

01 May 2023

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

**at**

**Carver Barracks**

between

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

**and**

**(2) Anglia Motor Sport Club/ Herts County Auto & Aero Club**



**Defence  
Infrastructure  
Organisation**

| PARTICULARS                    |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Date                        | 01 May 23                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2. Licensor                    | <b>THE SECRETARY OF STATE FOR DEFENCE</b> care of<br>Defence Infrastructure Organisation, Building V19,<br>South Gate, MOD Donnington, Telford, Shropshire,<br>TF2 8JX                                                                                                                                                                                                                                          |
| 3. Licensee                    | Mr Pete Walters                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4. Licence Start Date          | 01 May 2023                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5. Licence End Date            | 31 Dec 2023                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6. Licence Fee                 | 26 <sup>th</sup> March - £450 20 cars max (previous licence)<br>14 <sup>th</sup> May - £900 40 Cars max<br>28 <sup>th</sup> May - £900 40 Cars max<br>23 <sup>rd</sup> July - £450 20 Cars max<br>01 <sup>st</sup> Oct - £900 40 Cars max                                                                                                                                                                       |
| 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 = £180.00</li> <li>• the fee of £30.00 [VAT Exempt] for the Commercial Liability Insurance Fee;</li> </ul> <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 or on receipt on an invoice                                                                                                                                                                                                                                                                                                                                                            |
| 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 forming part of the Establishment known as Carver Barracks                                                                                                                                                                                                                                                                                                                              |
| 11. Permitted Use              | Motor Sports                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12. Permitted Hours            | 26 <sup>th</sup> March<br>14 <sup>th</sup> May<br>28 <sup>th</sup> May<br>23 <sup>rd</sup> July<br>01 <sup>st</sup> Oct                                                                                                                                                                                                                                                                                         |
| 13. [Accessway / Right of Way] | The route over the Property as notified to the Licensee by the Officer, which is the only route to be used by the Licensee and all other persons attending the events at the property during the Licence period.                                                                                                                                                                                                |

|                              |                                                             |
|------------------------------|-------------------------------------------------------------|
| <b>14. Establishment</b>     | Carver Barracks, Wimbish, Saffron Walden, Essex<br>CB10 2YA |
| <b>15. Appointed Officer</b> | HOE appointed by the Licensors                              |

**THIS LICENCE** is dated 01 May 2023

## **BACKGROUND**

- (1) The Licensors are the owner of the Property.
- (2) The Licensee desires to use land for Motor Sports.

## **AGREED TERMS**

### **1 LICENCE**

- 1.1 The Licensors permit 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:

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

- 1.1.1 to park motor cars and other vehicles at the owner's risk (not exceeding 10 tons in load capacity and at such a location as shall be determined by the Appointed Officer.
  - 1.1.2 [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 retain 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 Licensor, the Property is no longer fit for the purpose of carrying out the Permitted Use; or
  - 3.1.3 immediately upon notification from the Licensor that the termination is due to a national or military emergency (whether declared or not) under any applicable Crown exemption if required by the Licensor; 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 48 hours 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/or on receipt of an invoice
  - 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 **Five million pounds (£5,000,000)** 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, marshals 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 Licensors, its agents and employees shall have access to the Property for monitoring, inspection and other purposes and the Licensors and those authorised by it shall share occupation of the Property with the Licensee notwithstanding that the Licensors 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 Licensors 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 Licensors 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 Licensors.
- 6.2 The Licence Fee shall be paid upon the Licence Payment Date unless specifically agreed otherwise between the Licensors 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 Licensors 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 Licensors receives the payment in full.
- 6.5 The Licensors shall not except in respect of death or personal injury caused by the negligence of the Licensors 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 Licensors its employees or agents.
- 6.6 The Licensors shall be under no liability to the Licensee in respect of anything arising by reason of circumstances beyond the control of the Licensors.
- 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

Okey, Stephen SSgt (29EODSGp-GSU-Ops-Trg-SNC0)  
**Authorised Signatory**

Signed by the Licensee

A handwritten signature in blue ink, appearing to be 'Pete Okey', written over a dotted line.

*Director, Anglia Motor Sport Club*  
*Director, Herts County Auto & Aero Club*