

LICENCE TO USE WHITE SHEET HILL, KILMINGTON, WARMINSTER FOR CROSS-COUNTRY PARAGLIDING

This Licence is dated

23 March 2010


PARTIES

- (1) The National Trust for Places of Historic Interest or Natural Beauty (registered charity number 205846) whose principal office is at Heelis, Kemble Drive, Swindon, Wiltshire, SN2 2NA ("the **Trust**").
- (2) Richard Danbury of Bramble Cottage, Compton Martin, Somerset, BS40 6JP as Chairman of Avon Hang Gliding and Paragliding Club ("the **Licensee**").

In this Licence the following words have the following meanings:

1 DEFINITIONS

'the Group'	Avon Hang Gliding and Paragliding Club.
'Access Ways'	The roads and paths of the Trust Property coloured brown which provide access to and from the Licensed Area and the Designated Parking Space (if any), or those of them that afford reasonable access and that the Trust from time to time in its absolute discretion designates.
'Car Park'	The part of the Trust Property shown edged blue on the Plan.
'Designated Hours'	11.00 am to 5.30 pm hours on each day inclusive, bank and other public holidays excepted, or such other times as the Trust from time to time determines.
'Designated Parking Space'	The space or spaces (if any) shown edged on the Plan or such other space or spaces within the Car Park as the Trust may from time to time designates
'Permitted Use'	Take off only for cross-country paragliding by pilot rated group members.
'Plan'	The plan attached to this Licence.
'The Licensed Area'	That part of White Sheet Hill shown edged red on the Plan.

'The Licence Fee'	
'The Licence Period'	The 1st day of April 2010 until the 31st day of March 2011 or the date on which the Licensee's rights under clause 3 are ended in accordance with clause 5.
'Licence Fee Payment Date(s)'	1st April 2010
'The Trust Property'	The land known as White Sheet Hill shown edged grey on the Plan.
'VAT'	Value added tax or any other tax of a similar nature.
'The Rights'	The Rights given in clause 3.1
'The Deposit'	Nil

2. INTERPRETATION

- 2.1 If the Licensee is more than one person or body all the obligations of the Licensee in this Licence can be enforced against all of the people or bodies jointly and against each individually;
- 2.2 A reference to an Act of Parliament refers to that Act as it applied at the date of this License and any later amendment or re-enactment of it;
- 2.3 Any words importing one gender shall include the other gender;
- 2.4 Where the Licensee agrees not to do something that includes an agreement not to allow anyone else to do that thing;
- 2.5 Any payments referred to in this Licence shall be exclusive of VAT and VAT shall, where chargeable, be paid in addition;
- 2.6 Headings are included for ease of reading only and do not affect the meaning of any provision in this Licence.

3. THE LICENCE

- 3.1 The Trust gives the Licensee the right for the Licence Period and during the Designated Hours, to use (in common with the Trust and any others authorised by the Trust):
 - 3.1.1 the Licensed Area for the Permitted Use only; and
 - 3.1.2 the Designated Parking Space (if any) for parking private motor cars; and

3.1.3 the Access Ways to access the Licensed Area and the Designated Parking Space.

3.2 The Licensee agrees to pay to the Trust the Licence Fee and to comply with the other obligations on the part of the Licensee set out in this Licence

3.3 The Licensee acknowledges that:

- (a) The Licensee shall occupy the Licensed Area as a licensee and that no relationship of landlord and tenant is created between the Trust and the Licensee by this Licence;
- (b) The Trust retains control, possession and management of the Licensed Area is entitled to use the Licensed Area at all times and for all purposes, and can authorise other to do so, so long as the Licensee is still able to exercise the Rights
- (c) The Rights are personal to the Licensee and may only be exercised by the Licensee, and the Licensee cannot transfer them to anyone else
- (d) The Licensee may allow other members of the Group to exercise the Rights provided that:
 - (i) the maximum number of persons exercising the Rights at any one time is to be strictly controlled by the Licensee
 - (ii) the Licensee must maintain a record of the name and address of each pilot rated member of the Group and shall keep it up to date and provide a copy of it to the Trust
 - (iii) the Licensee accepts that he or she is responsible for the actions of each member of the Group under the terms of this Licence

4. LICENSEE'S RESPONSIBILITIES

4.1 Licence fee and outgoings

The Licensee shall pay the Trust:

4.1.1 The Licence Fee on the Licence Fee Payment Dates, the first payment being due on the date of this Licence.

4.1.2 The Deposit as security in case the Licensee does not meet its responsibilities contained in this Licence.

4.2 Use of the Rights

The Licensee must:

- 4.2.1 At the end of the Licence Period remove the Licensee's information boards and other possessions from the Trust Property.
- 4.2.2 Give to the Trust details of the registration number of the motor car or cars that will be parked on the Designated Parking Space and the name of the owner and driver of them, and must notify the Trust of any change in those details before the change is made.
- 4.2.3 Observe any reasonable rules and regulations the Trust makes and notifies the Licensee regarding the Licensee's use of the Trust Property, the Licensed Area, the Designated Parking Space or the Access Ways and to comply with the National Trust Byelaws from time to time in place.
- 4.2.4 Carry out any works required to put right any damage caused by the Licensee to the Licensed Area or the Trust Property.
- 4.2.5 Insure against liability to third parties with a minimum limit of indemnity of £5,000,000 (FIVE MILLION POUNDS) for loss or damage arising in relation to the exercise of the Rights. The Licensee shall produce to the Trust on demand written evidence that the Licensee has taken out such insurance and that the policy remains in force.

The Licensee must **not**:

- 4.2.6 Bring any furniture equipment or other item onto the Trust Property without the consent of the Trust.
- 4.2.7 Obstruct the Access Ways, or make them dirty or untidy, or leave any rubbish on them or on the Licensed Area.
- 4.2.8 Display any signs or notices at the Licensed Area or the Trust Property without the consent of the Trust.
- 4.2.9 Do anything which creates a nuisance or annoyance to the Trust or to the occupier of any adjoining or neighbouring property
- 4.2.10 Do anything that breaches any statutory requirement affecting the Trust Property or that prejudices any insurance policy covering the Trust Property.
- 4.2.11 Alter or add anything to the Licensed Area.

4.3 Specific Provisions

- 4.3.1 Only pilot rated Group members are to use the Licensed Area.

- 4.3.2 Group members must wear a current authorisation sticker provided by the Licensor on their helmets whilst on the Licensed Area and have this available for inspection at all times.
- 4.3.3 Other users flying model aircraft are to be given priority in using the site at weekends.
- 4.3.4 The Licensor reserves the right to suspend all use of the Licensed Area.
- 4.3.5 The Licensee is to exchange all relevant information about flying in a timely manner to all other interested parties, most particularly with the White Sheet Radio Flying Club.
- 4.3.6 The Licensee is to follow all safety guidance from regulatory and representative bodies for the activity undertaken.
- 4.3.7 The Licensee will reimburse the Licensor for the cost of providing authorisation stickers.

5 Other Provisions

- 5.1 The Licensee must reimburse to the Trust all costs, losses, expenses or any other liability incurred by or brought against the Trust arising from any failure by the Licensee to meet its responsibilities contained in this Licence or any act of the Licensee or any person on the Trust Property with the consent of the Licensee.
- 5.1 The Licensee shall not in any way impede the Trust from controlling the Trust Property.
- 5.2 The Deposit is to be repayable to the Licensee, less any amount due to the Trust in respect of any failure by the Licensee to meet its responsibilities contained in this Licence, within four weeks of the end of the Licence Period, or a longer period if that is necessary in order to ascertain any amount due to the Trust.

6. ENDING THIS LICENCE

- 6.1 The Rights will end:
 - 6.1.1 immediately on notice given by the Trust at any time following any breach by the Licensee of its responsibilities contained in this Licence; or
 - 6.1.2 on not less than 28 days notice given by the Trust or the Licensee to the other party; or
 - 6.1.3 at the end of the Licence Period

7. GENERAL

- 7.1 The Trust is not to be liable for the death of, or injury to the Licensee, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the Rights save in respect of liability which cannot be excluded under statute.
- 7.2 All notices given by either party pursuant to the provisions of this Licence must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, to the other party at its address shown at the beginning of this Licence, or such other address which has been given in writing by either party to the other.
- 7.3 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.
- 7.4 This Licence and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

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

Signed by Peter Daniel McDonald as an authorised agent for and on behalf of the Trust

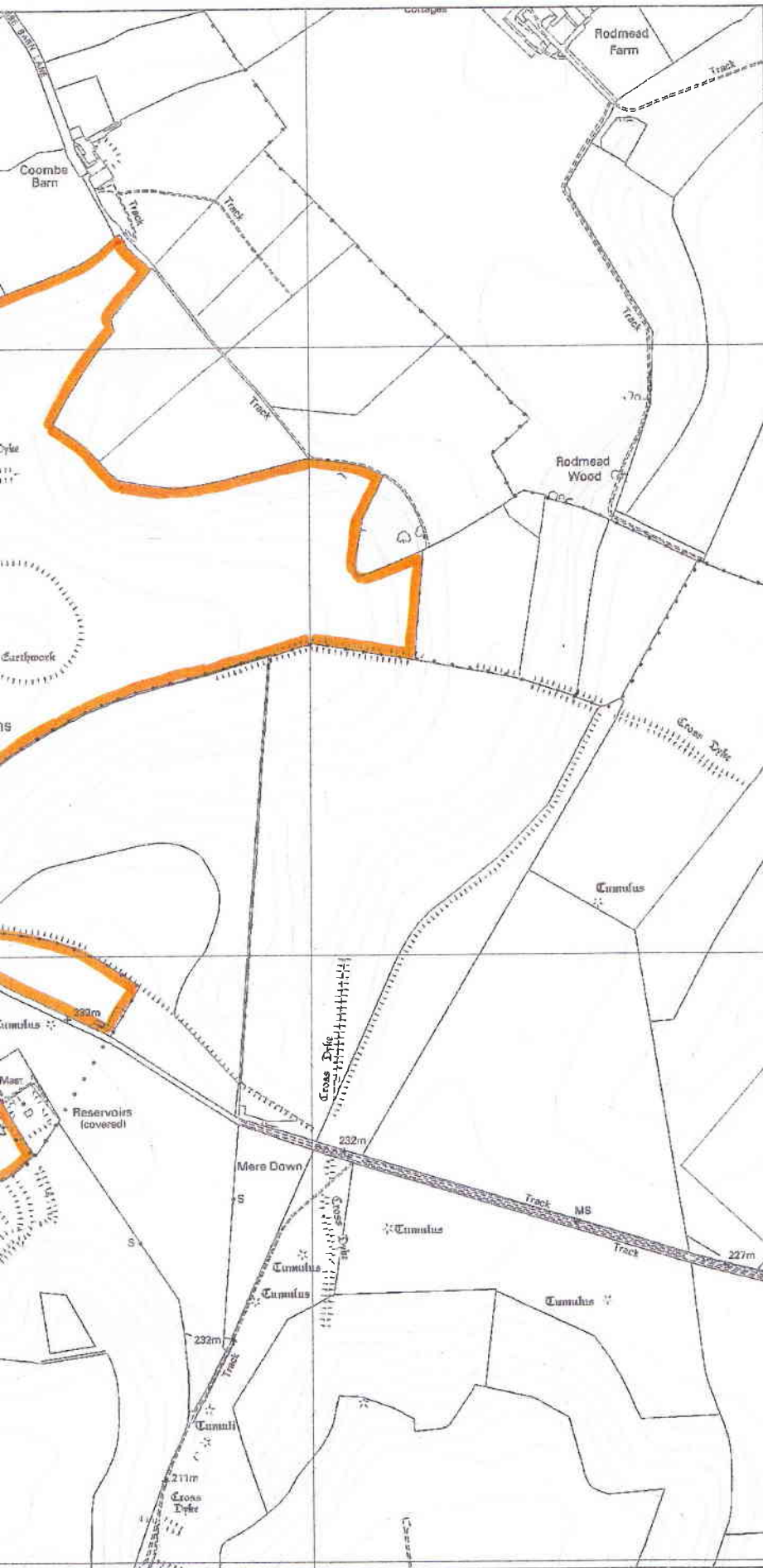

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Signed by Richard Danbury the Licensee.


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14 March 2010

RICHARD DANBURY



THE NATIONAL TRUST

WESSEX
REGION

**Title: STOURHEAD ESTATE
WHITESHEET HILL**
Cross country paragliding

Scale 1/10000
Date 18/2/2010
Centre = 380139 E 135270 N
User

