

Dear Sir

LICENCE TO HOLD ARMY ORIENTEERING EVENTS INVOLVING CIVILIAN PARTICIPANTS ON THE DIO SD TRAINING ESTATE

FOR Army Orienteering Association (AOA)

The Secretary of State for Defence agrees to grant to you and to all persons being members of the Army Orienteering Association (AOA) (which persons and yourself/yourselves are hereinafter called "the Association " whose registered office is at

ARMY ORIENTEERING ASSOCIATION

Vice – Chairman

**The Army Inspectorate
IDL 419, First Floor
Ramillies Building
Marlborough Lines
Monxton Road
Andover
SP11 8HJ**

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a Licence:

- a. to use the SD Training Estate sites Nationally, (being part of the DIO Estate) situated throughout England, Wales and Scotland subject to individual event booking requirements and availability obtained at SD Training Regional level. Sites and regions are indicated on attached map SD Training Regions (hereinafter called "the premises") for the purpose of Army Orienteering Events **involving Civilian participants** (hereinafter called "the Event") between the hours of 0000hrs on the 1st September 2015 and 2359hrs on the 31st August 2018.
- b. to authorise any person participating in or otherwise concerned with the Event or attending as spectators to have access to the premises with or without motor and other vehicles (other than tractors or vehicles exceeding 2 tons in load capacity, no dogs are allowed. Bookings and access will be required to be arranged with the regional event co-ordinator. The Landmarc Event Coordinator will negotiate all permissions from Authority staff covering availability, access, safety and environmental considerations. Booking requests will be required to cover numbers of competitors, types of vehicle, service provision and waste management arrangements. JSP 907 will apply to all bookings.
- c. to erect temporary fences and toilet facilities barriers signs and notices on the premises of such type and in such positions as may be previously approved by the Secretary of State and in a manner approved by him. On

completion of the event these must be removed and the estate returned to its original condition. Any activity involving breaking the ground will require a statement of known hazards to be provided by Landmarc. The booking should identify any activity that this will apply to.

d. to have access to the premises in the immediate vicinity for the purpose of making preparations for the Event and the following areas as indicated by the said Officer at the time of the booking (Military training takes priority therefore the release of areas may be impaired) for the purpose of duly discharging your/the Association's obligations under paragraph 6(13) hereof upon the following terms and conditions:-

1. You/The Association shall pay for this Licence the sum of £130 excluding VAT such payment to be made to Landmarc Support Services on the grant of this Licence. Additionally a charge **per civilian per event of**
£1.55 during the year Sept 2015 to Aug 2016
£1.60 during the year Sept 2016 to Aug 2017
£1.65 during the year Sept 2017 to Aug 2018
will also be required and be paid at an agreed schedule throughout the year. Please note this activity is VAT exempt provided no built facilities are used.
2. This Licence is not a tenancy and does not confer on you or any member of the Association the right to exclude the Secretary of State, (hereinafter called "the said Officer") or any other authorised person from the premises and the uninterrupted use of the premises cannot be guaranteed as Military Training takes priority.
3. (1) Access to the premises shall be only by the routes notified to you by the said Officer and you/the Association will be responsible for ensuring that all persons attending or otherwise concerned with the Event use such routes and do not trespass into adjoining parts of the said training land.

(2) Cars used by persons attending or otherwise concerned with the Event may be parked at owner's risk in such part of the premises as may be notified to you/the Association by the said Officer and not elsewhere. Parking may be limited and the requirement is not guaranteed to be fully met.

(3) The said Officer may refuse admission to the premises or remove therefrom any person without stating any reason therefor
4. The Secretary of State shall not be under any duty whether as occupier or otherwise to maintain the premises nor be under any liability in respect of the state and condition of the premises or for or in respect of loss of or damage to property suffered by any person whilst entering or present on or leaving the said premises whether the same be caused by the nature state or condition of the said premises or by any act or omission of any servant or agent of the Crown or of any other person for whose act or omission the Crown or such servant or agent may be responsible
5. Neither you nor any member of the Association shall have or make any claim against the Crown or the Secretary of State or against any member of a Visiting Force (as defined in the Visiting Forces Act 1952 or any Order made thereunder) or member of a civilian component of such Force in respect of loss of or damage to property which may be suffered by you or by any member of the Association or by any other person in

the course of or as a result of the exercise of any right hereunder whatever the cause of such loss or damage may be.

6. You/The Association shall:-

(1) ensure that the premises are not used by the Association for any purpose whatsoever other than for the purpose of the Event as aforesaid including preparations for the Event and the discharge of your obligations under paragraph 6(13) hereof

(2) ensure that the Event is conducted in a proper and orderly manner and that no disorderly person is permitted to be or remain on the premises and that no dog is brought onto the premises

(3) give full particulars to the said Officer of the detailed arrangements for the Event which will include an event route and map of the proposed use on the Training area, (this route plan will be forwarded by the said officer to the local Land Management Services officer for checking and commenting on prior to approval being granted) and at all times during this Licence comply and ensure that all persons using the premises comply with any directions affecting the premises or the use of the premises which may be given by the Secretary of State the said Officer or any other authorised person and in particular with any Ministry of Defence byelaws regulations instructions or standing orders in force at the said notice of which has been given to you/the Company

(4) ensure that unless the previous written consent of the said Officer is obtained and then only in accordance with any conditions he may impose no hole or pit is dug in the premises and that no tents kiosks stalls or erections are constructed or placed thereon and that no poster or advertisement is erected or exhibited thereon

[(5) employ sufficient marshals and stewards to ensure that competitors and other persons attending or concerned with the Event do not trespass outside the areas in respect of which permission is granted hereunder

(6) take all reasonable measures (including precautions to minimise the risk of fire and the provision of equipment to deal with outbreaks of fire and facilities for first aid) according to the best practice in Events of a similar nature to secure the safety of all persons attending or otherwise concerned with the Event

(7) ensure that the provisions of any Sunday Observance Acts for the time being in force are not contravened and that no inconvenience or annoyance by noise or exhaust fumes or otherwise is caused as a result of the exercise of any rights hereunder to the owners or occupiers of adjoining or neighbouring property

(8) give all necessary notices and obtain all necessary licences and consents required by statute or byelaw in respect of the exercise of any right hereunder and in particular inform the Police and the Local Authorities of the proposal to hold the Event and produce their consent to this office ten days before the Event if appropriate

(9) ensure that no one tampers with any gas electricity or water installation and that unless the said Officer has given his previous written consent that no alteration whatsoever is made to the premises and that no appliance or apparatus is connected to the existing electrical system

(10) comply with and secure compliance of all persons attending or otherwise concerned with the Event with all statutory provisions relevant thereto and with the conditions of any such licences and consents as are referred to in paragraph 6(8) hereof

(11) provide for the use of persons attending the Event, as necessary, temporary toilet facilities to the satisfaction of the said Officer and at such points on the premises as he may approve

(12) not to permit the sale or consumption on the premises of intoxicating liquor

(13) on or before the termination of this Licence fill in any holes or pits dug on the premises with such consent as aforesaid and restore the surface of the premises so far as is practicable to the condition in which it was immediately before the grant of this Licence to the satisfaction of the said Officer and remove from the premises all litter and anything brought or placed thereon by yourselves or by any other person (other than a person acting on behalf of the Secretary of State) and leave the same in a tidy condition

(14) pay to the Secretary of State the sum of £ 0 (value included in section 1 (excluding VAT) towards the costs or expenses incurred by the Secretary of State in connection with the grant of this Licence]

7. IN CONSIDERATION of the Secretary of State agreeing to provide the premises yourself/yourself/the Association hereby agrees:

(1) a. That if any Servant or Agent of the Crown shall suffer sickness or personal injury (including injury resulting in death) by reason of or arising out of or in any way connected with the performance of this Agreement you/the Company will fully and effectively indemnify the Crown in respect of:

(i) all sums payable to that Servant or Agent or any dependant, relative or representative of his or hers by way of pension, gratuity or other compensation (other than retired pay, pension or gratuity to which the Servant or Agent may be entitled by reason of the length of time for which he or she served as a Servant or Agent of the Crown) or by way of pay and allowances payable to him or her during any period of absence from duty as a result of the sickness or injury,

(ii) the costs and expenses of any hospital or medical treatment afforded to him or her on account of such sickness or injury, including any medical care or repatriation costs, and

(iii) any funeral expenses incurred as a result of the death of the servant or agent.

PROVIDED that if the Secretary of State elects the indemnity under (i) above shall be deemed to be satisfied by the payment by you/the Company to the Secretary of State of a capital sum determined by the Government Actuary

b. That if any property of the Crown or of any Servant of the Crown or any other property which, at the discretion of the Crown, falls to be replaced at the public expense, is lost or damaged and such loss or damage occurs by reason of this Agreement you/the Company will repay the Crown, as it may require, either the cost of replacement or repair, whichever is the less

c. That you/the Company will fully and effectively indemnify the Crown and any Servant or Agent of the Crown against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses which may be incurred by or made against the Crown or any Servant or Agent of the Crown in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property by reason of or arising out of or in any way connected with the performance of this Agreement

d. That you/the Company will indemnify the Crown against all payments made by the Crown of sums paid to its Servants or Agents for the purpose of indemnifying them against any such liabilities, claims, actions, proceedings, demands, costs, charges and expenses as are referred to in sub-paragraph 'c' above

e. That you/the Company will not make against the Crown or any Servant or Agent of the Crown any claim in respect of loss or damage to property from whatever cause sustained by you/the Company (or by any person employed by you/the Company or for whom you/the Company is responsible) by reason of or arising out of or in any way connected with the performance of this Agreement

f. To effect with an Insurance Company or Companies a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings herein and contained in the sum of £5,000,000 (Five Million Pounds) at least in respect of any one incident and unlimited in total, and to ensure that the said policy or policies are endorsed as follows:

'It is hereby declared and agreed that notwithstanding anything contained in this policy or in any memorandum, condition or schedule attached to or forming part of this policy, this policy covers all the sums within the total sum assured which the insured shall become liable to pay under an undertaking to the Crown a copy of which undertaking is set out at the foot hereof' provided always that nothing in this paragraph shall be construed as limiting or affecting in any way you/the Company liability under any of the said indemnities or undertaking.

g. To assign to the Crown all sums hereafter to become due under the said policy or policies and to ensure that the interest of the Crown therein is duly noted by the insurer or insurers

h. To duly pay the premium or premiums payable in respect of the said policy or policies and to produce the policy or policies and receipt or receipts for the premiums for inspection whenever so required by or on behalf of the Secretary of State

(2) This indemnity will not apply to such liabilities etc, which have been established to have been due to the negligence of the Secretary of State or any Servant or Agent of the Secretary of State

8. This Licence is granted subject to any Agricultural Tenancy and Grazing Licences granted by the Secretary of State to individuals. If there any applicable these will be identified at the time of booking and you/the Association shall obtain his/her/their consent before exercising any right hereunder and shall pay him/her/them or refund to the Secretary of State any compensation or abatement of rent or consideration which shall be due to him/her/them

9. This Licence is personal to you and you /the Army Orienteering Association shall not seek or purport to assign or charge this Licence or any of the rights or obligations hereunder

10. The Secretary of State may (without prejudice to his rights and remedies in respect of anything previously done or suffered) revoke the Licence hereby granted at any time by giving to you/the Company 72 hour's previous notice in writing and in the event of this Licence being revoked before the premises have been used for the purpose hereby authorised and also in the event of you/the Association being unable to obtain the licences and consents referred to in paragraph 6(8) hereof the Secretary of State will repay for you/the Company any sum already paid pursuant to the terms of paragraph 1 hereof but you/the Company shall have no further claim whatsoever against the Secretary of State in respect of the revocation of the Licence

11. The coming into effect of this Licence is conditional upon the acceptance of the conditions set out in the preceding paragraphs. You are therefore requested to confirm your/their acceptance of these conditions by returning this letter to me with the endorsement of the foot hereof duly signed as soon as possible. [If these conditions are accepted on behalf of a Club or other unincorporated Association the acceptance must be expressed to be on your own behalf and on behalf of the members of the Club or Association by whom you are duly authorised]

12. A duplicate of this Licence is enclosed for your/the Company's retention

Yours faithfully

on behalf of the Secretary of State for Defence

To: (name and address of Organiser/s or Secretary or Director)

ENDORSEMENT

I/We

[and]

on my/our own behalf and on behalf of the members of the Association by whom I/We am/are duly authorised hereby accept the terms and conditions set out in the above letter

Dated this day of 20

Signed

Signed

Regional Contact to arrange a Booking

Region	Contact
Scotland Montrose Block, Craighiehall, South Queensferry, West Lothian, EH30 9TN	Mervyn Pillay 0131 310 2383
North Wathgill Camp, Downholme, Richmond, North Yorkshire, DL11 6AH	Diane Cloughton 01748 875518
Wales & West Sennybridge Training Camp, Sennybridge, Powys, Wales. LD3 8PN	Margaret Tweedy 01874 635569
East West Tofts Camp, Thetford, Norfolk, IP26 5EP	Sheila Smith 01842 855378
South West Westdown Camp, Tilshead, Wiltshire. SP3 4RS	TBA 01980 674602
South East Longmoor Training Camp Liss, Hants GU33 6EL	Oliver James 01420 483492

Bookings and access will be required to be arranged with the Regional Event Co-ordinator listed above. The Landmarc Event Co-ordinator will negotiate all the relevant permissions from Authority Staff covering availability, access, safety and environment etc.

Landmarc will collect any payments due centrally and liaise with both SD Training HQ and LMS HQ as required.

Retail Traders and Caterers. This National DIO Licence for the AOA does not cover the attendance of bespoke orienteering retailer and or caterer. Traders are establish their own Licence arranged by the respective Landmarc Event Co-ordinator.

We note that the AOA is run in accordance with 2013 DIN 07-121 Authority for Army Orienteering 2013 – 14 and British Orienteering Rules – 2014.

We also note that your current PL insurance cover for £10M is valid until 1st Jan 2015. A new policy cover note will be required from this date until the end of this licence.