

NOTES FOR OCCASIONAL USE LICENCE
NB DETATCH THIS PAGE BEFORE ISSUING LICENCE

This licence is intended to cover occasional/casual use of parts of MOD estate. It is meant to operate as a licence for use with community groups and other organisations for both low and high risk activities or events of a social or recreational nature including commercial activities or events.

It should not be used when any proposed activities:

- have an extremely inherent danger attached to the proposed use;
- is for filming projects; OR
- that require the use of a firing range.

If any one of the following applies:

- MOD is not the freehold owner of the property;
- The proposed use is unusual in nature;
- The licence is likely to be renewed on a rolling basis or the licence period is for a prolonged period with continued occupation;
- The arrangement requires planning permission or listed buildings consent;
- The arrangement requires environmental consent;
- Physical changes are to be made to the property;
- Special insurance arrangements might apply;
- The use includes guns or dogs;
- Special security arrangements are necessary; and
- Substantive amendments are needed beyond the completion of the "Particulars",

then please seek guidance from the MoDLA Property Team by contacting DIO-Legal@mod.gov.uk

NB This licence was last modified on 17 December 2020 and has not been checked or modified since.

DATED

**LICENCE FOR OCCASIONAL USE OF
LAND AND FACILITIES**

at

[INSERT PROPERTY DETAILS]

between

(1) THE SECRETARY OF STATE FOR DEFENCE

and

(2) [INSERT LICENSEE NAME]



**Defence
Infrastructure
Organisation**

PARTICULARS	
1. Date	[insert date of licence]
2. Licensor	THE SECRETARY OF STATE FOR DEFENCE care of Defence Infrastructure Organisation, [insert DIO office address]
3. Licensee	[INSERT LICENSEE NAME/ADDRESS]
4. Licence Start Date	
5. Licence End Date	
6. Licence Fee	£ [plus VAT [if applicable]]
7. Licence Preparation Fees	<p>The Licensor's costs for dealing with the preparation of this licence which include but are not limited to the following:</p> <ul style="list-style-type: none"> • £[] plus VAT; • the fee of £30.00 [VAT Exempt] for the Commercial Liability Insurance Fee; • [details of any other fees that need to be charged here] <p>(please note that these costs cannot be waived when the Licence Fee has been subject to abatement)</p>
8. Licence Payment Date	The date of this Licence
9. Licence Period	The duration of this Licence which shall commence on and include the Licence Start Date and end on and include the Licence End Date.
10. Property	The land and facilities as shown [edged red OR coloured [insert details]] on the plan annexed to this Licence [forming part of the Establishment known as [insert details] (the " Plan ")]
11. Permitted Use	[insert details of proposed use]
12. [Permitted Hours]	[The hours of [TIME] and [TIME] on [STATE THE DAYS] only during which the Property can be accessed for the Permitted Use]
13. [Accessway / Right of Way]	[The accessway] OR roadway shown [edged red OR insert colour shown on plan] [brown] or such other routes as notified by the Licensor which shall be used to access the Property]

14. [Establishment]	[insert details of Establishment the Property forms part of if inside the wire otherwise DELETE here and throughout this template where required]
15. Appointed Officer	[insert name] appointed by the Licensor
16. CUL Reference Number	
17. IMS number	

THIS LICENCE is dated

BACKGROUND

- (1) The Licensors are the owners of the Property.
- (2) The Licensee desires to use the Property for **[DELETE AS APPROPRIATE [the Permitted Use] [OR any other description of permitted use if applicable]**

AGREED TERMS

1 LICENCE

- 1.1 The Licensors permits the Licensee to occupy the Property for the Permitted Use for the Licence Period [during the Permitted Hours] or such alternative dates and times as shall be agreed by the Appointed Officer, by the Licensee only (but not for any other purpose) together with the following rights:
 - 1.1.1 to pass and re-pass (in common with the Licensors and all persons authorised by it) with or without vehicles over the Accessway/Right of Way [as detailed in the Particulars and shown on the Plan.]
 - 1.1.2 to park motor cars and other vehicles at the owner's risk [(not exceeding [*insert amount of tons*] tons in load capacity and] at such a location as shall be determined by the Appointed Officer.]
 - 1.1.3 [if required, to be granted access to the Property prior to the Licence Start Date for the purpose of making preparations and to ensure that all of the Licensee's obligations contained within this Licence are complied with]
- 1.2 The Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensors and the Licensee by this licence.
- 1.3 The Licensors retains control, possession and management of the Property and the Licensee has no right to exclude the Licensors from the Property.

2 DURATION OF THE LICENCE

The Licence shall be for the Licence Period beginning on the Licence Start Date and ending on the Licence End Date and will be subject to payment of the Licence Fee on the Licence Payment Date and further subject to earlier determination as provided for in clause 3.

3 DETERMINATION OF LICENCE

- 3.1 This Licence shall determine upon any of the following events:
 - 3.1.1 immediately upon the expiry of the Licence Period; or
 - 3.1.2 immediately if in the sole opinion of the Appointed Officer, acting on behalf of the Licensors, the Property is no longer fit for the purpose of carrying out the Permitted Use; or
 - 3.1.3 immediately upon notification from the Licensors that the termination is due to a national or military emergency (whether declared or not) under any applicable Crown exemption if required by the Licensors; or

- 3.1.4 immediately upon service by the Licensor upon the Licensee of a written notice as a result of a breach by the Licensee of any of the Licensee's obligations contained in this Licence; or
- 3.1.5 at any time by giving the Licensee [no less than hours OR days] previous written notice.
- 3.2 In the event of this Licence being revoked before the Property has been used for the Permitted Use and/or in the event of the Licensee being unable to obtain all the relevant and necessary licences, notices and consents that are required for the Permitted Use under clause 4.1.21 of this Licence, then the Licensor shall [fully refund / partially refund / refund an apportioned amount]] of the Licence Fee already paid by the Licensee under this Licence PROVIDED always that the Licensee shall have no further claim/s against the Licensor in respect of the revocation of this Licence.

4 LICENSEE UNDERTAKINGS

- 4.1 The Licensee undertakes to:
 - 4.1.1 pay the Licence Fee and Licence Preparation Fee on the date of this Licence;
 - 4.1.2 use the Property only for the Permitted Use;
 - 4.1.3 not to make any alteration or addition to the Property;
 - 4.1.4 give full written particulars to the Appointed Officer of the detailed arrangements for the Permitted Use;
 - 4.1.5 at all times during the Licence Period to comply with and use the Property in accordance with any directions affecting the Property or the use of the Property which may be given by the Licensor or the Appointed Officer, including all Ministry of Defence byelaws, regulations, instructions, directives or standing orders currently in force and which the Licensee has been made aware of;
 - 4.1.6 comply with any rules and regulations given by the Licensor or Appointed Officer and that may be notified to the Licensee from time to time in respect of the Property [and the Establishment];
 - 4.1.7 ensure all persons representing or attending on behalf of the Licensee carry identification cards or badges whilst on the Property [and the Establishment];
 - 4.1.8 exercise all rights only as approved by the Licensor and to cause as little inconvenience, nuisance, annoyance or offence as possible to the Licensor, other users of the Property [and the Establishment] and the owners and occupants of any adjoining property;
 - 4.1.9 upon the determination of the Licence in accordance with clause 3:
 - (i) make good all damage occasioned to the Property by the Licensee;
 - (ii) remove all its goods and chattels;

- (iii) remove all litter and rubbish from the Property; and
 - (iv) ensure that Property and the Accessway/Right of Way are left in a clean and tidy condition to the satisfaction of the Appointed Officer;
- 4.1.10 not obstruct or permit or suffer the obstruction any part of the Property or the Establishment including any Accessway/Right of Way granted under this Licence;
 - 4.1.11 not permit the sale or consumption on the Property of intoxicating liquor or drugs or other substances controlled under statute;
 - 4.1.12 [provide any temporary toilet facilities required to facilitate the Permitted Use with the prior agreement of the Appointed Officer and at such points on the premises as he/she may approve in writing]
 - 4.1.13 not to permit guns or dogs (except assistance dogs) to be taken onto the Property by the Licensee;
 - 4.1.14 [not to take or allow to be taken any photographs unless authorised in writing by the Appointed Officer whose decision shall be final in all respects;]
 - 4.1.15 not do anything or permit or suffer anything to be done which may vitiate or affect in any way any insurance policy in relation to the Property or any fixtures fittings or chattels in or on the Property;
 - 4.1.16 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, reasonably required to secure the safety of all persons attending or otherwise concerned with the Permitted Use;
 - 4.1.17 not make any claim against the Licensor or against any member of a Visiting Force (as defined in the Visiting Forces Act 1952 or any order made there under) or member of a civilian component of such Force in respect of loss of or damage to property which may be suffered by the Licensee 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;
 - 4.1.18 exercise the rights granted by this Licence entirely at its own risk and to indemnify and keep the Licensor indemnified from and against all claims demands actions proceedings damages losses costs and expenses (including without limitation legal and other professional advisers' fees) which are made or brought against or incurred or suffered by the Licensor directly or indirectly and whether wholly or in part as a result of this Licence and this indemnity shall cover all consequential and indirect losses suffered by the Licensor;
 - 4.1.19 obtain at the Licensee's cost appropriate third party and public liability insurance to a minimum of [**DELETE AS APPROPRIATE [Two million pounds (£2,000,000) / Five million pounds (£5,000,000) / Ten million pounds (£10,000,000)/ Twenty-five million pounds (£25,000,00)]** or such greater sum as shall be advised by the Licensor in respect of any claim loss or damage arising directly or indirectly out of the Licensee's

use of the Property and to provide evidence of such insurance to the Licensor upon request;

- 4.1.20 not assign or otherwise transfer the benefit of this Licence to any other person or body as this Licence is personal to the Licensor;
- 4.1.21 ensure that all relevant and necessary licences, notices and consents that are required for the Permitted Use are obtained (including but not limited to licences, notices and consents due under all laws and byelaws) and produce copies of all licences, notices and/or consents to the Appointed Officer if required to do so;
- 4.1.22 ensure that proper supervision and control is exercised over the Property at all times during the Licence Period and to ensure sufficient support is provided by the Licensee's stewards, marshalls or appointed representatives in the case of an emergency and to prevent trespass over those parts of the Property [and the Establishment] to which permission has not been granted;
- 4.1.23 not permit to be done on the Property, anything which is illegal or which may be or become a nuisance (whether or not actionable) annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- 4.1.24 not cause or permit to be caused any damage to the Property or any neighbouring property [or the Establishment] and any Accessway/Right of Way that has been granted under this Licence; and
- 4.1.25 not permit any unseemly or disreputable behaviour to take place on the Property and remove any persons who display such behaviour as soon as is practicable.
- 4.1.26 if in the reasonable opinion of the Licensor any electrical or other equipment or appliance used on or in the Property under the provisions of this licence might overload the electric or other wiring or cabling serving the Property or cause interference to any telecommunication system, radio reception or transmission of or computer system installed by the Licensor or any other crown entity, immediately to rectify or reduce interference to the reasonable satisfaction of the Licensor or remove the equipment or appliance in question.

5 Licensor's rights

- 5.1 The Licensor retains the right to cancel the rights granted under this Licence, at any time if the Licensee has breached any of its obligations under this Licence or it affects any use of the Property or the Establishment by the Licensor or it is required in the case of military necessity or national emergency (whether declared or not) under any applicable Crown exemption.
- 5.2 This Licence does not confer upon the Licensee the right to have exclusive occupation of any part of the Property or the Establishment and consequently during the Permitted Use or any other occupation that has been authorised under this Licence, the Licensor, its agents and employees shall have access to the Property for monitoring, inspection and other purposes and the Licensor and those authorised

by it shall share occupation of the Property with the Licensee notwithstanding that the Licensor shall use all reasonable endeavours to ensure that its occupation and that of others authorised by it does not adversely interfere with the use of the Property by the Licensee pursuant to this Licence.

- 5.3 The Licensor and the Appointed Officer shall have the right to refuse entry to the Property or remove any person without reason if in their absolute discretion they believe that the refusal or removal is required in respect of the Permitted Use of the Property under this Licence.

6 Miscellaneous

- 6.1 The Licensor shall not be under any duty whether as occupier or otherwise to maintain the Property nor be under any liability in respect of the state and condition of the Property or in respect of loss of or damage to property suffered by any person whilst entering or present on or leaving the Property whether the same be caused by the nature state or condition of the Property or by any act or omission of the Licensor.
- 6.2 The Licence Fee shall be paid upon the Licence Payment Date unless specifically agreed otherwise between the Licensor and the Licensee.
- 6.3 The Licensee shall not be entitled to any refund of the Licence Fee or the Licence Preparation Fee if this Licence is cancelled less than 14 days before the Licence Start Date. If the Licensee provides written notice to the Licensor to cancel before on or at least 14 days prior to the Licence Start Date then the Licensee shall be entitled to a refund equalling 50% of the Licence Fee.
- 6.4 If the Licensee is late in paying the Licence Fee it shall pay interest on the late payment at a rate of 4% above Barclay's Bank PLC's base rate from time to time from the date the payment was due until the Licensor receives the payment in full.
- 6.5 The Licensor shall not except in respect of death or personal injury caused by the negligence of the Licensor be liable to the Licensee by reason of any representation, warranty, condition, common law duty or term of this Licence for any consequential loss or damage arising out of or in connection with any act or omission of the Licensor its employees or agents.
- 6.6 The Licensor shall be under no liability to the Licensee in respect of anything arising by reason of circumstances beyond the control of the Licensor.
- 6.7 A person who is not a party to this Licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 6.8 A party serving a notice must do so in writing and must serve the notice on the recipient at the address at the head of this Licence (or such substitute address as the recipient shall from time to time have communicated in writing to the server of the notice).
- 6.9 A party may serve a notice by post and if it does so then section 196(4) Law of Property Act 1925 (as amended) shall apply to such a notice in terms of determining the date of its service.

- 6.10 This Licence and any dispute or claim arising out of it 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.
- 6.11 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 its subject matter or formation (including non-contractual disputes or claims).

This Licence has been entered into on the date stated at the beginning of it.

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

.....
Authorised Signatory

Signed by the Licensee

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