	
Portable Oxygen	1	1	

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Annex 4. Government Furnished Services (GFS)

Serial (a)	Description (b)	Point of Contact / Provider (c)	Delivery Lead-time (d)	Contractors Acceptance Period (e)
1	Towing – Provision of tow vehicle	RAF Northolt Station Operations Tel: 020 8833 8918 (Ops Control) NOR-NORTHOLTOPS@mod.gov.uk Note: Contractor to supply their own tow vehicle but maintains the right to call on Station assets	30 minutes	30 minutes
2	Replenishment Services – Sewage removal – Provision of Sewage Tank and Operator	RAF Northolt Station Operations Tel: 020 8833 8918 (Ops Control) NOR-NORTHOLTOPS@mod.gov.uk	30 minutes	30 minutes
3	Replenishment Services – Water – Provision of Water Bowser and Operator	RAF Northolt Station Operations Tel: 020 8833 8918 (Ops Control) NOR-NORTHOLTOPS@mod.gov.uk	30 minutes	30 minutes
4	Replenishment Services – Fuel – Provision of Fuel Bowser and Operator	RAF Northolt - Babcock Fuels Group / POL	30 minutes	30 minutes

Serial (a)	Description (b)	Point of Contact / Provider (c)	Delivery Lead-time (d)	Contractors Acceptance Period (e)
		Tel: 020 8833 8395 (Charge Hand) RAF Northolt Station Operations NOR-NORTHOLTOPS@mod.gov.uk		
5	Engine Running Facility	Local Operating Base supply.	30 minutes	30 minutes
6	Compass	Local Operating Base supply	30 minutes	30 minutes
7	Testing of drinking water held on the Aircraft	RAF Northolt Medical Centre DPHCLSE	5 Business Days' notice for provision	4 hours
8	Provision of Fire Fighting Course for permitted Fire Equipment located within the Facilities detailed at [LTO] Appendix 5 of Annex 10 to Schedule 3	Directly via RAF Northolt Training Website	40 Business Days	Attendance at Training Course at RAF Northolt
9	Forklift and operator and marshaller (two persons).	RAF Northolt – Babcock AMS/VASS	3 hours. Reasonable endeavours	20 minutes

Serial (a)	Description (b)	Point of Contact / Provider (c)	Delivery Lead-time (d)	Contractors Acceptance Period (e)
		Tel: 020 8833 8485/8969 (Control) RAF Northolt Station Operations Tel: 020 8833 8918 (Ops Control) NOR-NORTHOLTOPS@mod.gov.uk	shall be made to provide the service within a shorter timescale	
10	RAF NHT Infra Testing (Electricity etc.)			

Annex 5. Government Furnished Facilities (Licence to Occupy)

Licence to Occupy

DATED

[Insert Date]

LICENCE TO OCCUPY

relating to parts of Buildings 810 and 813
RAF Northolt, West End Road, Ruislip
HA4 6NG

between

THE SECRETARY OF STATE FOR DEFENCE

and

[Insert Contractor]

THIS LICENCE is dated [Insert date]

PARTIES

1. **THE SECRETARY OF STATE FOR DEFENCE** care of the Defence Infrastructure Organisation, Estates, Land Management Services, Building 35, Winstanley Way, The Royal Military Academy Sandhurst, Camberley, Surrey, GU15 4PQ (**Licensor**).
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Licensee**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Building: all that land and buildings known as part of Buildings 810 and 813 shown verged red on the Plan at the Site or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.

Clean up Works: the removal (from the Property or elsewhere) and/or remediation and/or elimination of or other response to Contamination (as hereinafter defined) to the satisfaction of all applicable governmental agencies local authorities and competent executive financial regulatory or administrative agencies authorities bodies boards bureaux commissions courts and tribunals in compliance with Environmental Laws and Pollution Control Legislation (as hereinafter defined) and in compliance with good environmental management and prudent commercial practice.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building or Site the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Contamination: the presence of any Hazardous Substance (as hereinafter defined) but excluding petroleum products or the existence of any injury to health safety or the environment or any other environmental condition at in or under the Property or any Release (as hereinafter defined) at in on from or to the Property either in breach of one or more Environmental Laws and Pollution Control Legislation or which would be reasonably required to be removed at the termination of the Licence Period to ensure that no environmental matter restricts the present or future use operation leasing development construction alteration refinancing or sale of the Property.

Contract: The Contract entered into by the Licensor and the Licensee on [INSERT EFFECTIVE DATE] Contract No. C17CSAE/707083450 for the provision of the Services as defined in the Contract.

Environmental Laws: Each and every law (including, without limitation, common law), enactment, code of practice, ordinance regulation (including, but not limited to, decrees and judicial or administrative orders) and the lawful requirement of any competent executive, judicial and/or regulatory authority and/or court, relating to health or safety or to the environment including, but not limited to, those applicable to the manufacture, processing, transportation, distribution in commerce, use, generation, storage, treatment, disposal, handling and Release of any Hazardous Substance all as amended or modified from time to time, and those applicable to pollution, contamination, injury, destruction, loss, protection, clean up, reclamation or restoration of soil, ground water, surface water, air or other natural resources, to exposure to pollutants, contaminants, hazardous or toxic substances, petroleum products, materials or wastes and "Environmental Law" shall be construed accordingly.

Hazardous Substance: any dangerous, toxic or hazardous material, petroleum products, pollutants, contaminant, chemical, waste or substance defined, listed or described as such in or governed by any "Environmental Law" and "Hazardous Substances" shall be construed accordingly.

Licence Fee: a peppercorn.

Licence Fee Commencement Date: the date of this licence.

Licence Period: the period from and including [1 October 2026] until the date on which this licence is determined in accordance with Contract No. C17CSAE/707083450.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Officer Commanding: means the military officer commanding the Site or such other person as the Licensor may from time to time appoint to manage the Site.

Permitted Use: firstly the parking of the Licensors aircraft and all or any routine maintenance of such aircraft and secondly aircraft in the ownership of other operators subject to the operating requirements, procedures and terms and conditions of the Licensor at the Estate relating to visiting civilian aircraft within Use Class [B1] of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

Plan: the plans attached to this licence marked A14-006A, A14-007A, A14-008A, A14-010A and A22-003A.

Pollution Control Legislation: "Pollution Control Legislation" means all statutes relating to the protection of the environment and human and animal welfare including (without limitation) the Public Health Acts 1936 and 1961 the Control of Pollution Act 1974 the Water Resources Act 1991 the Water Industry Act 1991 the Environmental Protection Act 1990 the Environment Act 1995 and the Control of Pollution (Oil Storage) (England) Regulations 2001.

Property: the interior parts of the Building as shown edged red on the Plans bounded by and including:

- (a) the floor screed
- (b) the ceiling finishes;
- (c) the interior finishes of exterior walls and columns;
- (d) the doors and windows within the interior and their frames and fittings;
- (e) one half of the thickness of the interior, non-structural non-load-bearing walls and columns that adjoin the Common Parts or other parts of the Building;
- (f) the Hangar doors

together with all fixtures and fittings and plant and machinery in the Property but excluding:

- (g) the windows in the exterior walls and their frames and fittings;
- (h) the whole of the interior structural load-bearing walls and columns within that part of the Building other than their plasterwork and other than the doors and windows and their frames and fittings within such walls; and
- (i) all Service Media within that part of the Building which do not exclusively serve that part of the Building

Release: the intentional or unintentional spilling leaking dumping pouring emptying seeping disposing discharging emitting depositing injecting leaching escaping emission abandoning or any other release or threatened release (however defined) caused by the Licensee or its servants agents invitees licensees or contractors into any environmental medium of any substance microwave radio wave radar or other similar transmission agent which is capable of causing harm to the health of man or other living organisms supported by the environment or other interference with the ecological systems of which they form part or livestock or wild animals or capable of causing damage to property where the release (by whatever means outlined herein) was made from the Property or any property or equipment thereon.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, [air-conditioning,] energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Site: the site belonging to the Licensor and known as RAF Northolt of which the Building and the Property form part.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.14 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 2.1 The Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the

Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.

2.2 The Licensee acknowledges that:

- a. the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- b. the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- c. the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
- d. without prejudice to its rights under clause 6, the Licensor shall be entitled at any time on giving not less than 20 working days' notice except in emergency to require the Licensee to transfer to alternative space elsewhere within the Building or the Site and the Licensee shall comply with such requirement.

The Licensee agrees and undertakes:

- 3.1 To keep the interior of the Premises (including all fixtures plant and equipment therein and the glass in the windows but excluding any pipes cables and other services the use of which is reserved to the Licensor) clean and in a good state of repair and working order and to deliver up the said Premises and the said fixtures and fittings in good repair and in no worse condition than the same were in at the commencement of their occupation at the end or sooner determination of the Licence and to make good any damage caused.
- 3.2 To report any defects or faults of the property through the VINCI helpdesk contact details as follows; 0800 004 2010. Licensee is to also work with the Building Custodian and Station Estates team to ensure reporting, safety and compliance standards are upheld as per the Building Custodian.
- 3.3 Not to assign underlet or part with or share the possession or occupation of the Premises or any part or parts thereof.
- 3.4 Not to use the Premises or any part thereof for any purpose other than as agreed under Contract no. C17CSAE/707083450.

- 3.5 Not to do or permit or suffer to be done in the Premises or any part thereof or on any part of RAF Northolt any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Licensor or his Licensees or the occupiers of any adjoining or neighbouring premises or the neighbourhood and not to play any live or recorded music so as to be audible outside the Premises.
- 3.6 To permit the Licensor or his officers agents or servants with or without workmen or others to enter the Premises at any reasonable time for the purpose of viewing the condition thereof and inspecting the fire appliances or of doing repairs or making alterations either to the Premises or to any adjoining premises or to any apparatus plant equipment fixtures and fittings in or under the premises belonging to or used by the Licensor and to make good to the satisfaction of the Licensor all defects therein for which the Licensee is liable hereunder and of which notice shall be given by the Licensor.
- 3.7 To have access to and from the Premises only during the hours prescribed by the Licensor.
- 3.8 To permit the Licensor the Officer Commanding or their servants and agents for reasons of security to search any vehicles containers and other property brought on to RAF Northolt which is owned by the Licensee or in its custody or control or belonging to or in the custody of the Licensee's servants or agents.
- 3.9 Not to erect any pole or mast (whether in connection with telegraphic telephonic radio or television communication or otherwise) or other matter or thing upon the Premises and to use only radio frequencies that have been previously approved of by the Licensor and not to cause any interference with the Licensor's communication network or that of RAF Northolt.
- 3.10 Not to affix to or exhibit nor display anywhere on the exterior or interior of the Premises any nameplate placard sign notice fascia board or advertisement without the previous written consent of the Licensor.
- 3.11 Not to make any alterations in or additions to the Premises or the Licensor's fixtures and fittings plant and equipment therein or thereon nor to do or suffer to be done any damage to the Premises or the Licensor's fixtures and fittings plant or equipment therein or thereon or the water heating and lighting apparatus and at the determination of the Licence period to deliver up the same in clean condition and repair.

- 3.12 Not to carry out any development of in or on the premises which would require planning permission under the Town and Country Planning Act 1990 (hereinafter called "the Planning Act") nor to use or permit or suffer the Premises to be used otherwise than as permitted by Clause 2.7.
- 3.13 To give full particulars to the Licensor within seven days of the receipt thereof of any notice relating to the Premises served on the Licensee by a local planning authority under or by virtue of the Planning Act.
- 3.14 Not to do or omit or suffer to be done or omitted any act matter or thing in or respecting the Premises which shall contravene any of the provisions of the Planning Act.
- 3.15 Not to obstruct the access roads common parts or any other parts of RAF Northolt.
- 3.16 Not to do anything on the Premises which would increase the risk of fire and to take all proper precautions to the satisfaction of the Licensor for the prevention thereof and to keep the Premises supplied with such firefighting equipment as the relevant fire authority may lawfully require and to maintain such equipment in efficient working order at all times.
- 3.17 Not at any time to bring upon or store on the Premises or RAF Northolt any dogs or explosives or petroleum spirit or guns or any other articles of a combustible inflammable or dangerous nature or do or suffer to be done anything which may cause undue risk of fire without the prior written consent of the Licensor and if such consent shall be given to obtain any necessary licence for such storage in accordance with the provisions of the Explosives Acts of 1875 and 1923 or any statute for the time being reenacting or amending the same and to produce the current licence to the Licensor whenever required and also to comply with any requirements of the Licensor or the Local Authority in regard to such storage.
- 3.18 Not at any time without the written consent of the Licensor (whose decision shall be final) to install or use in or on the Premises any electrical equipment which would be likely to overload the electric wiring or cabling or cause radio interference and in the event of such consent being given to carry out at the expense of the Licensee any consequential works to the wiring and cabling and take such other precautions for the prevention of overloading or radio interference as the Licensor shall reasonably direct.
- 3.19 Not to exceed the floor loading capacity of the floors within the Premises.

- 3.20 Not to deposit any waste paper shavings or other refuse removed from the Premises at any place within RAF Northolt except in such place as has been approved for that purpose by the Licensor or the Officer Commanding and to provide adequate facilities for the hygienic storage of refuse and not to dispose of any waste oil grease or other deleterious matter into any of the pipes within RAF Northolt except in a manner approved by the Licensor.
- 3.21 Without prejudice to the generality of the above to comply at all times and in all respects with the provisions of any statutes and any other obligations imposed by law applicable to the Premises or in regard to carrying on the business or undertaking for the time being carried on upon the Premises and RAF Northolt and with the Licensor's byelaws orders regulations policies procedures and directives from time to time in force at RAF Northolt and to ensure that all employees of the Licensee are familiar with the same.
- 3.22 If so requested in writing by the Licensor to execute such works as under any Acts of Parliament now or hereafter to be passed are or may be directed or required by any District Council or local or public authority to be executed at any time during the Licence period upon or in respect of the premises by the Licensee thereof notwithstanding that such direction or requirement may not be enforceable against Crown property and also at all times during the Licence period to conform in all respects with the provisions of and regulations under any general or local Act of Parliament which may be applicable to the premises or any part thereof and not to do or omit to be done on the premises or any part thereof any act or thing whereby or by the omission whereof the Licensor might (if such provisions and regulations were binding on Crown property) become liable to pay any penalty imposed or to bear the whole or any part of any expense incurred under any such direction requirement act or regulation as aforesaid.
- 3.23 At all times during the Licence period to observe and comply with the further obligations set out in the Schedule hereto.
- 3.24 The Licensee is to ensure that it employs only personnel who have been security cleared by RAF Northolt or the MOD before being employed and the Licensor retains the right to exclude any person on security grounds from RAF Northolt.
- 3.25 It is hereby agreed:
- a. the Officer Commanding on behalf of the Licensor shall have the right to exclude from RAF Northolt any person whose admission thereto may in their

opinion be undesirable for any reason whatsoever and the Licensee shall take all steps to prevent them being admitted.

b. the Licensee shall not abet and shall take all reasonable steps to prevent their employees abetting any person who is not a bona-fide employee of the Licensee to enter or to seek entry to RAF Northolt in execution or purported execution of the Licence.

c. the Licensee shall take all reasonable steps to prevent employees who are aliens or who are British subjects by virtue only of certificates of naturalisation in which their names were included seeking entry to RAF Northolt without the permission in writing of the Licensor first having been obtained.

d. where for the purpose of performing their business in connection herewith the Licensee or any of its employees enters RAF Northolt the Licensee shall as regards itself and as regards its employees take all reasonable steps to ensure that it follows the security and entry procedures in force at RAF Northolt and complies with all relevant Orders whilst on RAF Northolt.

e. the decision of the Officer Commanding on behalf of the Secretary of State upon any matter arising under this condition shall be final and conclusive.

3.26 To ensure that all equipment on the Premises is safe and secure when left unattended.

3.27 To be responsible for and to keep the Licensor fully indemnified against all damage damages losses costs expenses actions proceedings claims and demands made against or suffered or incurred by the Licensor arising directly or indirectly out of:

a. any act omission or negligence of the Licensee or any persons at the Premises with the Licensee's authority.

b. any material breach or non-observance of the covenants, conditions or other provisions of this Licence.

c. any damage to the Premises or RAF Northolt caused by any act, default or negligence of the Licensee or any persons at the Premises or on RAF Northolt with the Licensee's authority.

3.28 To effect insurance in the name of the Licensee with a reputable insurance company against any third party claims which may be made against the Licensee in the sum of not less than £50,000,000.00 (Fifty Million Pounds Sterling) per claim or such other reasonable sum as may be required by the Licensor and to produce to the Licensor a copy certificate signed by the insurer evidencing the extent of cover and the receipt of the last premium payable there under whenever reasonably required so to do by the Licensor.

- 3.29 During the last three months of the Licence period to allow the Licensor or his agents to exhibit a letting or for sale board or bill on any part of the Premises and to permit the Premises to be inspected at any time by prospective Licensees or purchasers.
- 3.30 To pay the costs and expenses of and incidental to the preparation and completion of this Licence.
- 3.31 In the event of the Licensee committing any breach of his agreements or the conditions herein contained or becoming bankrupt or upon any execution being levied upon his effects or upon the Premises the Licensor may re-enter and determine the Licence forthwith.
- 3.32 It shall be lawful for the Licensor or any person claiming under him at any time during the continuance of this Licence to build upon or otherwise use the adjoining or any adjacent land of the Licensor in any way he may think fit whether or not the access of light or air to any building for the time being on the Premises shall be thereby obstructed interfered with or destroyed.
- 3.33 Nothing herein contained shall be construed or be deemed to have effect so as to render any of the provisions of the Planning Acts applicable to the interest of the Licensor in the Premises or in any way to restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Licensor.
- 3.34 For the purposes of this Licence references to the Planning Act shall be deemed to include references to any Act or Acts for the time being amending or re-enacting the same and any Orders Regulations or directions issued there under.
- 3.35 The Licensor may determine this Licence in the case of a national or military emergency whether declared or otherwise (as to which the decision of the Licensor or Officer Commanding shall be final) by serving where practicable not less than 24 hours' previous notice in writing on the Licensee which said notice may be given at any time whereupon the Licence period shall cease and determine on the date specified in the said notice and the Licensee shall give vacant possession of the Premises to the Licensor on such date PROVIDED however that such determination shall take effect without prejudice to all rights and remedies either party may have against the other in respect of any antecedent claims or in respect of any breach of the covenants contained in this Licence.

- 3.36 The Licensor retains the right at all times to enter the Premises to take such measures as shall be reasonably necessary at the time of entry for the purpose of protecting and/or ensuring the security of the Licensor's adjoining property exercising such right so far as possible in such manner as shall not interfere with the Licensee's quiet enjoyment of the Premises the Licensor causing as little damage and disturbance as possible and making good all damage actually caused to the Premises by the exercise of such right as soon as reasonably possible.
- 3.37 The Licensor shall not be responsible for any loss damage or injury (not resulting solely from the wilful act of service personnel or employees of the Licensor or of the Crown) which may be suffered by or caused or happen to the Licensee his agents or servants or any other person on or resorting to the said premises as invitee of the Licensee or to his/her or their or any of their property and the Licensee hereby indemnifies the Licensor and the Crown from and against any action claim or demand brought or made against the Licensor or the Crown by any such person in respect thereof.
- 3.38 Any notice required to be given under this Licence shall be in writing and any notice to the Licensee shall be deemed to be sufficiently served if addressed to the Licensee and left at or sent by registered or recorded delivery post to the premises or to other last known place of abode or business in England or Wales of the Licensee and any notice to the Licensor shall be deemed to be sufficiently served if forwarded by registered or recorded delivery post to the Defence Infrastructure Organisation, Estates, Land Management Services, Building 35, Winstanley Way, The Royal Military Academy Sandhurst, Camberley, Surrey GU15 4PQ and (unless non-delivery is proved) a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

4 NOTICES OF A COMPETENT AUTHORITY

- 4.1 Within seven days (or sooner if requisite having regard to the requirements of the same) of the receipt by the Licensee of any notice order requisition direction or plan given made or issued to or by a competent authority affecting the Property or the occupation or user thereof to supply a copy thereof to the Licensor and without delay to take all necessary steps to comply with the notice direction or order (notwithstanding that the same may not be enforceable against a Crown Body during a Crown Period) and unless the same shall be contrary to the interests of the Licensee at the request

of the Licensor to make or join with the Licensor in making such objection or representation against or in respect of any notice direction order or proposal as the Licensor shall reasonably deem expedient.

5 REQUIREMENTS OF ANY ACT OR COMPETENT AUTHORITY

- 5.1 To comply in all respects with the provisions and requirements of any Acts and any other obligations imposed by law or by any byelaws applicable to the Property or in regard to the use or occupation of the Property or the Estate.
- 5.2 Without prejudice to the generality of clause 5.1, not to do or omit in on under or near the Property any act or thing by reason of which the Licensor would or may under any Act (or might if the Act were binding on Crown Premises) incur have imposed upon him or become liable to pay any penalty damages compensation costs charges or expenses and to indemnify the Licensor against all claims demands actions proceedings costs charges expenses and liabilities in respect thereof.
- 5.3 To comply with all requirements of the Environmental Laws and Pollution Control Legislation in respect of the Property and (without limitation) to obtain all necessary licences or consents from any relevant statutory regulatory body in so far as such licenses or consents may be necessary for the activities of the Licensee on the Property or the Estate PROVIDED THAT before making any application for any such licence or consent the Licensee will submit a copy of the application to the Licensor for approval (such approval not to be unreasonably withheld or delayed) and will not implement any licence or consent unless and until the Licensor has approved it in writing and it is agreed that the Licensor will be entitled to withhold its approval if any licence or consent (either specifically or on the general terms of the legislation under which it was granted) may contain conditions or provisions which will or may involve the Licensor or any owners or occupiers of the Property after the end of the Term in carrying out any clean-up operations or remedial works on the Property or the Estate or otherwise incurring expenditure in order to obtain a release of the conditions under the licence or consent or acceptance of a surrender of the licence or consent by the relevant statutory authority unless any such clean-up operation or remedial works arise from any matter or thing done or omitted or carried out wholly for or on behalf of the Licensor or its predecessors in title whether during the Term or prior to or after the grant of this Licence in which case the Licensor will take full responsibility for any such clean-up operation or remedial works at its own cost.

- 5.4 To supply immediately the Licensor with copies of all notices directions reports or correspondence concerning and inform the Licensor immediately of any contamination of the Property or the Estate resulting from the Licensee's use of the Property or any leakage seepage explosion escape or accident whereby any proceedings might be taken or threatened under the Environmental Laws and/or Pollution Control Legislation and to take all actions or precautions required by such notice direction report or correspondence immediately and diligently complete them unless any such actions or precautions arise from any matter or thing done or omitted or carried out wholly for or on behalf of the Licensor or its predecessors in title whether during the Term or prior to or after the grant of this Licence in which case the Licensor will take full responsibility for any such clean-up operation or remedial works at its own cost.
- 5.5 To take such immediate actions as may be appropriate or necessary so as to prevent any contamination occurring or continuing.

6 TERMINATION

- 6.1 This licence shall end on the earliest of:
- a. 23:59, **[Insert Original Contract Expiry Date]**;
 - b. the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3; and
 - c. the expiry of not less than 20 working days' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 6.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.
- 6.3 The Licensor may resume possession of the Property instantly in case of local or national emergency (whether declared or not) under Crown exemption. In the event of such closure all access to the Estate for any reason whatsoever will not be permitted.
- 6.4 Either party may terminate this Licence forthwith upon termination of the Contract (for whatever reason) by service of written notice on the other of them which termination shall be without prejudice to rights of either party in relation to subsisting breaches of obligation.

7 NOTICES

7.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

a. to the Licensor at: the Defence Infrastructure Organisation, Building 35, Winstanley way, The Royal Military Academy Sandhurst Camberley Surrey GU15 4PQ

b. to the Licensee at: **[ADDRESS]** and marked for the attention of **[NAME OR POSITION]**, or as otherwise specified by the relevant party by notice in writing to each other party.

7.2 Any notice or other communication given in accordance with clause 7.1 will be deemed to have been received:

a. if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

7.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8 NO WARRANTIES FOR USE OR CONDITION

8.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

8.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

8.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 8.1 or clause 8.2.

8.4 Nothing in this clause shall limit or exclude any liability for fraud.

9 LIMITATION OF LICENSOR'S LIABILITY

9.1 Subject to clause 9.2, the Licensor is not liable for:

- a. the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- b. damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

9.2 Nothing in clause 9.1 shall limit or exclude the Licensor's liability for:

- a. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- b. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

10 INDEMNITIES

10.1 To indemnify the Licensor against any claims proceedings or demands and the costs and expenses so incurred (except such as arise from the negligence or default or wrongful act of the Licensor or his servants or agents) which may be brought against the Licensor by any employees work-people agents licensees or visitors of the Licensor or of the Licensee in respect of any accident loss or damage whatever to person or property however caused and occurring in or upon the Property or the Estate and resulting from the Licensee's use and occupation of the Property and without prejudice to the generality of this sub-clause to indemnify the Licensor against liability which the Licensor may incur for nuisance or negligence or breach of statutory duty under the Defective Premises Act 1972 on account of the condition of the Property or any part of them.

10.2 Without prejudice to the foregoing to be responsible for and to make good or pay compensation for any damage or injury (whether or not fatal) to any person or property arising by reason of or which would not have occurred but for the grant of this Licence

or anything done or purported to be done hereunder the Licensee including any damage or injury occasioned by the act or default of any agent or person acting on behalf of the Licensor (other than wilful reckless or negligent acts or defaults) and to keep the Crown and the Licensor fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury **AND** this indemnity shall extend and apply to all sums paid by the Crown or the Licensor so as to indemnify their servants against any claim made against them in respect of any such damage or injury and also to all sums payable (whether or not the payment thereof is legally enforceable) under any Statute Order Regulation Instruction Warrant or other Government provision to any officer servant or agent of the Crown or the personal representatives or dependents of any such person in respect of any such damage or injury **PROVIDED ALWAYS** that the Licensor may after consultation with and the consent of the Licensee (not to be unreasonably withheld or delayed) be at liberty to settle as he may think fit any such actions claims or demands by payment of such sum or sums as he in his discretion may consider reasonable and he may in his discretion after giving notice in writing to the Licensee cause any such damage to be made good and the expense incurred by the Licensor in so doing or in making any such payment shall be repaid by the Licensee to the Licensor on demand **PROVIDED NEVERTHELESS** that the Licensee shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case (it being agreed that an amount ascertainable under any Statute Order Regulation Instruction Warrant or other Government provision is a sum reasonably so payable) and in to the damages which might be recoverable at common law.

10.3 To be responsible for and to keep the Licensor fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Licensor arising directly or indirectly out of:

- a. any act omission or negligence of the Licensee or any persons at the Property or the Estate expressly or implied with the Licensee's authority; or
- b. any breach or non-performance or non-observance by the Licensee of the covenants conditions or other provisions contained in this Licence or any of the matters to which this demise is subject;
- c. any damage to the Property or the Estate caused by any act default or negligence of the Licensee or any persons at the Property or on the Estate with the Licensee's authority.

11 SUPPLY OF SERVICES

- 11.1 All utilities including gas, water (including waste water and sewage services) and electricity shall be provided without charge by the Licensor pursuant to its GFA obligations under the Contact, subject to use of such utilities by the Licensor being reasonable at all times.

12 CONTAMINATION

- 12.1 In this clause:

- a. "Environmental Claim" means any notice including without limitation a remediation notice claim or other communication alleging liability whether civil or criminal and whether actual or potential arising out of or resulting from pollution Contamination or any breach or alleged breach of any applicable Environmental Laws and/or Pollution Control Legislation and/or applicable Environmental Licence.
- b. "Environmental Licence" means any permit licence authorisation consent or other approval required by any Environmental Law and "Environmental Licences" shall be construed accordingly.

- 12.2 The Licensee hereby further covenants with the Licensor:

- a. At the Licensee's own costs in all respects:
 - (i) to obtain all Environmental Licences required in respect of the Property or the use or occupation of the Property or any operations or activities carried on at the Property;
 - (ii) to comply with the requirements conditions and provisions of all such Environmental Licences and to produce copies of all Environmental Licences to the Licensor;
 - (iii) to comply with all Environmental Laws and Pollution Control Legislation and without prejudice to the generality of the foregoing to implement within the proper period of time prescribed all the requirements of any remediation or other notice comprising an Environmental Claim given in respect of the Property;
 - (iv) not to cause contribute to or permit any Contamination;
 - (v) to pay for and indemnify the Licensor against the costs and expenses (including all administrative costs and expenses) of all Clean Up Works required as a result of Contamination or Release caused contribution to or permitted by the Licensee or any other person

present on the Property or caused by or arising from the Permitted Use;

- (vi) immediately upon becoming aware to provide the Licensors with details of any Contamination or Release caused by contributed to or permitted by the Licensee or any other person present on the Property or caused by or arising from the Permitted Use;
- (vii) promptly to give full particulars to the Licensors of any actual or threatened Environmental Claim in respect of the Property.

- b. **PROVIDED ALWAYS** that any obligation on the part of the Licensee in relation to remediation or other works in connection with any Environmental Claim shall only apply in respect of any contamination caused or allowed to be caused by the Licensee or any employee contractor or invitee of the Licensee.

12.3 No waiver whether express or implied of any breach by the Licensee of any of the provisions of the covenants contained in this clause 12 is to affect the ability of the Licensors to enforce or take action or be entitled to an indemnity in respect of any other breach of any of the foregoing by the Licensee.

12.4 Each of the sub-clauses in this clause 12 is to be construed as a separate subclause and if any one or more of the sub-clauses is unenforceable as being against the public interest or unlawful or in any way unreasonable or otherwise unenforceable the remaining sub-clauses are to continue to remain in full force and effect.

12.5 If any covenant contained in any of the sub-clauses in this clause 12 would be void as drawn but be valid if a period of application were imposed or if some part of the covenant were deleted the covenant in question is to apply with such modifications as may be necessary to make it valid and effective.

13 THE CONTRACT

- 13.1 The Licensor and the Licensee have entered into the Contract and where there is any conflict between the Contract and this Licence except as otherwise specified the provisions of the Contract shall prevail to the extent of that conflict.

14 THIRD PARTY RIGHTS

- 14.1 A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

15 GOVERNING LAW

- 15.1 This licence and any dispute or claim arising out of or in connection with it or its 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.

16 JURISDICTION

- 16.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).
- 16.2 This licence has been entered into on the date stated at the beginning of it.

The Schedule Rights granted to Licensee

1. The right for the Licensee to use:
 - a. Such parts of the Common Parts on foot or with vehicles for the purpose of access to and egress from the Property as shall from time to time be designated by the Officer Commanding for such purpose.
 - b. The Service Media serving the Property.
2. The right for the Licensee or other the crew of the said aircraft to park their private motor vehicles in the long-stay car park for the Site when such aircraft are operative together with the right for any maintenance staff to park as aforesaid during such times as any maintenance is being carried out to the said aircraft.

Signed by
for and on behalf of THE SECRETARY OF STATE FOR DEFENCE

Signed by:
[NAME]

for and on behalf of: [NAME OF LICENSEE]

Job Title: [TITLE]

Table 1 Buildings, Offices and Fitments for Contractor Use at MOB

MOB			
Building No	Building Name	Notes	Diagram
810	Southside Hangars – Hangar 1 upstairs	The Contractors' Management Team will have use of 7 rooms as offices in upper floor of the office block of Building 810. A kitchen and suitable toilet facilities are available, to be shared with other occupants of the Building (e.g. CAMO).	REDACTED – MILITARY SENSITIVE INFORMATION
810	Southside Hangar – Hangar 1 Complex and associated bays.	The Contractor will have use of hangar 1 (currently used for depth maintenance), Oxygen (disused), Stores, Oils and Lubricants storage bays within Building 810, the Southside Hangar Complex.	REDACTED – MILITARY SENSITIVE INFORMATION
810	Southside Hangar 2 Complex	The Contractor will have use of hangar 2 (currently used for storage e.g. staging, ground support equipment, packaging, etc. within Building 810, the Southside Hangar Complex.	REDACTED – MILITARY SENSITIVE INFORMATION
813	32 (TR) Sqn Offices	The Contractor will have use of the ground floor of Building 813.	REDACTED – MILITARY SENSITIVE INFORMATION

Table 2 Buildings, Offices and Fitments for Contractor Use at DOB

DOBs			
Building No	Building Name	Notes	Diagram
N/A	Detachment Operation Bases (DOB).	Allocated facilities, buildings and rooms by the DOB Commanders.	N/A