

DATED [INSERT DATE]

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**POLICE FORCE/COLLABORATION FIREARMS UNIT LICENCE**

for use of the

**DIO DEFENCE TRAINING ESTATE AND RANGES**

made between

**(1) THE SECRETARY OF STATE FOR DEFENCE**

and



**Defence  
Infrastructure  
Organisation**

PARTICULARS	
1. Date	[insert date of licence]
2. Licensor	<b>THE SECRETARY OF STATE FOR DEFENCE</b> care of Defence Infrastructure Organisation, Overseas and Training HQ, Regional Delivery, Defence Infrastructure Organisation, Building 25 Waterloo Lines, Imber Road, Warminster, BA12 0DJ
3. Police Force / Collaboration Firearms Unit	
4. Licence Start Date	01/04/2021
5. Licence End Date	31/03/2022
6. Licence Fee	Range Fees as detailed in current Police DIO DTE/Ranges Application Instructions, and as amended from time to time.
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"> <li>• £ 150.00 plus VAT; and</li> <li>• The fee of £30.00 VAT Exempt for the Commercial Liability Insurance Fee.</li> </ul>
8. Licence Period	1 Apr – 31 Mar Annually
9. DIO DTE/Ranges	All DIO DTE Areas and Ranges in the UK as listed in JSP 907 Chapt 11
10. Permitted Use	The firing of Service Police Weapon Systems during the Permitted Hours, as specified in Range Standing Orders and booked via the BAMS Booking Cell administering the range.
11. Permitted Hours	As per Range/Training Area Standing Orders for the Range/Training Area in use.
12. Accessway / Right of Way	As per the Range/Training Area Standing Orders
13. Appointed Officer	The officer acting as the Range/Training Area Commandant, or other confirmed contact at the Range as appointed by the Licensor to manage the use of any of the DIO DTE/Ranges belonging to the Licensor.
14. IMS number	



## LICENCE TO USE DIO DEFENCE TRAINING ESTATE AND RANGES

### 1 LICENCE

- 1.1 During the Licence Period, the Licensor agrees to grant the [(Chief Firearm Officer)the right to use the DIO DTE/Ranges for the Permitted Use and during the Permitted Hours or for such alternative dates and times as shall be agreed by the Appointed Officer.
- 1.2 To authorise any person to attend as spectator during the Permitted Hours
- 1.3 This Licence shall be terminable at any time at the will of the Secretary of State and is granted upon the following terms and conditions:
  - 1.3.1 the Police Force/Collaboration shall pay such charges for the use of the DIO DTE/Ranges as the Secretary of State may from time to time demand. The Secretary of State shall give to Police Force/Collaboration a minimum of three months' notice in writing of any proposed alteration in the rate of such charges
  - 1.3.2 this Licence is not a tenancy and does not confer on you or any member of the Police Force/Collaboration the right to exclude the Secretary of State, the Appointed Officer or any other authorised person from the DIO DTE/Ranges and the uninterrupted use of the DIO DTE/Ranges cannot be guaranteed
  - 1.3.3 no person who is not a member of the Police Force/Collaboration shall fire any weapon on the DIO DTE/Ranges without the permission of the Appointed Officer
  - 1.3.4 if required at any time by or on behalf of the Appointed Officer every member of the Police Force/Collaboration shall produce evidence of his said membership and any person authorised by the Police Force/Collaboration to attend as a spectator shall produce evidence of such authorisation.
- 1.4 Access to the DIO DTE/Ranges shall be only by the routes as defined in the relevant Training Area/Range Standing Orders and the Police Force/Collaboration will be responsible for ensuring that all persons attending at the DIO DTE/Ranges use such designated routes and not trespass into adjoining parts of the Establishment.
  - 1.4.1 Vehicles used by persons attending may be parked at owners' risk as per range standing orders. Such parts of the DIO DTE/Ranges as may be notified to the Police Force/Collaboration by the Appointed Officer and not elsewhere
  - 1.4.2 Persons attending as spectators may use such parts of the DIO DTE/Ranges as may be notified to the Police Force/Collaboration by the Appointed Officer and not elsewhere
  - 1.4.3 The Appointed Officer may refuse admission to the DIO DTE/Ranges or remove therefrom any person without stating any reason therefore
- 1.5 The Secretary of State shall maintain the DIO DTE/Ranges to the minimum standard required in order to provide a Safe Place to Train (as detailed under JSP 907 Chapt 7 – A Safe Place to Train), but shall be under no liability in respect of loss or damage to property suffered by any person whilst entering or present on or leaving the DIO/DTE Ranges under this Licence.

- 1.6 The Police Force/Collaboration agrees not to make shall not make any claim, against the Secretary of State his servants, employees or agents, in respect of for loss of or damage to property which may arise out of or in connection with the suffered during the use of the DIO DTE/Ranges by the Police Force/Collaboration its members or invitees of the DIO DTE/Ranges.
- 1.7 The Police Force/Collaboration shall:
- 1.7.1 ensure that the DIO DTE/Ranges are not used for any purpose whatsoever other than that of a firing range. Dry training is to take place on Training Areas booked for that purpose.
  - 1.7.2 ensure that all members and authorised spectators while on the DIO DTE/Ranges behave in a proper and orderly manner and that no disorderly person is permitted to be or remain on the DIO DTE/Ranges, and that without the permission of the Appointed Officer, no child under the age of eighteen (18) years, and no animals are brought on or allowed to remain on the DIO DTE/Ranges, except for working Police Dogs and Police Horses.
  - 1.7.3 comply and ensure that all persons using the DIO DTE/Ranges comply with any directions affecting the DIO DTE/Ranges or the use of the Ranges which may be given by the Secretary of State, the Appointed Officer or any other authorised person and in particular with any Ministry of Defence byelaws regulations instructions or standing orders in force at the DIO DTE/Ranges in use.
  - 1.7.4 take all reasonable measures to secure the safety of all members and persons attending at the DIO DTE/Ranges at the invitation of the Police Force/Collaboration and in particular to observe Clear Range Procedure as laid down in DIO DTE/Ranges Standing Orders
  - 1.7.5 ensure that no members or persons attending at the DIO DTE/Ranges at the invitation of the Police Force/Collaboration tampers with any gas electricity or water installation and that unless the Appointed Officer has given his previous written consent that no alteration whatsoever is made to the DIO DTE/Ranges and that no appliance or apparatus is connected to the existing electrical system
  - 1.7.6 comply and secure the compliance of all members and persons attending at the DIO DTE/Ranges at the invitation of the Police Force/Collaboration with all statutory provisions relevant thereto
  - 1.7.7 not permit the consumption on the DIO DTE/Ranges of intoxicating liquor by members or persons attending at the invitation of the Police Force/Collaboration
  - 1.7.8 prior to the commencement of this Licence submit a list of the Police Officers duly qualified and authorised by the Police Force/Collaboration to conduct firing practices for the duration of this Licence, to the Licence issuing office.
  - 1.7.9 The Police Force/Collaboration shall ensure that all personnel and activity on DIO DTE shall comply with the exercise laid out in the approved Exercise Action Safety Plan (EASP) submitted to the DIO DTE on booking.
- 1.8 IN CONSIDERATION of the Secretary of State agreeing to provide the DIO DTE/Ranges the Police Force/Collaboration hereby agrees:
- 1.8.1 that if any servant (which phrase shall include any member of HM Armed Forces), employee or agent of the Crown shall suffer sickness or personal

injury (including injury resulting in death) caused by the Police Force/Collaboration or its invitees, the Police Force/Collaboration will fully and effectively indemnify the Crown in respect of:

- 1.8.2 all sums payable to that servant, employee 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, employee or agent may be entitled by reason of the length of time for which he or she served as a servant, employee 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
  - 1.8.3 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
  - 1.8.4 any funeral expenses incurred as a result of the death of the servant, employee or agent
- 1.9 PROVIDED that if the Secretary of State elects the indemnity under (i) above shall be deemed to be satisfied by the payment by the Police Force/Collaboration to the Secretary of State of a capital sum determined by the government actuary in consultation with the Police Force/Collaboration
- 1.9.1 that if any property of the Secretary of State or of any servant, employee or agent of the Crown or any other property which at the discretion of the Secretary of State falls to be replaced at the public expense, is lost or damaged and such loss or damage has been caused by the Police Force/Collaboration or its invitees, the Police Force/Collaboration will repay the Crown as it may require, either the cost of replacement or repair, whichever is the less
  - 1.9.2 that the Police Force/Collaboration will fully and effectively indemnify the Secretary of State and any servant, employee 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 Secretary of State or any servant, employee 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 caused by the Police Force/Collaboration or its invitees
  - 1.9.3 that the Police Force/Collaboration will indemnify the Secretary of State against all payments made by the Crown of sums paid to its servants, employees 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 1.9.2 above
  - 1.9.4 that it shall at all times have in force in its name a public liability policy of insurance covering all the matters which are the subject of the indemnities and undertakings herein and contained in the sum of at least Ten Million Pounds (£10,000,000) in respect of any one incident, unlimited as to the total number of incidents. The Police Force/Collaboration shall produce on application for this Licence, and from time to time on demand to Defence Infrastructure Organisation evidence of the policy or policies and premium receipts in respect of such insurance
- 1.10 PROVIDED that the effecting or existence of such insurance as aforesaid shall not be construed to limit or affect the extent of the Police Force's or Collaboration's liability under any of the said indemnities or undertakings to assign

- 1.10.1 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
- 1.10.2 Subject to sub-paragraph (2) below, that the Police Force/Collaboration will not
- 1.10.3 make against the Secretary of State or any servant, employee or agent of the Crown or 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 a Visiting Force any claim in respect of loss or damage to property from whatever cause sustained by the Police Force/Collaboration or its invitees or by any other person by reason of or arising out of or in any way connected with the exercise of any rights or performance of any obligations under this Licence
- 1.11 This indemnity will not apply to such liabilities, losses, claims, costs or damage which have been established to have been due to the negligence of the Secretary of State or any servant, employee or agent of the Crown
- 1.12 This Licence is personal to the Police Force/Collaboration and the Police Force/Collaboration will not seek or purport to assign or charge this Licence or any of the rights or obligations hereunder
- 1.13 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 notice in writing to the Police Force/Collaboration and in the event of this Licence being revoked before the DIO DTE/Ranges have been used for the purpose hereby authorised the Secretary of State will repay to the Police Force/Collaboration any sum already paid pursuant to the terms of paragraph 1 hereof but the Police Force/Collaboration shall have no further claim whatsoever against the Secretary of State in respect of the revocation of the Licence
- 1.14 The coming into effect of this Licence is conditional upon the acceptance of the conditions set out in the preceding paragraphs. The Police Force/Collaboration is therefore requested to confirm acceptance of these conditions by returning this letter to me with the endorsement duly signed as soon as possible. If these conditions are to be accepted on behalf of a Police Force/Collaboration the acceptance must be expressed to be on your own behalf and on behalf of the members of the Police Force/Collaboration by whom you are duly authorised
- 1.15 A duplicate of this Licence and the Schedule of licence periods is enclosed for the Police Force/Collaboration's retention

Yours faithfully

on behalf of the Secretary of State for Defence

## ENDORSEMENT

I/We ..... [and .....]  
[on my/our behalf and] on behalf of the members of the Police Force/Collaboration  
Firearms Unit 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 .....