

**OCASIONAL USE OF MINISTRY OF DEFENCE
RECREATIONAL FACILITIES**

F/Lands 429

March 1990 Edition

- Notes (1) Insert description of property to be used, eg "cricket pitch", "No 3 football pitch", "gymnasium" etc
- (2) Insert name of Defence Establishment.
- (3) Insert purpose or type of event proposed.
- (4) Insert name of club or organisation.

In this application and in the conditions of licensing overleaf:

"the Facility" means	SPORTS & RECREATIONAL FACILITIES	(1)
"the Establishment" means	HMS Sultan	(2)
"the Event(s) means	Hockey Training/Matches	(3)
"the Club" means	GOSPORT HOCKEY CLUB <i>Gosport Borough Hockey Club</i>	(4)
"the Licensee(s)" means	Crawford Foster	

Home Tel. No. **02392360020**

Business Tel. No. **07870443247**
Mobile No.

Insert full names and addresses of the Secretary or of the two members of the Club to whom the Licence is to be granted.

*Chairman - Crawford Foster, 1
Dolphin House, Green Lane,
Alverstoke, Hants PO12 3QB*

*CLUB DEVELOPMENT OFFICER
STEVE EVERSIEN
41 EASTBOURNE AVENUE
GOSPORT PO12 4NU*

MOD STAFF No 948632L

I/We hereby apply for a licence for the Club to use the Facility at the Establishment for the purpose of the Event(s) the day(s) and at the times stated below.

Days	Date	Hours	
		between am/pm	and am/pm
<i>Days & times to be agreed in advance with SUL - PT17 - Mrs Sue Berron.</i>			

Total Occasions

The number of persons (participants and spectators) expected to attend is

I/We agree on my/our own behalf and on behalf of the members of the Club (by whom I/We are duly authorised) to serve and perform and conditions set out on the following pages which are to apply to the Licence.

Signature

[Signature]

*Chairman
Member/Secretary of*

Gosport Borough Hockey Club

Date **19/9/16**

Signature

[Signature]

Member of

Gosport Borough Hockey Club

Date **19/9/16**

Conditions of Licensing

10. The Licensee(s) shall:

- (1) ensure that the Club does not use the Facility for any purpose whatsoever other than that stated in paragraph 1 hereof;
- (2) obtain and comply with the terms of any necessary Music or Dancing Licence;
- (3) give all necessary notices and obtain all necessary licenses and consents required by statute of bye-law in respect of the use of the Facility for the purpose of the Event(s) [and in particular shall comply with all regulations and bye-laws relating to the exhibition of cinematograph films];
- (4) ensure that there is no contravention of the provisions of any Sunday Observance Acts for the time being in force;
- (5) ensure that no one tampers with any gas, electricity or water installation and that unless the Commanding Officer has given his previous written consent no alteration whatsoever is made to the Facility and that no appliance or apparatus is connected to the existing electrical system.

11. The Licensee(s) shall:

- (1) Indemnify the Crown and Secretary of State against:
 - (a) all damage or injury to the Facility and all damage or injury to or loss of Crown property in or on the Facility or elsewhere on the Establishment arising out of or in connection with the use of the Licensee(s) and other members of the Club or the Facility or the access routes thereto or anything done permitted or omitted in the course of or as a consequence of such user and
 - (b) all claims (and all costs and expenses in connection therewith) in respect of personal injury (including injury resulting in death) or loss of or damage to property howsoever arising which may be made against the Crown or the Secretary of State or any officer, servant or agent of the Crown or against any member of such Visiting Force as aforesaid or member of a civilian component of such Force in so far as any such injury loss or damage arises out of or in connection with the use of the Facility by the Licensee(s) or other members of the Club or anything done permitted or omitted in the course of or as a consequence of such use;

The Licensee(s) and other members of the Club use the Facility at the Establishment for the purpose of the Event(s) at the time and on the dates set out in paragraph 2 of the Application for the Licence but at no other times or dates.

2. The Licensee(s) shall pay the sum of
£156.00 - annual licence fee

(which is inclusive of any heating, lighting or other services supplied) to the (insert name and address for payment) *+ hire costs as detailed in HMS Sultan's 504/006 dated 16 Sep 16.*

such payment to be made at least 7 days before each occasion on which the Facility is to be used.

3. The licence does not confer the right to exclude the Commanding Officer at the Establishment or any person authorised by him from the Facility.

4. Sub-licensing will not be permitted.

5. Access to the Facility shall be only by routes notified by the Commanding Officer and the Licensee(s) will be responsible for ensuring that all persons attending the Event(s) use such routes and do not trespass onto adjoining parts of the Establishments.

6. Cars used by persons attending the Event(s) may be parked at owner's risk in areas notified by the Commanding Officer of the Establishment and not elsewhere.

7. The Secretary of State may close the Facility if in the opinion of the Commanding officer it is unfit for use. In the event of a cancellation the Secretary of State will subject as mentioned in paragraph 16 below) refund to the Licensee(s) any sum already paid under paragraph 2 hereof for the day concerned.

8. The Secretary of State shall not be under any duty, whether as occupier or otherwise, to maintain the Facility nor be under any liability in respect of the state and condition of the Facility or for or in respect of loss of or damage to property suffered by any person whilst entering, or present on, or leaving the Establishment in connection with the use of the Facility by the Licensee(s) and other members of the Club.

9. Neither the Licensee(s) nor any member of the Club shall have or make any claim against the Crown or the Secretary of State or against 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 Force in respect of any loss of or damage to property which may be suffered by the Licensee(s) or by any member of the Club or by any other person in the course of or as a result of the use of the Facility by the Licensee(s) and other members of the Club.

(c) all payments (including any parts of such payments which if not paid by the Licensee might be borne by such Visiting Force as aforesaid or the Government of the Country to whose forces the Visiting Force in question belongs) made by the Secretary of State in settlement of all claims (and all costs and expenses in connection therewith) in respect of personal injury (including injury resulting in death) or loss of or damage to property arising out of the acts or omissions of any member of such a Visiting Force as aforesaid or any member of a civilian component of such Force;

(d) all sums payable under any Statute Order Regulation instruction Warrant or other Government provision to any officer servant or agents of the Crown on duty at the Facility for the purposes of the Event(s) or the personal representatives or dependants of any such person in respect of any such damage or injury as is mentioned in paragraph 11(1)(b) provided always that the Secretary of State shall be at liberty to settle as he may think fit (after consultation with the Licensee(s)) any claim for any such sum or sums by payment of such sum as he in his discretion may consider reasonable provided nonetheless that the Licensee(s) shall not be required to pay by way of indemnity in respect of such sum or sums paid as aforesaid any sum greater than

£5,000,000

(2) The Club shall at all times have in force in its name a public liability policy of insurance against any loss or injury which may occur to any property or to any person arising out of the exercise of the rights herein authorised in an amount of not less than

£5,000,000

The Club shall produce to the Estate Adviser 10 days before the use of the premises is first required and from time to time on demand 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 liability under the indemnities in paragraph 1(b) which shall be unlimited as to amount.

12. No excisable liquor shall be brought on to the Establishment without the previous written permission of the Commanding Officer.

13. After each occasion on which the Facility is used the Licensee(s) will remove from the premises all litter and anything brought or placed thereon by [yourself/yourselves or by] any [other] person (other than a person acting on behalf of the Secretary of State) and ensure that the Facility and the access routes thereto are left in a tidy condition to the satisfaction of the Commanding Officer.

14. The said Commanding Officer will have the right to refuse admission to the Establishment or remove therefrom any person without stating any reason therefor.

15. The Licensee(s) will be responsible for keeping proper order and for providing sufficient stewards at all entrances and exists at all times to deal with any emergency and shall also ensure that all persons attending the Event(s) shall behave in a seemly manner and comply with any instructions they may receive from any official appointed by the Commanding Officer.

16. Notwithstanding paragraph 7 above the Secretary of State may (without prejudice to his rights and remedies in respect of anything previously done) revoke the Licence forthwith at any time by a written notice to that effect to the Licensee(s) and in such event the Secretary of State shall unless there has been a breach of any of these conditions return a due proportion of the amount paid for the use of the Facility and the Licensee(s) and other members of the Club shall have no further claim whatsoever against the Secretary of State in respect of the revocation of the Licence.

Revised April 1994

D/DLS/2/3/1 dated 7 April 1994

FORM OF GRANT TO FOLLOW F/LANDS/429

Re:

1. The Secretary of State for Defence agrees to grant to (you)

CRAWFORD FOSTER (5)

And other members of Gosport Borough Hockey Club (4)

The Licence to use the HMS Sultan Grange ATP (1)

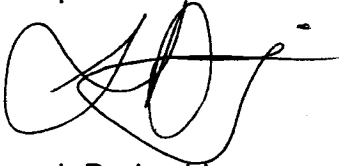
At HMS SULTAN (2)

For the purpose of Hockey Matches (3)

Requested in your application dated 21/09/2016

2. You are reminded that the Licence is subject to the Conditions referred to in your application.

3. Your attention is drawn to paragraph 11(2) of the conditions attached to your application. Will you please arrange to forward the requisite insurance policy to me by the



L Derbyshire
CPOPT

- (1) Insert description of property to be used, eg cricket pitch, gymnasium etc.
- (2) Insert name of Defence Establishment.
- (3) Insert purpose or type of Event/s.
- (4) Insert name of Club or organisation.
- (5) Insert 2 names if 2 members are to take the Licence as given in paragraph 1 of the Application.

D94/95
39/95 (L66)

Accounts in respect of Services or Supplies received
From Ministry of Defence (Naval).

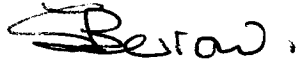
SERIAL NO: 04/16

DATE: 26 September 16

HMS SULTAN

Vat Registration
Number: GD050

To Dr Crawford Foster Gosport Hockey Club	Payment should be made to: MOD Public Sub Fund Account HMG 1093
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Cash Office HMS COLLINGWOOD, Newgate Lane, FAREHAM, Hants PO14 1AS	Signature of officer initiating claim 
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Date	Description of Service or Supply	£	p
26 Sep 16	Licence Fee	£156.00	
	Less advance payment received (excluding VAT element)		
	Sub-Total	£156.00	
	VAT @ 15%		
	NET Amount Due	£156.00	

Date:	Accounting Office
Received: £	

Clearance		
Vote	UIN	Amount
		£ p

- Copy 1 - Customer
- 2 - Cash Office
- 3 - File