

Dear Sir

Licence to use * Range

The Secretary of State for Defence agrees to grant to you and to all persons being members of the [Club][Police Force] (which persons and yourself/yourselves are hereinafter together called "the [Club][Police Force]")

a Licence:

(a) to use the * [area of land specified by the Secretary of State] being part of * situated at * in the County of * [and coloured * and * on the plan attached hereto] (hereinafter called "the premises") for the purpose of firing the following types of weapon and ammunition and no other * on the days and between the hours on those days specified in the Schedule attached hereto during the year beginning on the first of those days (hereinafter called the "initial period") and thereafter on such days and between such hours on those days and upon such consideration as may be agreed in writing in advance

(b) to authorise any person to attend as spectator during such times agreed as aforesaid

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. The [Club][Police Force] shall pay such charges for the use of the premises as the Secretary of State may from time to time demand. The Secretary of State shall give to the [Club][Police Force] three months' notice in writing of any proposed alteration in the rate of such charges

2. The [Club][Police Force] shall pay the sum of £ on the signing hereof for the use of the premises during the initial period

3. This Licence is not a tenancy and does not confer on you or any member of the [Club][Police Force] the right to exclude the Secretary of State, Range Commandant (hereinafter called "the said Officer") or any other authorised person from the premises and the uninterrupted use of the premises cannot be guaranteed

4. No person who is not a member of the [Club][Police Force] shall fire any weapon on the premises without the permission of the said Officer

5. If required at any time by or on behalf of the said Officer every member of the [Club][Police Force] shall produce evidence of his said membership and any person authorised by the [Club][Police Force] to attend as a spectator shall produce evidence of such authorisation

6. Where this Licence is granted to a civil police club or civilian club, the Club shall:

- a. be affiliated to the National Rifle Association(NRA) or National Small-bore Rifle Association (NSRA) and be able to produce 10 days before the use of the premises is first required written confirmation that its affiliation fees are paid
 - b. consist of at least 10 members
 - c. be approved by the Home Office on application by the NRA, NSRA or lay Pigeon Shooting Association (Shotgun only)
 - d. be able to provide a NRA, NSRA or MLAGB approved and qualified Range Conducting Officer
7. (1) Access to the premises shall be only by the routes [shown in * on the said plan] [notified to you by the said Officer] and the [Club][Police Force] will be responsible for ensuring that all persons attending at the premises use such routes and not trespass into adjoining parts of the said *
- (2) Cars used by persons attending may be parked at owners' risk in [the parts of the premises shown * on the said plan] [such parts of the premises as may be notified to the [Club][Police Force] by the said Officer] and not elsewhere
- (3) Persons attending as spectators may use [the parts of the premises shown * on the said plan] [such parts of the premises as may be notified to the [Club][Police Force] by the said Officer] and not elsewhere
- (4) The said Officer may refuse admission to the premises or remove therefrom any person without stating any reason therefor
8. 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 whether the same be caused by the nature state or condition of the said * or by any act or omission of any servant, employee or agent of the Crown or of any other person for whose act or omission the Crown or such servant, employee or agent may be responsible
9. The [Club][Police Force] agrees not to make any claim against the Secretary of State his servants, employees or agents in respect of loss of or damage to property which may arise out of or in connection with the use by the [Club][Police Force] its members or invitees of the premises
10. The [Club][Police Force] shall:
- (1) ensure that the premises are not used for any purpose whatsoever other than that of a firing range
 - (2) ensure that all members and authorised spectators while on the premises behave in a proper and orderly manner and that no disorderly person is permitted to be or remain on the premises [and that without the permission of the said Officer [no child under the age of * years] and [no animals] are brought on or allowed to remain on the premises]

(3) 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 *

(4) take all reasonable measures to secure the safety of all members and persons attending at the premises at the invitation of the [Club][Police Force] and in particular to observe Clear Range Procedure as laid down in Range Standing Orders

(5) ensure that no members or persons attending at the premises at the invitation of the [Club][Police Force] 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

(6) comply and secure the compliance of all members and persons attending at the premises at the invitation of the [Club][Police Force] with all statutory provisions relevant thereto

(7) not permit the consumption on the premises of intoxicating liquor by members or persons attending at the invitation of the [Club][Police Force]

11. IN CONSIDERATION of the Secretary of State agreeing to provide the premises the [Club][Police Force] hereby agrees:

(1) a. 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 [Club][Police Force] or its invitees, the [Club][Police Force] will fully and effectively indemnify the Crown in respect of:

(i) 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

(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, employee 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 the [Club][Police Force] to the Secretary of State of a capital sum determined by the Government Actuary in consultation with the [Club][Police Force]

b. 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 [Club][Police Force] or its invitees, the [Club][Police Force] will repay the Crown as it may require, either the cost of replacement or repair, whichever is the less

c. that the [Club][Police Force] 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 [Club][Police Force] or its invitees

d. that the [Club][Police Force] 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 'c' above

e. 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 £5,000,000 (Five Million Pounds) in respect of any one incident, unlimited as to the total number of incidents. The [Club][Police Force] shall produce ten days before the use of the premises is first required and from time to time on demand to Defence Estates evidence of the policy or policies and premium receipts in respect of such insurance

PROVIDED that the effecting or existence of such insurance as aforesaid shall not be construed to limit or affect the extent of the [Club's][Police Force's] liability under any of the said indemnities or undertakings

f. 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

g. Subject to sub-paragraph (2) below, that the [Club][Police Force] will not 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 [Club][Police Force] 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

(2) 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

12. This Licence is personal to the [Club][Police Force] and the [Club][Police Force] will not seek or purport to assign or charge this Licence or any of the rights or obligations hereunder

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 [Club][Police Force] and in the event of this Licence being revoked before the premises have been used for the purpose hereby authorised the Secretary of State will repay to the [Club][Police Force] any sum already paid pursuant to the terms of paragraph 1 hereof but the [Club][Police Force] shall have no further claim whatsoever against the Secretary of State in respect of the revocation of the Licence

14. The coming into effect of this Licence is conditional upon the acceptance of the conditions set out in the preceding paragraphs. The [Club][Police Force] 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 [Club] [Police Force] the acceptance must be expressed to be on your own behalf and on behalf of the members of the [Club] [Police Force] by whom you are duly authorised

15. A duplicate of this Licence and the Schedule of licence periods is enclosed for the [Club's][Police Force'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 [Club] [Police Force] 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

**THE SCHEDULE of Licence Periods to use the Range at under
the Discount Scheme for Regular Users**

(The Schedule will need to include the days and period covered by the Licence
together with the number of targets allocated)