ENG19-3.1.3.3.1



**IALA GUIDELINE**

G1063

AGREEMENTS FOR COMPLEMENTARY USE OF

LIGHTHOUSE PROPERTY

**Edition 1.2**

**December 20nn**

**urn:mrn:iala:pub:g1063:ed1.2**

Revisions to this document are to be noted in the table prior to the issue of a revised document.

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| --- | --- | --- |
| **Date** | **Details** | **Approval** |
| December 2008 | First issue. | Council 44 |
| July 2022 | Edition 1.1 Editorial corrections |  |
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**1. INTRODUCTION**



Lighthouses are a unique and intimate part of a country’s maritime heritage. Lighthouses which have been automated may have ancillary buildings that are not in active use by the lighthouse authority. These buildings are often of great value as heritage or community assets and may even have economic potential. This document applies only to lighthouse sites which

continue to function as operational Aids to Navigation (AtoN).

Complementary use of lighthouses generally refers to explore a lighthouse structure’s complementary or alternative uses as a platform for future AtoN, as an opportunity to exploit spare capacity commercially or as a platform for raising that authority’s profile through education, awareness raising or community engagement.

Both the local community and wider tourist economy may benefit from the complementary use of lighthouses and/or their ancillary buildings. For its part, the Lighthouse Authority benefits from improved public relations, possible external investment and/or shared maintenance costs.

|  |
| --- |
| In this document the use of the word lighthouse refers to the lighthouse, associated buildings, equipment, property and land. |

Various national Lighthouse Authorities have chosen to sell lighthouses or buildings to reduce their maintenance costs or because they cannot justify expenditure on matters not directly connected to AtoN. However, cost reduction may also be better achieved through legal agreements with third parties such as community groups whereby the lighthouse authority retain ultimate control of the site. (*This document only applies to cooperation, rental and opening, not including ”sell lighthouses or buildings”.)*

Depending on the legal framework of the nation, such agreements may be through leases or licences or other legally binding contract. Depending on the precise nature of agreement more or less property rights may be granted to the third party or retained by lighthouse authority. For simplicity these shall hereafter referred to together as '**agreements'**.Such agreements allow the lighthouse authority to reduce costs, help conserve the heritage value of the site and enhance its cultural and economic benefits.

The key benefit however against selling property is that the lighthouse authority retains ultimate control of the site. This can be extremely important for the following reasons;

1. Single ownership of the whole AtoN helps conserve the integrity of the whole heritage asset.

2. Messaging given out by any third party user is consistent with that of the lighthouse authority and the risk of reputational damage is reduced.

3. The risk of third party ownership causing operational complications to accessing, maintaining or operating the AtoN is removed.

4. The lighthouse authority retains greater resilience to unforeseen future changes in its requirements.

1.  **SCOPE**

This Guidance document seeks to provide general guidance on developing and completing agreements for complementary use of lighthouse property, and offers some examples of agreements from lighthouse authorities around the world. The main purpose of this document is to assist the Lighthouse Authority in conserving a lighthouse or related structure, exploring a lighthouse structure’s complementary or alternative uses, and leveraging operational, commercial or reputational benefits from the historical and cultural significance of a property.

The guidance and examples of agreements in this document are for reference only. The Lighthouse Authority may refer to the relevant heritage documents, with a focus on IALA Complementary Lighthouse Use Manual, when developing and completing agreements for complementary use of lighthouse property.

*IMPORTANT!* The attached examples of agreements in the annexes to this document are for guidance only and may not be appropriate for use under local or national laws. There may also be site specific issues that will need to be considered (for example, heritage or environmental orders).

Lighthouse Authorities should seek professional legal advice when formalizing any agreements.

Agreement for the Complementary use of Lighthouses – Consider the following approach for preparation of the agreement:

|  |
| --- |
| START |

|  |
| --- |
| WHO CAN BE THE PARTNER? |

|  |
| --- |
| WHAT KIND OF AGREEMENT IS APPROPRIATE? |

|  |
| --- |
| WHAT SHOULD THE AGREEMENT CONTAIN? |

|  |
| --- |
| FINISH |

|  |
| --- |
| HOW TO ADMINISTER THE AGREEMENT |

*Figure 1 Possible approach for preparation of the agreement*

******3. WHO CAN BE A PARTNER OF A LIGHTHOUSE AGREEMENT?**

The Lighthouse Authority has to consider what kind of partner they want and follow any government guidance that may exist. There can be different types of stakeholders, e.g., other public authorities or services, municipal authorities, non-governmental organizations, local community organizations or private companies. Which one is chosen, depends on many aspects – for instance:

. How are the maintenance responsibilities allocated?

. How accessible is the lighthouse?

. Are there any operational restrictions to access?

. What potential has the site for new complementary use?

. What type of new use is acceptable to the authority or to the local community?

. Does the renovation and opening of the lighthouse match with local objectives - including those of the local cultural tourism industry?

. Is the lighthouse situated in an attractive area, and are there other tourist attractions nearby?

. Is there another lighthouse or other attraction open nearby?

. Is the lighthouse or its surroundings subject to heritage or other legal restriction?

. Can the partner be a joint venture partner in other aspects?

. Can the partner undertake marketing within the agreement?

**4. TYPE OF AGREEMENTS**



The type of the agreement will depend on the proposed use and particular site specific requirements and restrictions.

. Partnership agreement

. Full maintenance lease

. Shared maintenance lease

. License agreement for public access

. Management agreements for public access

**5. WHAT SHOULD THE AGREEMENT CONTAIN?**



**5.1. RIGHTS AND DUTIES**

Both parties’ rights and duties have to be clearly described and defined.

**5.2.** OTHER RELATING POINTS

Other relating points have to be included in an agreement, and all should at least be considered for inclusion.

|  |  |  |
| --- | --- | --- |
| **5.2.1.** | **PARTIES TO THE AGREEMENT** |  |
|  | Name of organisations party to the agreements |  |
|  | Registered addresses:  Telephone: |  |
|  | E-mail: | Contact person: |
|  | Name of the partner to the agreements:  Registered addresses:  Telephone: |  |
|  | 1. mail: | Contact person: |

Each party shall designate a contact person who can be contacted as and when the need arises. Each party shall at all times keep the other informed of the identity of its contact person.

**5.2.2. AGREEMENT DOCUMENTS**

There must be a list of all relevant documents and annexes that are to be included in the agreement, as well as the contract document itself, such as:

. A site plan defining the area included in the agreement

. Heritage designation details

. Environmental designation

. Building or planning restrictions

. Work programme (if works are being agreed as part of the agreement)

. Insurance certificates

. Health and safety risk assessment

**5.2.3. PROPERTY SUBJECT TO THE AGREEMENT**

The Agreement should describe exactly what property and areas it relates to e.g., Cadastral numbers (property registration numbers) or other means of identifying the areas to be leased.

Agreement Partners must be informed if there are other legal agreements affecting the property, and provided with of what the rights and restrictions of such other agreements are.

**5.2.4. HERITAGE PROTECTION**

If the lighthouse is listed or protected under a heritage designation, then the following information is to be provided that:

. the heritage designation shall be annexed to the Agreement as included in the agreement documents; and

. it must be defined whether it is the Lighthouse Authority or the Partner who is responsible for contacting the heritage authority in cases where permissions are required.

This responsibility is often not transferable by the owner.

**5.2.5. USE AND CONDITIONS OF THE AGREEMENT**

The following terms relating to the use should be considered for inclusion in the Agreement

. The Lighthouse Authority may wish to consider the property shall be conserved in accordance with the heritage designation.

. It may be advisable to ensure that existing public access rights are not affected by their operations in accordance with the authorities’ policy.

. The Partner undertakes to discuss and seek approval for further developments and use with the Lighthouse Authority.

. The Lighthouse Authority will contribute advice on the future maintenance and repair of the Agreement areas.

. The Lighthouse Authority may consider opportunities to contribute to the maintenance and/or upgrading of the Agreement areas in light of the budgetary limits in effect at the time.

. The Partner may not use, or allow others to use, the property as a dwelling without prior approval.

. The Partner will not sublet any part of the property or assign the Agreement to another party without prior approval.

. The Partner undertakes to give particular emphasis to environmental protection in relation to the use and maintenance of the Agreement areas.

. The Partner undertakes to adhere to health and safety regulations including site specific issues.

This shall include an assessment of the risks derived from visitor traffic.

. The Partner undertakes to promptly deal with the negative impacts caused by visitors’ use of Self- Media platforms and bear corresponding losses.

. It may be advisable to comply with all the authorities’ specific maintenance terms.

. The Agreement should be subject to a periodic review.

. It may be advisable to comply with all access agreements/restrictions (e.g., vehicles, boat landings).

. Allocation of costs and maintenance of services (e.g., water, electricity, drainage).

**5.2.6. HAND-OVER**

Where an Agreement places maintenance responsibilities upon the Partner, then prior to the Agreement commencing, it may be advisable to undertake an inspection in which representatives of both parties shall participate.

A condition report shall be prepared of the Agreement property. The condition report would generally be paid for by the Partner. The condition report shall be signed by both parties after it has been drawn up by the Lighthouse Authority, and it shall ordinarily be available prior to hand-over.

This is likely to include written and photographic details (for use in disputes and at termination of the Agreement).

**5.2.7. AGREEMENT PERIOD**

The period of the Agreement should be clearly stated with details of renewal arrangements. Means of terminating the Agreement must also be stated. A clause should be included for termination as a result of possible future changes in navigational requirements and/or conflict with existing navigational equipment.

The length of the Agreement can vary to suit local requirements particularly in relation to applications for grant funding. Especially in the case of a longer term Agreement i.e., more than five years, checks should be put in place on a regular basis, annually or bi-annually to ensure that the terms of the Agreement are being met.

**5.2.8. CHARGES**

. Alternative 1: In lieu of payment the Partner undertakes to perform duties in accordance with a periodically specified work programme.When formulating work programme, the Lighthouse Authority and partners should consider its feasibility. Since maintenance requirements in the agreement period will vary over the year, it may be agreed that the scope of the work tasks for any particular year may vary.

. Alternative 2: Defined amount of 'charges' or percentage of revenue.

. Alternative 3: Recovery of additional costs to the authority due directly to the complementary use.

. Alternative 4: Any combination of the above alternatives.

The Agreement should include a periodic review of charges.

**5.2.9. WORK PROGRAMME (WHERE APPROPRIATE)**

The Lighthouse Authority shall establish a periodic work programme in cooperation with the Partner. The work programme for the following year shall be available by the end of xx (month) of the current year.

Should the Partner have objections to the programme, they must present them in writing to the Lighthouse Authority. If they fail to do so, the work programme becomes binding.

Unless otherwise agreed, the work programme shall be completed within the specified period.

The work shall be carried out in a professional manner to the satisfaction of the Lighthouse Authority and, where applicable, as described in the work programme.

**5.2.10. MAINTENANCE**

The Agreement should specify whether the Partner should have responsibility for the maintenance. If the Partner undertakes maintenance obligations, it should be described in the agreement and detailed in the work programme.

~~. The Partner’s maintenance obligations are described in the agreement, as detailed in the periodic work programme.~~

~~. If no work programme exists – it must be decided whether the lessee Partner should have any responsibility for the maintenance.~~

**5.2.11.**  LIGHTHOUSE AUTHORITY’S **ACCESS TO THE PROPERTY**

It is important that the Lighthouse Authority’s personnel have unimpeded access to all parts of the property that they require in order to access maintain and operate the AtoN.

. The Partner shall, if possible, be given prior warning, especially in relation to events such as unexpected failure or routine maintenance.

. If the Lighthouse Authority’s personnel have had to enter an area subject to a third party Agreement, it is important that the Partner be notified after the event if they have not received prior warning.

. If the Lighthouse Authority needs to stay the night in connection with repairs and maintenance tasks, the Partner shall make necessary space available free of charge if appropriate.

. The Lighthouse Authority shall have a set of keys to all buildings and installations.

**5.2.12. IMPACTS ON OPERATIONAL MARINE AIDS TO NAVIGATION**

The following matters should be considered for possible inclusion or restriction in the Agreement to prevent impact on the operation of the AtoN by the Partner. Points to consider include:

. Impact of floodlighting – illumination should not interfere with the lighthouse light.

. Advertising including illuminated signs should not be visible from sea, must be below focal plane and colours used should be other than red, green, blue, white or yellow.

. Conspicuity of the daymark - External renovation of the lighthouse buildings and tower, must be carried out as detailed in the agreement, particularly in relation to its heritage designation.

. Impact of vehicles adjacent to AtoN e.g., headlights.

. Limitations on parking to ensure rights of access at all times..The project should not only allow the operation of the lighthouse tower, but also sufficient space for auxiliary equipment, control and maintenance technical services.

. Safeguarding continuity of communications and other services.

. Access to the lighthouse by authorised personnel shall be allowed without restriction for emergency/maintenance operations.

. Where possible, access to all operational equipment should be independent from that provided for the complementary use.

. Where possible the power system of the lighthouse will be totally independent from those of the area set aside for complementary use.

. Ground maintenance, changes to landscaping and plant selection.

**5.2.13. OTHER ASPECTS TO CONSIDER**

. Restrictions in type of uses/activity permitted

. Adjoining landowners and access restrictions

. Structural changes

. Compensation in the event of partner’s default

. Partner’s breach of agreement/eviction

. Vacating the premises

. Compensation for changes/upgrading

. Force majeure

. Insurance

. Sale

. Confidentiality

. Intellectual property (trademarks, copyrights etc.)

**5.2.14. SIGNATURE**

This agreement is signed in 2 – two – copies, one for each party.

For the Lighthouse Authority:

|  |  |
| --- | --- |
| For the Lighthouse Authority:  Place/date: … … … … … … … ..  (Name)  (position) | For the Partner:  Place/date: … … … … … … … ..  (Name)  (position) |

**5.3. AGREEMENT FOR EXHIBITION OF LIGHTHOUSE, DWELLINGS AND SURROUNDINGS**



The Agreement should include among other things the data mentioned under section[4.1](#bookmark37) as well as information about Safety Regulations as a consequence of the property being accessed by the public.

Some examples of contracts that are currently in use by some authorities can be found in the ANNEXES.

******6. SAFETY**



**6.1. AGREEMENTS AFFECTING LIGHTHOUSE BUILDINGS**

****

Aspects of safety at lighthouses may differ considerably from country to country, depending upon the respective national Laws. Responsibility for safety can be attributed in 3 ways:

1 The responsibility for safety is with the Lighthouse Authority; or

2 The responsibility for safety is with the Partner; or

3 The responsibility for safety is with both the Lighthouse Authority and the Partner.

**6.2. EXHIBITION OF THE LIGHTHOUSE OPENING TO THE PUBLIC**

****

Regular inspection and “self-checking” with a checklist completed by the Partner can be carried out to confirm that safe practises are to be followed.

For example:

. Prior to each season the Partner shall check all items using a check list and take appropriate measures at the lighthouse accordingly.

. The lighthouse must be checked before the start of the exhibition season with sufficient time allowed for any adjustments to be made on site; a copy of the completed check list shall be submitted each

year to the Lighthouse Authority.

There are examples of checklists used by some authorities in the annexes to this Guideline.

**6.3. YEARLY WORK PROGRAMME**

****Where maintenance responsibility is passed to the Partner through the Agreement then each year the Partner should deliver, by the end of xx (month), a report in writing on the work completed in the course of the past year.

The Partner shall submit at the same time, a proposal for next year's work programme.

. The Lighthouse Authority shall conduct an annual inspection of the buildings subject to the Agreement. The Partner will be notified in good time of the date of the inspection.

The party responsible for carrying out the work programme will be required to participate in the inspection.

**6.4. YEARLY REPORT OF STATISTICS**

An account of the number of visitors from the previous year shall be provided. The number of visitors shall be stated per month, in accordance with statistics noted on a checklist. This information can be used when the Agreement fee is to be renegotiated.

**7. DEFINITIONS**

****

The definitions of terms used in this Guideline can be found in the *International Dictionary of Marine Aids to Navigation* (IALA Dictionary) at<http://www.iala-aism.org/wiki/dictionary>and were checked as correct at the time of going to print. Where conflict arises, the IALA Dictionary should be considered as the authoritative source of definitions used in IALA documents.

**8 ACRONYMS**



|  |  |
| --- | --- |
| ACT | Australian Capital Territory |
| AtoN | Marine Aid(s) to Navigation |
| BCA | Building Code of Australia |
| BS | British Standard |
| cf | compare / consult |
| COSHH | Control of Substances Hazardous to Health Regulations 1999 (UK) |
| CPI | Consumer Price Index (AUS) |
| EN | English |
| ISM Code | International Safety Management Code 2002 |
| ISO | International Organization for Standardisation |
| PO | Post Office |
| QSA | Quality Safety Audit |
| RIDDOR | Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (UK) |
| RoSPA | Royal Society for the Prevention of Accidents (UK) |
| SMA | Swedish Maritime Administration |
| TH | Trinity House |
| THLS | Trinity House Lighthouse Service |
| VAT | Value added tax |

**ANNEX A EXAMPLES OF CONTRACTS**

This Annex contains examples of contracts which are currently in use by other members.

**A.1. EXAMPLE OF A LEASE AGREEMENT /CONTRACT - NORWAY**

**STANDARD AGREEMENT AS OF 7 MARCH 2007**

**LEASE AGREEMENT FOR .............. LIGHTHOUSE STATION**

**1. PARTIES TO THE AGREEMENT**

Lessor:

Name:

Address:

Telephone:

Organization number:

Postal address:

Telefax:

Contact person:

E-mail:

Lessee:

Name: Organization number:

Address:

Telephone:

Postal address:

Telefax:

Contact person:

E-mail:

Each party shall designate a contact person who can be contacted as and when the need arises. Each party shall at all times keep the other informed of the identity of its contact person.

**2. AGREEMENT DOCUMENTS**

The agreement consists of the following documents:

- Lease agreement (this document)

- Annexes:

**3. LEASE OBJECT AND AREA**

The agreement relates to …….. Lighthouse Station.

Lease object's address: Address:

Cadastral number ….,

holding number …, in

… municipality

The lease concerns:

Alternative 1: The entire property as stated above.

Alternative 2: The following specified part of the above property, cf. Annex X.

Other lessees on the property are (…). These lessees have the use of (…) to (…). They shall be entitled to unimpeded access to their installations on the property.

Other lessees on the property are (…). These lessees have the use of (…) to (…). They shall be entitled to unimpeded access to their installations on the property.

The lessee is prepared to help to find a solution should the lessor or other public agency or enterprise need, for official purposes, to erect installations or the like on the property in the period of the lease.

**4. HERITAGE PROTECTION**

The lease object is protected under an order issued on xx.xx.xxxx by the Directorate for Cultural Heritage in Norway, cf. Annex X.

The lessee undertakes to comply with the protection provisions of the Directorate’s order, and to refrain from taking measures that run counter to those provisions. Should the lessor consider it appropriate, the lessor may at the lessee’s request apply for dispensation from the protection provisions, cf. the Norwegian Cultural Heritage Act section 15a.

The protected parts of the lease object are detailed in the Directorate’s order.

**5. PURPOSE AND CONDITIONS OF THE LEASE**

The lease is entered into for the following purpose and under the following conditions:

. Regardless of whether the entire property or parts of it are protected, the property shall be preserved and secured as a cultural monument, and the property’s distinctive features shall be preserved.

. The lessee shall safeguard and further develop public access to the lighthouse station property. The lessee’s activity on the premises must be geared to the interests of the public and must not come into conflict with those interests.

. The lessee undertakes to keep the lessor informed of his plans for the development and use of the lease object.

. The lessor will contribute advice on the further maintenance and repair of the lease object. The lessor will continuously consider opportunities to contribute to the maintenance and/or upgrading of the

lease object in light of the budgetary limits in effect at any time.

. The lessee may not use, or allow others to use, the lease object as a dwelling.

. The lessee undertakes to give particular emphasis to environmental safeguards in relation to the use and maintenance of the lease object.

.

…

**6. HAND-OVER**

The lessor shall make the lease object available to the lessee on the agreed date, cf point 7. The lease object shall be taken over in its conditions at the time of the hand-over.

Before the lease object is handed over, an inspection shall be undertaken in which representatives of both parties shall participate.

A condition report shall be prepared of the lease object and area. The condition report shall be paid for by the lessor. The condition report shall be signed by both parties after it has been drawn up by the lessor, and it shall ordinarily be available prior to hand-over.

**7. LEASE PERIOD**

Alternative 1:

The lease agreement runs from xx to xx inclusive, after which the lease terminates without notice. In the lease period either party may terminate the agreement in writing with 1 – one – year's notice. The lessee has the first right to renew the lease provided there has been no breach of the terms of the agreement in the agreement period, and provided that no overarching premise or guideline call for a change of lessee. In the event of a pledge of a funds granted from government gaming revenues, the agreement period will be extended by the number of years required to meet the criteria for such a grant, however not by more than 40 years, unless overarching premises or guidelines provide otherwise. In the event of a pledge of funds from sources other than government gaming revenues, any necessary extension of the agreement period can be agreed in the particular case, cf point 24.

Alternative 2 (applies to shorter leases of 2-3 years’ duration):

The agreement runs from xx to xx inclusive, after which the lease terminates without notice.

**8. CONSIDERATION**

As consideration the lessee undertakes to perform duties in accordance with an annually specified work programme. Since maintenance requirements in the agreement period will vary over the year, it may be agreed that the scope of the work tasks for the particular year may vary.

**9. WORK PROGRAMME**

The lessor shall establish the annual work programme in cooperation with the lessee. The work programme for the following year shall be available by the end of xx (month) the current year.

Should the lessee have objections to the programme, he must present them in writing to the lessor within 14 days. If he fails to do so, the work programme becomes binding.

Unless otherwise agreed, the work programme shall be completed by the end of the calendar year.

The work shall be carried out in a professionally satisfactory manner and, where applicable, as described in the work programme.

Each year the lessee shall deliver, by the end of xx (month), a report in writing on the work completed in the course of the past year. The lessee shall concurrently submit a proposal for next year's work programme.

The lessor shall conduct an annual inspection of the lease object. The lessee will be notified in good time before the inspection. The party responsible for actually implementing the work programme will be required to participate in the inspection.

**10. ELECTRICITY, HEATING AND OTHER CHARGES**

Alternative 1:

The lessee shall pay all operating expenses related to the lease object, including expenses on waste disposal, sweeping, water supply and drainage etc. The lessee shall also personally sign up with an electricity supplier.

Alternative 2:

The lessee shall pay all operating expenses related to the lease object, including expenses on waste disposal, sweeping, water supply and drainage etc. The lessee shall pay electricity expenses in proportion to the building stock utilised. Electricity expenses shall be settled annually based on an invoice from the lessor to the lessee.

**11. SECURITY FOR RENTAL ARREARS, DAMAGE TO PREMISES**

(deleted)

**12. MAINTENANCE**

The lessee's maintenance obligation is described in the work programme, cf point 9.

The lessee shall oversee the lease object and notify the lessor of any work that needs to be carried out which is not covered by the work programme or the lessee's general maintenance obligation. The lessee is under a duty to immediately carry out work needed to prevent further damage or loss to the lessor. Where such work is of some significant scope, the lessee may include reference to it in his report on the work done in the year and have it credited to next year's work programme.

**13. LESSOR'S ACCESS TO THE PROPERTY**

Where called for on official grounds or in order to prevent damage, the lessor's personnel shall have unimpeded access to the lease object. The lessee shall if possible be given prior warning. If the lessor's personnel have had to enter a leased building, the lessee shall invariably be notified after the event if he has not received prior warning.

If the lessor needs to carry out work on the property beyond what is stated in the first paragraph above, the lessee shall be notified accordingly well in advance.

If the lessor needs to stay the night in connection with repairs and maintenance tasks, the lessee shall make necessary space available free of charge. The lessor shall notify the lessee of overnight stays as long as possible in advance.

The lessor shall have a set of keys to all buildings and installations.

**14. USE OF THE LEASE OBJECT**

The lease object must be used exclusively for the purposes stated under point 5, unless the lessee has received the lessor's prior approval in writing to use it for other purposes. The lessee must not use the lease object, or allow others to use it, as a dwelling. This is regarded as a sub-leasing for which a separate agreement must in the event be drawn up.

The lessee undertakes to acquaint himself and to comply with such public regulations and instructions concerning the lease as have been or may be introduced. The risk consequent upon agreed use not being prevented by law or public order pursuant to law shall be borne by the lessee. The Rent Act section 2-17 is departed from in this respect.

The lessor is responsible for applying to the municipal authorities for permission for any necessary change of use of the premises under the Building and Planning Act. The lessee is responsible for preparing descriptions of the use planned and for any documentation accompanying the application. A municipal fee, if any, for processing an application for change of use shall be paid by the lessor.

Any demand or order issued by a labour inspection authority, board of health, fire service or other public authority, prompted by the activity engaged in on the premises, shall be the responsibility of the lessee. If a prior permit is necessary, it is the lessee's responsibility to obtain such a permit. A copy of any letter to public authorities concerning the lease object or the activity carried on therein, shall be sent to the Norwegian Coastal Administration.

The lessor is responsible for ensuring that the lease object is built, equipped and maintained in compliance with applicable laws and regulations relating to fire prevention under Regulations no. 847 of 26 June 2002 on fire prevention measures and supervision. According to section 2-2 of the Regulations, the lessee shall organise his activity in such a way as to ensure that fire cannot break out easily and that safety measures and safety devices function as intended. Furthermore, the lessee shall see to it that structural fire prevention measures and other safety measures do not suffer impairment. The lessee shall report to the lessor any and all factors of significance for fire safety.

The lessee undertakes to treat both the leased premises and the property in general with due care and attention. Rooms with water and/or outlet pipes must be kept sufficiently warm to avoid freezing.

The lessee undertakes to use the property in such a manner that it is not degraded or its appearance or reputation impaired.

The lessee's use of the property, including any events held, must not involve stage lighting which may interfere with the light signals from the lighthouse light.

The lessee shall pay compensation for any damage to the property caused by him or by others to whom the lessee has given access to the lease object.

**15. STRUCTURAL CHANGES**

Alterations beyond what is established in the work programme must not take place without prior approval in writing from the lessor.

All structural changes are expected to be carried out in a professionally satisfactory manner.

If prior approval is given, the lessee is responsible for obtaining the necessary public permits, with the exception of permits from the cultural heritage authorities which shall be obtained by the lessor before he gives approval. A copy of the application to, and of any permit granted by, public authorities shall be sent to the Norwegian Coastal Administration.

No change to or upgrading of the electrical installation and heating, water and sanitation facilities may be undertaken without prior approval in writing from the lessor. All such changes or upgrading shall be performed by authorised personnel.

**16. SUB-LEASING, CONVEYANCE AND MORTGAGING**

Complete or partial sub-leasing, conveyance and/or mortgaging of the contract are not permitted without prior approval in writing from the lessor.

**17. COMPENSATION IN THE EVENT OF LESSOR'S DEFAULT**

(deleted)

**18. LESSEE'S BREACH OF AGREEMENT/EVICTION**

(deleted)

**19. VACATING THE PREMISES**

Upon vacating the premises the lessee shall return the lease object in a tidy and clean condition and in such condition as required by the work programme, if any, and by prior approval under point 15, and otherwise devoid of wear and tear due to non-fulfilment of the maintenance obligation or the work programme.

If the property is to be sold or leased to others, the lessee undertakes, after prior notice, to give interested parties access to the premises as and when required. Upon vacation the lessor shall be given immediate access to the premises.

**20. COMPENSATION FOR CHANGES/UPGRADING**

When the lease object is returned to the lessor, no financial compensation will be given for changes or upgrading undertaken by the lessee pursuant to the work programme. Neither will financial compensation normally be given for changes or upgrading undertaken by the lessee pursuant to special prior approval under point 15. In the event of major maintenance and upgrading works, it may be agreed that such works shall be performed for the lessee's account and be written off over a specified period. The normal depreciation period is 10 years.

**21. FORCE MAJEURE**

Unforeseen events over which the parties have no control, such as fire, explosion, natural damage, interruption of water supply or electricity supply etc., do not exempt the parties from fulfilling their obligations under the agreement, except where such obligations cannot be fulfilled without incurring abnormally high expenses. In such cases the obligation to pay compensation for loss or damage becomes void.

**22. INSURANCE**

The lessee shall take out liability insurance for damage to persons or property. The insurance policy is included as an annex to this agreement.

The lessee has the right to insure the lease object. If the Norwegian Coastal Administration is not automatically co- insured, this shall be agreed. A copy of the insurance policy shall be sent to the Norwegian Coastal Administration. Any compensation payment shall go towards rebuilding etc., the lease object in so far as that is possible.

**23. SALE**

If the question arises of selling the lease object, sale shall take place in accordance with Instructions for Disposal of Real Property belonging to the State and for Transfer of Real Property between State Institutions (Instructions for Sale), and with premises set by the Government and the Storing (Norwegian Parliament). This agreement does not therefore confer on the lessee a pre-emptive right in the event of the sale of the lease object.

**24. MISCELLANEOUS**

The lessee shall by 1 April each year file a report accounting for his activities in connection with the lease object.

Either party may request that the agreement be taken up for negotiation in the event of changes in the premises underlying the agreement. Where funds are granted from government gaming revenues, the parties will review the agreement to ensure that sufficient account is taken of new premises, if any, for the lease.

**25. LEGAL VENUE**

The legal venue for all disputes related to the tenancy shall be the judicial district in which the property is located.

**26. SIGNATURE**

This agreement is signed in 2 – two – copies, one for each party.

|  |  |
| --- | --- |
| For the lessor:  Place/date: … … … … … … … .. | For the lessee:  Place/date: … … … … … … … .. |
| (NN)  (position) | (NN)  (position) |

**ANNEX B**

**AGREEMENT CONCERNING THE RIGHT TO EXHIBIT A LIGHTHOUSE -**

**SWEDEN**

Diary number: xxxx-xx-xxxxx

AGREEMENT

concerning the right to exhibit a lighthouse

Lessor The Government through the Swedish Maritime Administration (SMA),

202100-0654

SE-601 78 Norrköping

Phone: +46-(0)11-191000

Lessee xxxxxxx

1 § Grant of Seasonal Access

The SMA grants the Leaseholder the right to exhibit the lighthouse xxxxxxx to the public and to collect a fee.

This Grant of an Agreement does not prevent the SMA from using the lighthouse.

2 § Period of Agreement

The Agreement is valid for one year from 1st April.

3 § Notice of Termination

Notice of termination of the Agreement shall be given not later than September 30th the year prior to the expiry. Otherwise the Agreement is prolonged by one year at a time.

Each of the parties, however, has the right to waive the Agreement prematurely with immediate effect, should the other party offend against a contractual commitment of substantial importance and the responsible party has not taken corrective action in a period of three weeks’ time after attention in writing has been called to the deficiency.

Notice of termination shall be in writing. Notice of termination may be given by registered letter. Notice of termination is considered to have been issued when it is given for forwarding by post to the above address. Should a party have provided a new address, then the new address shall be used.

4 § Fee

The fee for this right to exhibit the lighthouse amounts to Swedish Kronor xxxxxxx thousand per year April 1 – March 31. The fee shall be paid in advance to SMA as per invoice and is divided in two payments per year. Part-payment No. 1 shall be paid not later than July 31 and part-payment No. 2 not later than September 30. VAT rate as per the

date of payment to be added. For overdue payment, interest according to law and administration costs as is stipulated for collection, will be charged.

5 § Authority Permit

The Leaseholder is obliged to provide the permits needed for the activities in the area and to comply with the regulations stipulated by Authority or by law.

6 § Conveyance/Grant of Agreement

The Leaseholder may not convey, grant the agreement or otherwise transfer the right as per this Agreement to another party without the consent of the SMA.

7 § State and Maintenance of the Lighthouse

The lighthouse is let in its existing condition. It is the duty of the Leaseholder to keep his/her activities in the area in good order. The Leaseholder may not use the area so that the environment is put at risk.

The SMA shall aim at planning maintenance and restoration work of the lighthouse to take place off season.

The SMA shall inform the Leaseholder well in advance about future work that may influence the exhibition activities and the Leaseholder is on such occasions entitled to a reasonable reduction of the fee.

8 § Expiry of the Right to Exhibit the Lighthouse

At the expiry of the Agreement the Leaseholder shall, as far as possible, restore the area to its former condition and return it clean. The Agreement does not include a right to prolongation.

9 § Responsibility

The Leaseholder is at all times responsible for damage arising from the exhibition activities in the area. This also applies after expiry of the Agreement.

The Leaseholder shall reimburse the SMA for damages, if any, that the SMA is obliged to pay to third party caused by the Leaseholder’s activities in the area.

10 § Insurance

The Leaseholder is obliged to take out a third party insurance for his/her activities and to provide the SMA with the terms of insurance and a receipt showing that the insurance is paid for. The Leaseholder shall annually show that the insurance is renewed.

11 § Safety Regulations

The Leaseholder shall ensure that visitors do not cause any damage to the lighthouse or its equipment, that rules of conduct are adhered to and check that existing protections of apparatus in equipment areas are intact.

The SMA is responsible for the installation of fire protection such as fire extinguishers, smoke detectors and automatic fire alarms to the requisite extent. The Leaseholder is responsible for survey and testing of the fire protection equipment.

Before each season the Leaseholder shall check and take appropriate actions to comply with the regulations of the attached checklist, Encl. 1. A copy of a filled out checklist shall be handed over to the SMA not later than April 30 every year.

12 § Special Conditions

The number of persons on the balcony may, as a rule, not exceed 15.

The Leaseholder takes upon himself/herself – without any expenses on SMA’s part – to be responsible for the cleaning of the lighthouse building and the ground area in close proximity, should the need for cleaning be caused by the exhibition activities.



This Agreement has been drawn up in two identical copies, one copy of which is given to each party.

Norrköping - ……- …… xxxxxxx - ……- ……

Swedish Maritime Administration Lessee



xxxxxxx

Head of Fairway Department



xxxxxxx

Additions to the Lease

(Here under additional future agreements, if any, shall be noted.)

**ANNEX C EXAMPLE OF LIGHTHOUSE EXHIBITION AND SAFETY CHECK LIST - SWEDEN**

- Prior to each season the Lessee shall check all items as per this list and take appropriate measures for the lighthouse accordingly

- In the check list the number of visitors from the previous year shall be stated. The number of visitors shall be stated per month as per statistics noted.

The lighthouse has to be checked before the start of the exhibition season – however not later than April 30 – a completed copy of this check list shall be submitted each year to the Administration.

Organization and routines

*Define organization and local rules for exhibitions*

Minimum one responsible guide at each exhibition.

Fix the quantity of visitors per group. Normally not more than 10 persons.

Avoid having too many visitors at the same time in narrow lantern houses.

Define the best way to meet on the staircases (keep to the right).

First-aid equipment shall be easily accessible.

Exhibition guides shall carry a mobile phone for alarm and contacts with other staff on site.

Make a routine for counting the number of visitors.

Guides and own staff shall have a basic knowledge of fire protection and basic medical treatment.

Confer with the local Rescue Service about procedures at exhibitions and actions to take in case of fire or accidents.

A copy of a valid third party insurance including terms of insurance and receipt shall be attached to this list.

Physical checks

 Fire alarm system to be checked as per separate instruction.

 Check the fire extinguishers (suspension devices, in good condition, the pressure gauge shall indicate approved).

 Combustibles: Keep tidy and keep a minimum of combustibles in the lighthouse.

 Make visual inspection of electric cables and electrical equipment.

 Check disposition of batteries, check safety devices against battery acid.

 Check railings, staircases and landings. Attachments, damage, etc.

 Check railings and nets at the lantern terrace. Check shields against objects falling from the lighthouse.

 Check safety devices against crushing at rotating machinery.

 Check that there are warnings on thresholds, beams, machine components, etc. which might cause injury or where people may stumble.

Information to be provided to visitors

*The following rules apply in the lighthouse*

□ Keep to the right on the stairs.

□ Children under the age of 12 are allowed only if accompanied by an adult.

□ Small children are not to be carried on the back or shoulders.

□ Dogs or other household pets are not allowed in the lighthouse.

□ Smoking or open fire is not allowed in the lighthouse.

□ Bottles and thermos flasks are not allowed in the lighthouse.

Miscellaneous

The lighthouse should be kept closed in case of thunderstorms.

Number of visitors

Statement of the number of visitors during the exhibition season in year ……………

Number of visitors, May … … ... Number of visitors, June … … … .. Number of visitors, July … … … ..

Number of visitors, Aug. ……… Number of visitors, Sept. ……… Number of visitors, Oct. … … … ..

Number of visitors at other times ……… Total number of visitors … … … ..

The above measures and checks have been made and will be applied at exhibition of the lighthouse.

The Leaseholder’s signature and date.

**ANNEX D LICENCE FOR ADDITIONAL USE OF LIGHTHOUSE FOR TOURIST ACTIVITY -**

**AUSTRALIA**

LICENCE

BETWEEN

THE AUSTRALIAN MARITIME SAFETY AUTHORITY

AND

#

FOR THE STATE OF ………

[#THE MINISTER FOR THE

for and

THE MINISTER FOR LAND AND WATER CONSERVATION

for]

LICENCE

BETWEEN AUSTRALIAN MARITIME SAFETY AUTHORITY AS LICENSOR

AND # AS LESSEE

Dated XXXX XXXX

RECITALS

A. Pursuant to the Lease the Licensor has a proprietary interest in the Land.

B. The Licensor has agreed to grant the Licensee the right to use the Licensed Area on the terms and conditions of this Licence for the purpose of conducting tourist operations.

In consideration, amongst other things, of the mutual promises contained in the Licence, the Licensor and the Licensee agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1. DEFINED TERMS**

In the Licence:

'**BCA Report**' means the report, attached to this Licence, commissioned by the Licensor addressing the application of the Building Code of Australia (BCA) regarding the use of the Licensed Area for the additional purpose of tourist activity.

'**Business Day**' means any day in the State which is not a Saturday, Sunday or Public Holiday.

'**Commencing Date**' means the date stated in Item 2 of Schedule 1.

'**CPI**' means:

(a) the Consumer Price Index (All Groups – Insert Relevant State) published by the Australian Bureau of Statistics; or

(b) if that index is discontinued, the most similar index published by the Australian Bureau of Statistics as agreed between the parties of, failing agreement, as determined by the President of the Institute at the request of either party.

'**Government Agenc**y' means any government or any governmental, semi government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

'**Institute**' means the Australian Institute of Valuers and Land Economists (Inc) New South Wales Division or if that body no longer exists then its successor or equivalent body.

'**Land**' means the land described in Item 1 of Schedule 1.

'**Lease**' means lease number ................. that exists between the Licensee as Lessor and the Licensor as lessee

in relation to the Land.

'**Licence**' means the agreement to licence the use of the Licensed Area as set out in this document.

'**Licensed Area**' means the Premises and that part of the Land (apart from the Marine Aid to Navigation) reasonably needed by the Licensee to conduct tours of the Premises.

'**Licensee'** includes the successors and assigns of the Licensee and its employees, agents and contractors.

'**Licensee's Covenants**' means the covenants and agreements contained or implied in the Licence to be observed and performed by the Licensee.

'**Licensor**' includes the successors and assigns of the Licensor and its employees, agents and contractors.

'**Marine Aid to Navigatio**n' means all buildings, structures and other improvements on the Land which are used to maintain, operate or support as part of or in association with a facility for assisting marine navigation, including lights, beacons, radar, differential global positioning system, a helipad for the purpose of enabling the servicing of the facility, any earthing apparatus necessary for the operation of the facility, and other facilities used in connection with marine navigation and the operation, monitoring and control of shipping and boating in Australian waters.

'**Marine Aid to Navigation Apparatus**' means the optics, drive system, power sources and equipment integral to the operation of the Marine Aid to Navigation.

'**Month**' means calendar month.

'**Premises**' means that part of the Marine Aid to Navigation shown hatched on the plan in Schedule 2.

'**State**' means the State of the Commonwealth of Australia in which the Land is situated.

'**Statute**' means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.

'**Term**' means the term of the Licence set out in Item 4 of Schedule 1.

'**Terminating Date**' means the date stated in Item 3 of Schedule 1.

**1.2. INTERPRETATION**

In this Licence, unless the context otherwise requires:

(a) headings and underlining are for convenience only and do not affect the interpretation of the Licence;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture,

association, corporation or other body corporate and any Government Agency;

(e) a reference to any thing includes a part of that thing;

(f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of and a party, annexure, exhibit and schedule to the Licence;

(g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Licence or any part of it; and

(i) a covenant or agreement on the part of 2 or more persons binds them jointly and severally.

**2. LICENCE**

**2.1. GRANT OF LICENCE**

The Licensor grants to the Licensee a licence to enter upon and use the Licensed Area from dawn to dusk for the purpose of conducting tours of the Premises. While the Licence remains in force, the Licensee has the exclusive right to conduct those tours.

**2.2. LICENCE FEE**

The Licensee must pay the Licensor as a licence fee the sum of $XX.00 per annum on the Commencing Date and thereafter on each anniversary of the Commencing Date during the Term. The Licensee may at any time pay to the Licensor all of the licence fee payable for the balance of the Term.

**2.3. NO LICENCE FEE REVIEW**

The licence fee is not subject to review during the Term or any renewal of the Term.

**2.4. NO TENANCY**

The grant of the Licence does not create or confer upon the Licensee any tenancy or other estate or interest in the Land.

**2.5. LICENSOR MAY RECOVER COSTS FROM LICENSEE**

The Licensor may recover from the Licensee the following costs incurred by the Licensor in allowing tourist access to the Licensed Area:

(a) the cost of works which the Licensor can reasonably justify in endeavouring to protect the Marine Aid to Navigation Apparatus from tourist interference or activity;

(b) all costs incurred by the Licensor in making repairs to the Marine Aid to Navigation Apparatus as a result of any damage done by the Licensee or any invitee of the Licensee; and

(c) all costs incurred by the Licensor in making repairs to the Licensed Area as a result of any damage or accelerated wear caused by the Licensee or invitees of the Licensee.

**3. TERM OF LICENCE**

**3.1. TERM**

The Term commences on the Commencing Date and expires on the Terminating Date, subject to the provisions of the Licence.

**3.2. OPTION OF A FURTHER TERM**

The Licence will be automatically renewed for the further term set out in Item 5 of Schedule1 unless the Licensee gives the Licensor notice in writing at least six months prior to the Terminating Date that the Licence is not to be renewed.

**3.3. LICENCE TERMINATES WITH LEASE**

In spite of any other provision of this Licence, this Licence terminates on the expiration or termination of the Lease.

**4. LICENSEE'S USE OF THE LICENSED AREA**

**4.1. LICENSEE NOT TO OBSTRUCT LICENSOR**

The Licensee must not obstruct or interrupt the Licensor and, to the extent that the interests of any other licensee of the Licensor do not conflict with the tourist access rights of the Licensee, must not obstruct or interrupt any other licensee in its use, occupation or enjoyment of the Land and must take all necessary steps to ensure that the integrity of the Marine Aid to Navigation Apparatus is not interfered with by the Licensee's use of the Licensed Area.

**4.2. IMPROVEMENTS OR ALTERATIONS**

The Licensee must not make any improvements or alterations to the Licensed Area (including works identified in the BCA Report) without the prior consent of the Licensor. The Licensee’s request notice must include specifications and drawings of the proposed works. The Licensee must indemnify the Licensor against any claim under the Lease arising from the making of any improvements or alterations to the Licensed Area.

**4.3. CONSENT**

Requests for consent by the Licensee to the Licensor under clause 4.2 must be by notice and consent will be taken to be granted if the Licensor does not, within 30 Business Days of its receipt of a notice requesting consent, furnish the Licensee with a notice refusing consent setting out reasons for the refusal.

**4.4. APPROVED ALTERATIONS**

The Licensee shall give the Licensor an opportunity to quote or tender for any works approved by notice under clause 4.3 when such works will not be carried out by employees of the Licensee.

**4.5. RESTORATION OF LICENSED AREA**

If the Licensee makes an improvement or alteration to the Licensed Area not consented to under clause 4.3, the Licensee must, upon being given notice to do so by the Licensor, immediately restore the Licensed Area to the same or substantially the same condition as it had before the unauthorised improvement or alteration was made.

**4.6. OBLIGATIONS OF LICENSEE**

The Licensee must:

(a) repair to the satisfaction of the Licensor any damage to the Land (apart from the Marine Aid to Navigation Apparatus) caused by the Licensee or its invitees or contractors;

(b) at all times maintain the Licensed Area (including, paths, lawns and gardens on the Licensed Area) in a neat and tidy condition;

(c) keep the Licensed Area clean and free from rubbish and ensure that all rubbish is stored in proper bins and is disposed of regularly;

(d) comply with all statutes, ordinances, regulations, by-laws or other legislative instruments applying to the Licensed Area and with all lawful directions or orders given by a State or municipal authority in relation to the Licensed Area including any requirements of State law relating to the licensing of commercial tour operators; and

(e) obtain and keep current all consents and permits for the use of the Licensed Area as a tourist facility which may be required by a State or municipal authority.

**4.7. EVIDENCE OF CONSENTS AND PERMITS**

The Licensee must, within 30 Business Days of being requested by the Licensor to do so, produce to the Licensor evidence of the consents and permits referred to in clause 4.6(e).

**4.8. LICENSOR MAY RECOVER COSTS OF WORKS FROM LICENSEE**

If the Licensee fails to comply with its obligations under clause 4.5 or clauses 4.6(a), (b) or (c) within 30 Business Days of receipt by it from the Licensor of a notice requiring the Licensee to so comply, the Licensor may undertake the necessary works or action and charge the Licensee for the reasonable costs of those works or action.

**4.9. SUBSTANCES PROHIBITED ON LICENSED AREA**

The Licensee must not:

(a) permit anything to be done on the Licensed Area which may constitute an offence against any law or

may render the Licensor liable to pay any damages, compensation or penalty;

(b) permit alcohol or any illicit substance to be brought on to the Licensed Area; or

(c) permit smoking on the Licensed Area.

**4.10. WARRANTY REGARDING ACCESS**

The Licensor warrants that access to and the use of the Licensed Area in accordance with this Licence will not be obstructed or interrupted by the Licensor or its licensees but any warranty that the Licensed Area is or will remain suitable for the conducting of tours is expressly negatived.

**4.11. EMERGENCY REPAIRS**

The Licensor reserves the right to close the Licensed Area at any time to enable emergency repairs or maintenance to be carried out.

**4.12. LICENSEE TO BE NOTIFIED OF LEASE SURRENDER**

The Licensor must not surrender the Lease without giving the Licensee 30 Business Days’ notice of the intended surrender.

**5. CONDUCTING OF TOURS**

**5.1. SUPERVISION**

The Licensee may conduct tours of the Licensed Area only under the supervision of a responsible adult who has completed, at the Licensee's expense, a training course conducted by the Licensor in relation to the operation of equipment on the Licensed Area.

**5.2. TRAINING COURSE**

The cost of a training course referred to in clause 5.1 and other details concerning the course are set out in Item 6 of Schedule 1.

**5.3. GENERAL CONDITIONS**

The Licensee must adhere to the conditions set out in Schedule 3, as varied from time to time by agreement of the parties and confirmed by notice.

**5.4. PUBLISHED MATERIAL**

If the Licensor notifies the Licensee that any published material (including advertisements) relating to the Licensed Area which the Licensee is using is factually incorrect, defamatory or conflicts with this Licence, the Licensee must immediately stop using that material.

**5.5. ADVERTISEMENTS, SOUVENIRS AND ARTEFACTS**

The Licensee must not:

(a) erect or display on the Licensed Area any permanent advertisements, placards or signs without first obtaining the consent of the Licensor;

(b) sell or offer for sale any souvenirs depicting the Land or any part of the Land to which the Licensor has justifiable objections; or

(c) without the Licensor’s written consent remove or allow to be removed from the Licensed Area any artefacts or relics found on the Licensed Area.

**5.6. CONSENT**

Requests for consent by the Licensee to the Licensor under clauses 5.5(a) and (c) must be by notice and consent will be taken to be granted if the Licensor does not, within 30 Business Days of its receipt of a notice requesting consent, furnish the Licensee with a notice refusing consent setting out reasons for the refusal.

**5.7. ARTWORK FOR PUBLICITY MATERIAL**

The Licensor will endeavour to comply with any request by the Licensee for the supply to the Licensee of reproduction quality artwork relating to the Land for use by the Licensee in publicity material.

**5.8. DISPLAY LIST OF SUPERVISORS**

The Licensee must display within the Premises in a conspicuous location a sign containing the names of each supervisor described in clause 5.1 together with a photograph of each named supervisor and the date on which the supervisor completed the training course described in clause 5.1.

**6. ASSIGNMENT AND SUBLICENCE**

**6.1. ASSIGNMENT**

The Licensee may not assign the whole or any part of this Licence unless:

(a) the assignment is to the State or a State authority having responsibility for the environment; and

(b) notice of the assignment is given to the Licensor; and

(c) the assignee covenants to be bound by the terms of the Licence.

**6.2. SUBLICENCE**

Subject to clause 6.4 and with the consent of the Licensor, the Licensee may grant a sublicence of any of its rights or entitlements under this Licence. The Licensor may require as a condition of its consent to the sub licence that the Sublicensee enter into a Deed of Covenant with the Licensor on terms reasonably required by the Licensor to ensure that the Sublicensee becomes bound to observe in favour of the Licensor any covenant in this Licence that the Licensor reasonably requires (including in particular covenants to the effect of Part 7 of this Licence). The Licensee shall pay the Licensor’s reasonable costs in connection with the granting of the consent and the preparation, execution and stamping of the covenant.

**6.3. CONSENT**

Requests for consent by the Licensee to the Licensor under clause 6.2 must be by notice and consent will be taken to be granted if the Licensor does not, within 30 Business Days of its receipt of a notice requesting consent, furnish the Licensee with a notice refusing consent setting out reasons for the refusal.

**6.4. WORKS MUST FIRST BE COMPLETED**

A sublicence may not be granted unless all the works identified in the BCA Report have been carried out.

**7. INDEMNITY AND PUBLIC LIABILITY INSURANCE**

**7.1. LOSS, DAMAGE OR INJURY TO BE LICENSEE RESPONSIBILITY**

The Licensor is not responsible for any loss, damage or injury to persons or property arising directly or indirectly out of the use by the Licensee of the Licensed Area.

**7.2. LICENSOR TO BE INDEMNIFIED**

The Licensee indemnifies the Licensor and its officers, servants, agents and licensees against all actions, claims, costs and demands in respect of damage or injury to property (including property of persons other than the Licensor) or persons (including employees of the Licensee) arising directly or indirectly out of the use by the Licensee of the Licensed Area. The indemnity extends to damage or injury arising as a result of the Premises not complying with the requirements of the Building Code of Australia for tourist access (including matters referred to in the BCA Report).

**7.3. PUBLIC LIABILITY INSURANCE**

If the Licensor consents to a sublicence under clause 6.2 the Licensee must require the Sublicensee, at its own expense, to take out and maintain during the currency of the Sublicence with a reputable insurance company a public liability insurance policy providing a minimum cover for any one event of $20,000,000 or such other amount as the Licensor may by notice require from time to time, covering liability in respect of injury or loss to any person arising out the sublicensee’s use of the Licensed Area and including the Licensor and the Licensee as separate insured.

**7.4. EVIDENCE OF INSURANCE**

The Licensee must, within 5 Business Days of being requested by the Licensor to do so, produce to the Licensor evidence of the insurance required by clause 7.3.

**7.5. NO WARRANTY OF SUITABILITY**

The Licensor does not warrant that the Marine Aid to Navigation is suitable or safe for tourist access in its present condition or even if all recommendations in the BCA Report are carried out. The Licensee must satisfy itself that the Marine Aid to Navigation is suitable and safe for tourist access.

**8. TERMINATION**

**8.1. EITHER PARTY MAY TERMINATE**

Either party may immediately terminate this Licence by notice to the other party if:

(a) the other party commits a material breach of any of its obligations and has not remedied the breach within 30 Business Days of receiving notice of the breach; or

(b) the Land is damaged to the extent that it is no longer suitable for the conducting of guided tours by the Licensee.

**8.2. TERMINATION BY LICENSOR**

The Licensor may immediately terminate this Licence by notice to the Licensee if tourist access to the Licensed Area jeopardises its paramount use for marine navigational purposes.

**8.3. TERMINATION BY LICENSEE**

The Licensee may terminate this Licence by giving the Licensor 30 Business Days’ notice.

**8.4. TERMINATION NOT TO AFFECT ACCRUED RIGHTS**

Termination of this Licence does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

**8.5. REMOVAL OF ARTICLES ETC. UPON TERMINATION**

Upon the termination of this Licence, the Licensee must:

(a) remove all articles of its property from the Licensed Area;

(b) remove any rubbish and leave the Licensed Area in a clean state and in good repair and condition; and

(c) repair to the satisfaction of the Licensor any damage to the Licensed Area caused by the Licensee or invitees of the Licensee.

**8.6. LICENSOR MAY CHARGE LICENSEE FOR CERTAIN COSTS**

If the Licensee fails to comply with its obligations under clause 8.5 within 30 Business Days of receipt by it from the Licensor of a notice requiring the Licensee to so comply, the Licensor may undertake the removal or repair concerned and charge the Licensee for the reasonable costs of the removal or repair. This sub clause survives the termination of this Licence.

**9. NOTICES**

**9.1. WRITING**

Any notice to be given under this Licence by one party to the other must be in writing and may be given by delivery in person, prepaid post or facsimile transmission addressed to the receiving party at the address set out in Item 7 of Schedule 1 in the case of the Licensor and Item 8 of Schedule 1 in the case of the Licensee.

**9.2. SERVICE**

Any notice given in accordance with this Licence will be deemed to have been duly served:

(a) in the case of delivery in person, when delivered;

(b) in the case of posting, at the expiration of 2 Business Days after the date of posting; and

(c) in the case of facsimile, on the first Business Day after the date of transmission (provided that the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).

**9.3. CHANGES OF ADDRESS**

If a party changes its address or facsimile number, it must, within 5 Business Days of the change, give the other party the new details.

**10. STAMP DUTY**

Unless the Licensee is exempt from stamp duty, the Licensee must pay any stamp duty payable on this Licence (including penalties and fines other than penalties and fines due to the default of the Licensor).

**11. PAYMENT FOR LICENSOR COSTS**

Payment by the Licensee to the Licensor pursuant to clauses 4.8 or 8.6 or in respect of the conducting by the Licensor of a training course referred to in clause 5.1 must be made within 30 Business Days of receipt from the Licensor of a duly prepared account.

**12. APPROVALS AND CONSENTS BY LICENSOR**

Any approval or consent that is required to be given under this Licence by the Licensor may be given only by the person performing duties in the office referred to in Item 9 of Schedule 1.

**13. TIME OF THE ESSENCE**

Time is of the essence in this Licence.

**14. ARBITRATION**

**14.1. SUBMISSION**

Any dispute arising out of this Licence must be submitted to arbitration in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations.

**14.2. COSTS**

The parties agree to share the costs of any arbitrator appointed under clause 14.1 equally between them and to pay their own respective costs of and incidental to the appointment and the arbitration.

**15. LICENSOR’S WORKS**

**15.1. LICENSOR’S WORKS**

The Licensor will carry out items ## identified in the Lighthouse Detail Report forming part of the BCA Report at the Licensor’s expense within six months of the Commencing Date.

**15.2. NO PUBLIC ACCESS**

The Licensees will not allow any member of the public to access the Licensed Area until the Licensor notifies the Licensee that the works described in clause 15.1 have been completed.

**15.3. MAINTENANCE**

The Licensor will carry out items #### identified in the Lighthouse Detail Report forming part of the BCA Report at the Licensor’s expense and as part of the Licensor’s routine cyclic maintenance program.

**SCHEDULE 1**

Item 1 Land (clause 1.1)

Item 2 Commencing Date (clause 1.1)

First day of

Item 3 Terminating Date (clause 1.1)

Thirtieth day of

Item 4 Term (clause 1.1)

25 years

Item 5 Option (clause 3.2)

25 years

Item 6

Training Courses (clause 5.2)

Maximum number

of people on course:

Duration of course:

5

2 hours

Venue for course: the Land

Cost of course: $xxx (adjusted annually in accordance with the

movement of the CPI since the Commencing Date)

Travel costs: $xx per hour (adjusted annually in accordance with the

movement of the CPI since the Commencing Date) plus travel expenses to be reimbursed on presentation of receipts

If the course is conducted in conjunction with a routine maintenance visit, no travelling costs or disbursements are to be charged.

Item 7 Contact at Licensor (clause 9.1)

Name: National Property Officer

Australian Maritime Safety Authority

Address: 25 Constitution Ave, Canberra City ACT 2600

Postal address: PO Box 2181, Belconnen ACT 2601

Telephone number: (06) 279 5645

Facsimile number: (06) 279 5950

Item 8 Contact at Licensee (clause 9.1)

Name:

Postal address:

Address:

Telephone number:

Facsimile number:

Item 9 Designation of person who may give consents or approvals

(clause 12)

Manager, Business Services and Quality Management

**SCHEDULE 2**

PLAN OF PREMISES

**SCHEDULE #**

CONDITIONS RELATING TO CONDUCTING TOURS

1 No more than 10 visitors plus the guide are allowed inside the Premises at any time.

2 Extra visitors are to remain outside the Premises until permitted to enter by the guide.

3 Visitors are to remain as one group for the duration of the inspection.

4 The supervisor must always be the first person into operational areas and the last person out.

5 Visitors are to assemble at the ground floor area. Then under direction they may proceed to the landing area below the equipment room with the supervisor following.

6 When the visitor group is assembled on the landing, the area is to be chained off and visitors are only to proceed to the equipment room landing under direct supervision.

7 No visitors are to be allowed access to the lantern room or the balcony of the lantern room unless prior permission has been given by the Licensor.

8 Movement to the equipment room balcony is to be controlled by the supervisor who must remain with the group for the duration of the visit.

9 Upon completion of the inspection of the equipment area the group must re-assemble at the landing below and only proceed down to the ground floor area when directed.

10 Under no circumstances is the Premises entrance door to remain open and unsupervised whilst a group is inside.

11 Supervisors are to ensure that equipment is not isolated or placed in an inoperative condition.

12 The Premises entrance door is to remain locked between visits.

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EXECUTED as an agreement

THE SEAL of AUSTRALIAN

MARITIME SAFETY AUTHORITY is

affixed in accordance with a resolution

of the Authority in the presence of:

)

)

)

)



Signature of witness

.....................................

Name of witness (print)

SIGNED by #

for the

in the presence of:



Signature of witness

.....................................



Signature

..................................

Name of signatory (print)

)

)

)



Signature of Minister

..................................

Name of witness (print)Name of signatory (print)

ATTACHMENT

BUILDING CODE OF AUSTRALIA REPORT

Relevant report to be included in Licence

**ANNEX E**

**COMPATIBILITY OF ADDITIONAL USES OF LIGHTHOUSES WITH THE**

**MARITIME AIDS TO NAVIGATION SERVICE – SPAIN**

COMPATIBILITY OF ADDITIONAL USES OF LIGHTHOUSES WITH THE MARITIME AIDS TO NAVIGATION SERVICE

REFERENCES

**LEGAL**

*(Law 48/2003 on the Financial System and Provision of Services of Ports of General Interest).*

**TECHNIQUE**

We recommend using the ‘ IALA Lighthouse Preservation Manual’ as a guide for the complementary uses projects.

**REQUIREMENTS**

**GENERAL REQUIREMENTS**

G-1. To defend the aid to navigation and protection of the service that the above provides, the

complementary uses of the lighthouse should respect both the rights of way that the lighthouse has established and those that (*the Ministry of Public Works*) may establish in the future, in accordance with (*Article 91.6 of Law 48/2003 on the Financial System and Provision of Services at Ports of General Interest*).

G-2. To preserve the architectural heritage that lighthouses constitute, the uses and activities authorised

to them must be in line with (*Article 94.1 of Law 48/2003 on the Financial System and Provision of Services in Ports of General Interest*).

G-3. Irrespective of the authorised use, if due to the service or the need for technological adaptation it

is necessary to modify the eventually authorised use, this will be met by the developer or manager of the complementary use, and under no circumstances will the modifications imposed for this reason be liable to compensation.

G-4. In terms of the lighthouse tower and building, no types of posters or signs may be attached,

especially those relating to advertising or trademarks.

G-5. Any type of poster or sign that refers to the complementary use of the lighthouse must be installed

on a portable structure and may only be visible during public opening times.

G-6. External renovation of both the lighthouse building and tower must be carried out preserving its

original appearance, primarily if it is classified as being of cultural interest or is located within a protected monument site.

G-7. The project must contemplate an assessment of the risks derived from visitor traffic, which takes

into account possible liabilities and ensures the availability of suitable resources to control it. Particular care will be taken in terms of protection due to the existence of slopes, voids or natural accidents that may constitute potential risks to persons.

G-8. The project must comply with all current regulations in terms of electrical installations and health

and safety and any others that may apply.

**TECHNICAL REQUIREMENTS**

T-1. The night-mark signal must not be affected. Possible lighting of the building and its surroundings

must be carried out so as not to obscure the lighthouse light or interfere with it.

T-2. The day-mark signal must not be affected. The appearance, colour and shape of the tower must not

change, as this constitutes the day-mark recognition signal for seafarers.

T-3. Should any form of landscaping be contemplated, this must be carried out taking into account the

above T-1 and T-2 technical requirements, bearing in mind the growth of plant species.

T-4. If there is any illuminated sign, it will not be visible form the sea, it must be below the focal plane

of the lighthouse and the light must be established in a colour other than red, green, blue, white or amber.

T-5. For the maritime signal, the project must reserve not only the lighthouse tower, but also sufficient

space for auxiliary equipment and control and maintenance technical services.

T-6. Access to the lighthouse enclosure and the lighthouse itself will be allowed, without any restriction,

to Port Authority personnel or other personnel authorised to carry out control and maintenance operations.

T-7. Access, from the outside, to the technical areas reserved for the maritime signal will be

independent from the one provided for any other type of activity intended to be carried out in the lighthouse building. Should this not be possible, it must be duly justified in the project.

T-8. The areas reserved specifically for the use, control and maintenance of the maritime signal must be

appropriately signed with pictograms prohibiting access.

T-9. Electricity and water supplies, etc. for the maritime signal area will be totally independent from

those of the area set aside for other uses. In cases where this does not occur, it must be duly justified. However, the lighthouse light electricity supply (maritime signal), both the main and the reserve ones, will be independent from any other use in the lighthouse.

T-10. The project must guarantee the electromagnetic compatibility of the electric or electronic devices

planned for installation with those already in the maritime signal. The Port Authority takes no responsibility for possible interferences caused by existing or future maritime signal equipment, or for its effect on people’s health.

T-11. In the event that the planned complementary uses entail renovation work, smoke outlets must

project so that they do not steam up the lighthouse lantern.

T-12. There will be no parking facilities near the lighthouse tower and vehicles will be controlled within

the enclosure to prevent vibrations and possible confusion to seafarers from their headlights, among other effects.

**ANNEX F AGREEMENT FOR SITING THIRD PARTY EQUIPMENT AT A LIGHTHOUSE –**

**THLS ENGLAND**

**TERMS OF AGREEMENT FOR THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES**

These Terms of Agreement shall be read together and in conjunction with the attached Conditions of Agreement for the Siting of Equipment at Trinity House Premises.

|  |  |  |  |
| --- | --- | --- | --- |
| **Agreement Number** | |  | |
| **Parties** | (1) The Corporation of Trinity House of Deptford Strond of Trinity House Tower Hill London EC3N 4DH (hereinafter called ‘the Licensor’)  (2) **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (hereinafter called ‘the Licensee’) | |  |
| **Premises** (hereinafter called ‘the Premises’) | | **XXXXXXXXXXXXXXXXXXXXXX** |  |
| **Description of Equipment** (hereinafter called ‘the Equipment’) | | **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXX** |  |
| **Date of Commencement of Agreement (hereinafter called the ‘Commencement Date’)** | | **XXXXXXXXXXXXXXX** |  |
| **Term** | | **XXXXXXXXXXXXXXXX** |  |
| **Period of Notice required for Termination** | | **XXXXXXXXXXXXXXXXXX** |  |
| **Fee** | | **XXXXXXXXXXXXXXXXXXX** |  |
| The Licensor and the Licensee hereby agree that the Equipment shall be sited at the Premises in accordance with these Terms of Agreement and the attached Conditions of Agreement for the Siting of Equipment at Trinity  House Premises.  Signed for and on behalf of the Licensor by .................................................  in the presence of  Name................................................................................................................................  Address............................................................................................................................. | | |  |
| Signed on behalf of the Licensee by ...........................................................  in the presence of  Name................................................................................................................................  Address...................................................................................................................... ...... | | |  |

|  |  |
| --- | --- |
| .................................................................................................................. ..................... |  |
| Dated |  |
|  | |

**CONDITIONS OF AGREEMENT FOR THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES**

1. TERM

1.1 This Agreement shall be for the Term set out in the Terms of Agreement and shall continue thereafter on the same terms and conditions until determined by either party giving to the other in writing the period of notice specified in the Terms of Agreement expiring at any time or as hereinafter provided.

2. FEES

2.1 The Fee set out in the Terms of the Agreement shall be payable annually in advance on the Commencement Date and each anniversary of the Commencement Date.

2.2 The Fee shall be subject to review after one year and each successive year thereafter.

2.3 The Licensee shall be responsible for the cost of any consents or permissions required by the Licensor or the Licensee in respect of the siting of the Equipment at the Premises.

2.4 The Licensee shall meet any costs arising in connection with the provision of access to the Premises.

2.5 The Licensee shall meet all costs arising in connection with the preparation of this Agreement.

3. GENERAL

3.1 In this Agreement words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa; words in the singular shall include the plural and vice versa.

3.2 In the event of any conflict between the Terms and Conditions of this Agreement and its Schedules , the Terms and Conditions of Agreement shall prevail.

3.3 The Licensee shall at all times when carrying out activities permitted under this Agreement at the Premises comply with all relevant health, safety and environmental legislation and guidelines and adopt proper working practices in accordance with the Licensor’s Health, Safety and Environmental Objectives Policy (summary given in Schedule III to this Agreement) and the respective rights, duties and responsibilities of the Licensor and Licensee in respect of health and safety as set out in Schedule I to this Agreement.

3.4 The Licensee shall not do any act or thing which may hinder or prevent the Licensor from carrying out

its duties as a General Lighthouse Authority in particular:

3.4.1 not obscure the light from any of its lighthouses.

3.4.2 not interfere in any way whatsoever with any signals emitted from or transmitted to any of

the Licensor's premises, the Licensor having the absolute power to determine what is or is likely to be the cause of any interference.

3.5 If in the opinion of the Licensor the Equipment causes or is suspected of causing interference to any of the Licensor's aids to navigation or any other equipment the Licensee shall be required to cease operation of the Equipment immediately.

3.6 The Licensee shall keep the areas occupied by the Equipment clean and tidy and not let any materials accumulate which could present a fire safety or health hazard.

3.7 The Licensor and the Licensee hereby agree and declare as follows:

3.7.1 that it is not the intention of either of them to create by this Agreement the relationship of

landlord and tenant.

3.7.2 that legal possession and control of the Premises shall at all times remain vested in the

Licensor and the Licensee shall not hereby acquire any estate or interest therein.

3.7.3 that the extent of the Premises to be occupied by the Equipment shall be that as the Licensor

may determine from time to time

4. INSTALLATION AND REMOVAL

4.1 The Licensee shall submit in writing a specification for the Equipment and the method of installation known collectively as ‘the Works’ to the Licensor's Asset Manager at Trinity House, The Quay Harwich, Essex, CO12 3JW for approval prior to installation.

4.2 The Works must comply with the Third Party Temporary Installation Requirements described at

Schedule II to this Agreement.

4.3 The Works may not proceed:

4.3.1 until approval is given in writing by the Licensor.

4.3.2 unless an authorised representative of the Licensor is present at the Premises.

4.4 Any variation to the Works may only be made with the prior written approval of the Licensor and shall be subject to the provisions of this Agreement.

4.5 The Works will be carried out by the Licensee at the expense of the Licensee who shall be responsible for and meet the cost of making good any damage howsoever caused to the property of the Licensor.

4.6 The Equipment shall remain the property and responsibility of the Licensee who shall remove the Equipment on the expiration of this Agreement howsoever arising and meet the cost of making good at its expense any damage howsoever caused to the property of the Licensor.

5. ACCESS

5.1 The Licensee and/or its servants and agents shall only visit the Premises with the prior approval of the Licensor.

5.2 Routine visits to the Premises for the taking of readings and maintenance of the Equipment shall take place at such intervals as may be agreed between the parties in writing.

5.3 In the event of an emergency visit to the Premises being required the Licensee shall first contact the Licensor's Operations and Planning Centre at Trinity House Depot, Harwich (telephone 01255 245 012) to agree a suitable time for the emergency visit.

5.4 The Licensee shall not visit the Premises unless supervised by an authorised representative of the

Licensor.

6. POWER SUPPLY

6.1 The power supply for the Equipment shall be taken from the non-essential services section of the supply system. The Licensor shall not be held liable in the event of any interruption to that supply.

6.3 The Licensee shall provide and meet the cost of any emergency power supply required in connection with the Equipment.

7. LIABILITIES

7.1 The Licensee shall indemnify and hold harmless the Licensor its servants and agents from and against any losses damages liabilities actions claims costs and demands of whatsoever nature howsoever arising resulting from the installation and operation of the Equipment whether or not resulting from the negligence of the Licensee its servants or agents.

7.2 The Licensee shall maintain liability insurance cover of not less than £2,000,000 to meet any claim arising under this Agreement.

7.3 This Agreement does not in any way imply a responsibility on the Licensor for the service provided by the Equipment.

8. BREACH OF CONDITIONS

8.1 The Licensor may terminate this Agreement without previous notice in writing at any time if:-

8.1.1 any sum payable by the Licensee remains unpaid for more than 28 days whether formally

demanded or not.

8.1.2 the Licensee fails to remedy any breach of obligation under the provisions of this Agreement

within a reasonable time of being requested to do so including failure or inability to remedy its obligations in clauses 3.4 to 3.6.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1 The Licensee shall not be entitled to assign or sub-contract any portion of this Agreement without the prior written consent of the Licensor. Sub-contracting any part of the Agreement shall not relieve the Licensee of any obligation or duty attributable to him under this Agreement or these conditions.

9.2 If the Licensor consents to the placing of sub-contracts, a copy of each sub-contract shall be sent by the Licensee to the Licensor immediately it is issued.

10. BANKRUPTCY AND INSOLVENCY

10.1 If the Licensee shall become bankrupt or insolvent or shall suspend payment or make any conveyance or assignment of its estate and effects or the principal part thereof for the benefit of its creditors or being a public company shall have an Order to wind up made against it or there shall be passed a Resolution for Voluntary winding up or suffer any execution to be levied on its property then in such case and immediately upon the happening of such event it shall be lawful for the Licensor after notification in writing to the Licensee to terminate this Agreement.

11. EXTENT

11.1 The provisions of this Agreement (and its Schedules) shall from the date of this Agreement constitute the entire agreement between the parties and supersede and have precedence over any previous and pre-existing formal or informal arrangements or agreements between the Licensor and the Licensee in respect of the siting of the Equipment or any other equipment at the Premises.

12. NOTICES

12.1 Any notices or other communications given under this Agreement shall be given in writing and in the case of those given to the Licensor shall be sent to the Deputy Secretary, Trinity House, Tower Hill, London, EC3N 4DH and in the case of the Licensee to its company secretary at its registered office.

12.2 Any such notice or other communication shall be deemed to have reached the party to whom it is addressed - in the case of fax, electronic or digital transmissions on the same day provided receipt is confirmed and in the case of a letter or personal delivery on the day of receipt by the person to whom it is addressed.

13. HEADINGS

13.1 The headings in this Agreement are included for ease of reference only and shall not affect the interpretation or construction of the Agreement in any respect.

14. LAW AND JURISDICTION

14.1 This Agreement is governed by English Law and any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts.

**SCHEDULE I**

**SCHEDULE OF RIGHTS DUTIES AND**

**RESPONSIBILITIES IN RESPECT OF HEALTH AND SAFETY**

**REFERRED TO IN THE CONDITIONS OF AGREEMENT FOR**

**THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES**

All Licence Agreements with the Licensor shall contain the following conditions concerning the rights duties and responsibilities in respect of health and safety when undertaking the Works. Licensees are required to note and comply with these conditions and consult with the Authorised Representative of the Licensor on any additional safety precautions, which may be required in relation to the nature of the work to be undertaken.

1. The Licensee will carry out the Works in a safe and efficient manner, in accordance with the Health and Safety at Work Act 1974 and related Acts and Regulations including the maintenance of statutory records ensuring that the Licensee places no person under its control or any other person or persons who may be affected by its actions, in danger.

2. The Licensee will supply its servants agents and sub-contractors with Personal Protective Equipment suitable for the work to be undertaken and comply with the Personal Protective Equipment at Work Regulations 1992.

3. The Licensee will provide its servants agents and sub-contractors with first aid facilities.

4. The Licensee shall ensure that its servants agents and sub-contractors have received appropriate training in relation to the Works and provide the Licensor with such information as the Licensor may require in this respect.

5. The use of substances hazardous to health as defined in the Control of Substances Hazardous to Health Regulations 1999 (COSHH) will be notified to the Licensor's Authorised Representative and the manufacturers data-sheets for those substances forwarded to the Licensor's Authorised Representative for his information, and approval, in each case.

6. 6.1 The Licensee shall record any accidents occurring on the Premises to its servants, agents and sub-

contractors in connection with this Agreement in the Accident Book held on the Premises.

6.2 Any accidents/incidents deemed reportable to the Health and Safety Executive under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) shall be notified to the Licensor's Authorised Representative as soon as possible after the incident and in any event within 24 hours.

7. The Licensee is to carry out a ‘ Risk Assessment’ and prepare a ‘ Method Statement’ in accordance with the Management of Health and Safety at Work Regulations 1999 as amended (MHSW) and when required provide a written report to the Licensor's Authorised Representative for consideration prior to work commencing.

8. The Licensee shall be responsible for disposing safely of any waste products arising in connection with work carried out under this Agreement.

9. The Licensee shall allow the Licensor to inspect the Licensee's workplace and systems of work at any

reasonable time.

10. Should the Licensee not fulfil any of its duties as detailed in 1-9 above or adopts any unsafe practices the Licensor reserves the right to stop the Works.

11. The Licensor will make available at the Premises to the Licensee its servants agents and sub-contractors a copy of its Health, Safety and Environmental Policy and the Licensee its servants agents and sub-contractors

shall comply with the provisions of the Licensor's Health, Safety and Environmental Policy at all times when on the Premises.

NB. All references above to the ‘ Licensor's Authorised Representative’ shall mean the person referred to in clause

4.1 of the Conditions of Agreement for the Siting of Equipment at Trinity House Premises.

**SCHEDULE II**

***Third Party Equipment***

***Temporary Installation Requirements***

TRINITY HOUSE AIM

‘TO DELIVER A RELIABLE, EFFICIENT AND COST EFFECTIVE ‘AIDS TO NAVIGATION SERVICE’ FOR THE BENEFIT AND SAFETY OF ALL MARINERS’

HEALTH & SAFETY AND ENVIRONMENTAL OBJECTIVES POLICY STATEMENT

The Health & Safety and Environmental objectives of TH are:

. To ensure safety at sea;

. Prevention of human injury or loss of life;

. Avoidance of damage to the environment.

In pursuance of these objectives TH is committed to:

. Providing for safe practices in operations both in ships and ashore;

. Providing a safe working environment;

. Establishing safeguards against all identified risks;

. Continuously improving health and safety management skills of employees including preparing for emergencies related both to safety and environmental protection;

. Continuously improving our health and safety performance by proven conformity to accepted British and International safety management standards and quality systems, recognising legal requirements are the minimum standard;

. Striving to maintain a positive health and safety culture with the ultimate goal of reducing ill health and accidents to an absolute minimum, eliminating them where possible;

. Optimising the consumption of non-renewable resources within practical constraints;

. Investing sufficiently in its assets and resources to meet regulatory obligations in respect of safety and the environment.

The TH Management System will ensure:

. Compliance with legislation, mandatory rules and regulations.

Applicable codes, guidelines and standards relative to TH business are taken into account.

MANAGEMENT SYSTEM POLICY STATEMENT

*Trinity House (TH) shall be managed in a systematic, integrated, consistent and cost-effective manner within the framework of the Management System, which encourages continuous improvement and has due regard for safety, the environment and the national heritage.*

TH objectives shall be established by the Executive Committee, documented within the Strategic Plan and reviewed periodically.

To demonstrate the above, the Management System, which derives from the established business process of TH, will be certified against the requirements of BS EN ISO 9001:2000 Quality Management Systems; BS EN ISO 14001:2004 Environmental Management Systems; the International Safety Management Code 2002 (ISM Code) and BS 8800: 2004 Occupational Health & Safety Management Systems validated by the RoSPA Quality Safety Audit (QSA).

Rear Admiral J M de Halpert Executive Chairman

03 August 2006

**THIS AGREEMENT** is made the day of March 2024

**BY AND BETWEEN**

A \*\*\*Lighthouse Authority of Deptford Strond a Royal Charter company with registered number RC000622 of \*\*\*Lighthouse Authority, Tower Hill, London, EC3N 4DH (\*\*\*Lighthouse Authority) and

B ………………..

(“Licensee”).

**WHEREAS**

I \*\*\*Lighthouse Authority is the General Lighthouse Authority for all lighthouses, buoys and beacons within its lighthouse area (as defined in Section \*\*\* of the \*\*\*Act and is the owner of the land and buildings situated at and known as \*\*\* Lighthouse.

II \*\*\*Lighthouse Authority wishes to grant the Licensee, and the Licensee wishes to accept a licence to give Tours of the Lighthouse to visiting members of the public, including visits by groups from educational and other establishments and to operate a Visitor Centre.

III Each Party confirms that it has the necessary authority to enter into this Agreement.

**1 DEFINITIONS**

In this Agreement the following words and expressions shall have the meaning hereby assigned to them unless otherwise specified:

**“Attendant”** shall mean the contractor appointed from time to time by \*\*\*Lighthouse Authority to provide attendant services and carry out general husbandry duties at the Lighthouse.

**“Commencement Date”** shall have the meaning given in Clause 3.

**“Intellectual Property Rights”** means  patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Licence Fee”** shall be 25,000 per annum + tax.

**“Lighthouse”** shall mean \*\*\* Lighthouse comprising the area marked ‘Tower’ on the plan attached as Appendix 1.

**“Responsible Person”** shall mean a representative of the Licensee, agreed by \*\*\*Lighthouse Authority, qualified in first aid and trained in all duties associated with giving Tours.

**“Term”** shall have the meaning given in Clause 3.

**“Tours”** shall mean the tours of the Lighthouse by the Licensee in accordance with the provisions of this Agreement.

**“\*\*\*Lighthouse Authority Corporate Brand”** shall mean the style, designs, characteristics, colours, photographs, images, symbols, legends, logos, marks, heritage and values, or a combination of these, or other things or signs (including trademarks) belonging to or associated with \*\*\*Lighthouse Authority and its business which distinguishes \*\*\*Lighthouse Authority from any other party.

**“\*\*\*Lighthouse Authority Representative”** shall mean \*\*\*, \*\*\* Manager based at \*\*\*Lighthouse Authority, \*\*\*\* telephone 0\*\*\* 2\*\*\*\*, e-mail [\*\*\*@\*\*\*.com](mailto:***@***.com) duly authorised by \*\*\*Lighthouse Authority to provide guidance in respect of the operation and management of this Agreement and the main point of contact for all Licensee enquiries.

**“Visitor Centre”** shall mean the area within \*\*\* Lighthouse indicated in the plan attached as Appendix 1.

###### 2 GENERAL

2.1 In this Agreement words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa; words in the singular shall include the plural and vice versa**.**

2.2Any reference to a Clause, Schedule or Annex is a reference to that Clause, Schedule or Annex to this Agreement.

2.3The Schedules and / or Annexes attached to this Agreement shall form part of this Agreement and a reference to “this Agreement” includes a reference to the Schedules and Annexes.

2.4 The terms and conditions of this Agreement shall prevail over the Schedules and Annexes to the extent that there is any inconsistency between them.

* 1. Reference to any law or statute includes a reference to that law or statute as from time to time amended and to any orders, statutory instruments or regulations made under that law or statute.

###### 3 TERM

3.1The Term of this Agreement shall be for a period of five years from 1 April 2024 (“the Commencement Date) to 31 March 2029 (“the Term”) unless the Agreement is terminated earlier in accordance with the terms of this Agreement.

###### 4. LICENCE FEE

4.1 \*\*\*Lighthouse Authority shall invoice the Licensee in respect of the annual Licence Fee in accordance with the Second Schedule as updated and reissued each year by \*\*\*Lighthouse Authority in accordance with clause 4.5.

4.2 Invoices shall be paid by the Licensee within 30 days of the invoice date.

4.3 If the Licensee fails to make payment due to the other party under this clause by the due date, then the Licensee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the National Bank base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

4.4 The Licence Fee may be reviewed on each anniversary of this Agreement by \*\*\*Lighthouse Authority notifying the Licensee of any change. Any increase in the Licence Fee shall be no more than the change in the published Price Index between the immediately preceding anniversary and the next anniversary of the Agreement.

**5 USE OF LIGHTHOUSE**

5.1 \*\*\*Lighthouse Authority grants to the Licensee a licence to use designated areas of the Lighthouse and the Visitor Centre for the purposes of providing Tours for the Term on the conditions contained in this Agreement.

5.2 The Licensee shall not do anything at the Lighthouse which in the reasonable opinion of \*\*\*Lighthouse Authority hinders or prevents its functions as a General Lighthouse Authority within the meaning of Part \*\*\* of the \*\*\* Act.

5.3The use of the Lighthouse by \*\*\*Lighthouse Authority shall take precedence over the Licensee’s use and (for the avoidance of doubt) \*\*\*Lighthouse Authority shall be entitled to suspend access to the Lighthouse and Visitor Centre at any time where \*\*\*Lighthouse Authority reasonably considers it necessary to do so to carry out its functions as a General Lighthouse Authority within the meaning of Part \*\*\* of the Act, including in addition any VIP, ceremonial or official events associated with \*\*\*Lighthouse Authority in which case \*\*\*Lighthouse Authority shall give the Licensee as much notice as reasonably practicable of the requirement for such closure.

#### The Licensee shall not install equipment, alter the premises in anyway or erect displays at the Lighthouse or Visitor Centre without the prior written consent of \*\*\*Lighthouse Authority (which may be given or refused in \*\*\*Lighthouse Authority's absolute discretion) provided always that any such equipment so installed or displays so erected or alterations to the Lighthouse or Visitor Centre by the Licensee must be removed on termination of this Agreement, or as and when required for operational purposes as decided by \*\*\*Lighthouse Authority, and the Licensee shall make good any damage to the reasonable satisfaction of \*\*\*Lighthouse Authority at the Licensee’s expense.

#### 5.5 The Licensee shall co‑operate with the Attendant and any other third party who has the consent of \*\*\*Lighthouse Authority to be at the Lighthouse or Visitor Centre. The Licensee shall follow directions given by the Attendant in connection with any reasonable requirement of \*\*\*Lighthouse Authority in relation to the Lighthouse.

5.6 \*\*\*Lighthouse Authority shall have the right to accompany a Tour where it considers it appropriate to do so.

#### 6 \*\*\*LIGHTHOUSE AUTHORITY OBLIGATIONS

In addition to other obligations of \*\*\*Lighthouse Authority pursuant to this Agreement, \*\*\*Lighthouse Authority shall:

6.1keep the Lighthouse and Visitor Centre in good condition and safe working order (with instructions for use where appropriate) and ensure that the Lighthouse and Visitor Centre complies in all respects, including but not limited to the water, gas and electricity supplies, with current legislation or guidance issued by the statutory Health and Safety body;

6.2 provide guidance to the Licensee upon the commencement of the agreement, and thereafter at \*\*\*Lighthouse Authority’s discretion on an acceptable format for the Tours which shall be interesting, educational and reflect the corporate values, mission and heritage of \*\*\*Lighthouse Authority as may be advised to the Licensee from time to time;

6.3 provide access to the Trip Advisor account, Google listing and social media accounts for the Lighthouse and Visitor Centre or where such listings do not exist, the rights to set one up and manage it for the duration of this Agreement; and

6.4 promptly approve any requests from the Licensee to approve any employees as Responsible Persons and not to withhold any approval unreasonably.

###### 7 LICENSEE’S OBLIGATIONS

In addition to other obligations of the Licensee pursuant to this Agreement, the Licensee shall:

7.1 comply with all statutory requirements and guidelines in force when carrying out the Tours.

* 1. make it clear to third parties at all times that it has no authority to bind \*\*\*Lighthouse Authority and shall not enter into any contracts, make any representation or give any warranty for or on behalf of \*\*\*Lighthouse Authority or pledge credit to \*\*\*Lighthouse Authority;
  2. ensure that a Responsible Person is present at the Lighthouse during the Tours.
  3. ensure that the number of persons inside the Lighthouse tower, with the exception of the base of the Lighthouse tower does not exceed twenty (20) persons including tour guides at any one time,
  4. ensure that visiting members of the public do not access the exterior Lighthouse lantern gallery, and comply with the current \*\*\*Lighthouse Authority Health & Safety Visitor Risk Assessment (attached to this Agreement at Annex A) and Restrictions (attached to this Agreement as Annex B);
  5. not go upstairs at the Lighthouse during the hours of darkness;
  6. provide the Tours with reasonable care and skill in accordance with the guidance on acceptable format provided by \*\*\*Lighthouse Authority;
  7. undertake a risk assessment in relation to Tours and comply with any recommendations arising therefrom;
  8. not offer or operate activities outside of the scope of the Tours and the use of the Visitor Centre or Lighthouse without the prior written permission of \*\*\*Lighthouse Authority;
  9. keep up to date and accurate the Trip Advisor account, Google listing, social media accounts and any websites pertaining to the Lighthouse and Visitor Centre, responding to any adverse comment or complaint in a professional and ethical manner;
  10. ensure that the Lighthouse and Visitor Centre is kept clean and tidy following Tours and when the Visitor Centre is open for public access;
  11. comply with the reasonable instructions of \*\*\*Lighthouse Authority in relation to the security of the Lighthouse and Visitor Centre; and
  12. where requested to do so by \*\*\*Lighthouse Authority, and on no more than on a quarterly basis in any year, the Licensee shall provide confirmation to \*\*\*Lighthouse Authority as to the number of Tours conducted at the Lighthouse and/or Visitor Centre and the numbers of persons attending such Tours;

7.14 not to do or suffer to be done anything at the Lighthouse or Visitor Centre that may become a source of nuisance, annoyance, inconvenience, to \*\*\*Lighthouse Authority or to neighbouring premises or landowners.

**8 ADVERTISING, PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS**

* 1. Any advertising, publicity, press release or signage produced by the Licensee or \*\*\*Lighthouse Authority in relation to the Lighthouse, Visitor Centre and / or Tours which uses the other party’s Corporate Branding must receive prior written (which includes email) approval of the other party. For the avoidance of doubt, once approval has been granted, only material changes require further approval.
  2. \*\*\*Lighthouse Authority and the Licensee acknowledge as follows:
     1. all rights in \*\*\*Lighthouse Authority’s Corporate Branding, including any goodwill associated with them, shall be the sole and exclusive property of \*\*\*Lighthouse Authority, and, save as expressly provided in [Clause 8.1](https://uk.practicallaw.thomsonreuters.com/8-505-8666?originationContext=document&transitionType=DocumentItem&contextData=(sc.Default)&ppcid=6a7b17cfd8a544d194189289e68872e0&comp=pluk&view=hidealldraftingnotes" \l "co_anchor_a745291), the Licensee shall not acquire any rights in \*\*\*Lighthouse Authority’s Corporate Branding, nor in any developments or variations of them;
     2. all rights in the Licensee’s Corporate Branding, including any goodwill associated with them, shall be the sole and exclusive property of the Licensee and, save as expressly provided in [Clause 8.1](https://uk.practicallaw.thomsonreuters.com/8-505-8666?originationContext=document&transitionType=DocumentItem&contextData=(sc.Default)&ppcid=6a7b17cfd8a544d194189289e68872e0&comp=pluk&view=hidealldraftingnotes" \l "co_anchor_a204588), \*\*\*Lighthouse Authority shall not acquire any rights in the Licensee’s Corporate Branding, including any developments or variations of them.

8.3 The Licensee and \*\*\*Lighthouse Authority shall use reasonable endeavours to discuss with the other party any planned significant additional advertising, publicity or press release pertaining to the Lighthouse or Visitor Centre beyond the usual marketing, advertising (including, in addition, social media and web-based advertising) or publicity arising pursuant to the activities covered by this Agreement.

**9 MERCHANDISE**

9.1 \*\*\*Lighthouse Authority may, at its discretion, offer the Licensee the opportunity to purchase branded merchandise to sell in the Visitor Centre or provide free of charge literature or promotional materials for display and distribution in the Visitor Centre.

**10 EXHIBITIONS**

10.1 Should \*\*\*Lighthouse Authority loan exhibition, display and/or artefact material to the Visitor Centre all such material shall remain under the management of \*\*\*Lighthouse Authority at all times.

10.2 The Licensee shall submit any requests for changes, additions or movement of exhibition, display or artefact material to \*\*\*Lighthouse Authority.

1. **MAINTENANCE**

11.1\*\*\*Lighthouse Authority is responsible for all property and maintenance costs at the Lighthouse and Visitor Centre. The Licensee shall promptly submit all requests for maintenance of the Lighthouse to \*\*\*Lighthouse Authority and shall not arrange or carry out any maintenance work at the Lighthouse without the prior permission of \*\*\*Lighthouse Authority.

11.2 \*\*\*Lighthouse Authority shall advise the Licensee of any planned maintenance to the Lighthouse and/or Visitor Centre and shall use reasonable endeavours to carry out maintenance on such dates, at such times and in a manner which causes minimal disruption to the Licensee (acting reasonably).

#### HEALTH, SAFETY & ENVIRONMENT

* 1. The Licensee shall carry out the Tours in accordance with the First Schedule to ensure the:

1. Safety of visitors
2. Conservation of the building
3. Preservation of the natural heritage and the environment

## 13 EQUALITY & DIVERSITY

13.1 The Licensee shall, and shall procure that the Licensee’s personnel comply with any applicable anti-discrimination legislation in force.

## 14 RELATIONSHIP BETWEEN THE PARTIES

14.1 Nothing in this Agreement shall constitute the creation, establishment or relationship of partnership, joint venture, or employer or employee between the Parties.

**15 ANTI BRIBERY, FRAUD AND CORRUPTION**

Each party shall in relation to this Agreement:

* 1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and/or fraudulent acts (“Relevant Requirements”);
  2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  3. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and
  4. promptly notify the other party (in writing) if it becomes aware of any breach of [Clause 15.1](https://uk.practicallaw.thomsonreuters.com/Document/Ie07abe3a09f711e498db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad74016000001867f2d33c7733fbe17%3Fppcid%3D1a2c25f17a384b929ffdfea2ef5f71c3%26Nav%3DKNOWHOW_TOPIC_UK%26fragmentIdentifier%3DIe07abe3a09f711e498db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Default%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=76f0cd185d4edf32bb3d68cd93f3cd0b&list=KNOWHOW_TOPIC_UK&rank=9&sessionScopeId=1982b6ccd7dc90f0d0d907adb9caaef620af4017f1d3bd6968f6df1711fd386f&ppcid=1a2c25f17a384b929ffdfea2ef5f71c3&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Default)&comp=pluk&navId=CE6A5F5CF5C45C541FA1FF5569835347" \l "co_anchor_a396312) or [Clause 15.2](https://uk.practicallaw.thomsonreuters.com/Document/Ie07abe3a09f711e498db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad74016000001867f2d33c7733fbe17%3Fppcid%3D1a2c25f17a384b929ffdfea2ef5f71c3%26Nav%3DKNOWHOW_TOPIC_UK%26fragmentIdentifier%3DIe07abe3a09f711e498db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Default%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=76f0cd185d4edf32bb3d68cd93f3cd0b&list=KNOWHOW_TOPIC_UK&rank=9&sessionScopeId=1982b6ccd7dc90f0d0d907adb9caaef620af4017f1d3bd6968f6df1711fd386f&ppcid=1a2c25f17a384b929ffdfea2ef5f71c3&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Default)&comp=pluk&navId=CE6A5F5CF5C45C541FA1FF5569835347" \l "co_anchor_a313453), or it or any person associated with it receives a request or demand for any undue financial or other advantage in connection with the performance of this agreement.

**16 LIABILITY & INSURANCE**

16.1 The Licensee shall indemnify \*\*\*Lighthouse Authority, its servants and agents against all actions, claims, demands, costs and expenses whatsoever or howsoever arising incurred by or made against \*\*\*Lighthouse Authority, its servants or agents in respect of any loss or damage to property, personal injury or death, caused as a result of any negligent act or omission by the Licensee, its servants or agents, or non-performance by the Licensee, its servants or agents of its obligations under this Agreement (except in circumstances where caused by the negligence of \*\*\*Lighthouse Authority). Nothing in this clause shall restrict or limit \*\*\*Lighthouse Authority's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

16.2 Nothing in this Clause 16 shall exclude or restrict liability of \*\*\*Lighthouse Authority for death or personal injury arising from its negligence.

16.3 The Licensee shall have in force with a reputable insurance company during the Term all insurance required by law in relation to the Tours, including but not limited to:

1. Public and products liability insurance in the sum of not less than 5 Million or any one incident and unlimited in total in any one policy year
2. Employers’ liability insurance in compliance with current legislation.

16.4 On written request, the Licensee shall provide \*\*\*Lighthouse Authority with copies of all insurance certificates referred to in this Clause 16.

**17 FORCE MAJEURE**

17.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving immediate written notice to the affected party.

**18 CONFIDENTIALITY & TRANSPARENCY**

18.2 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Agreement, each Party shall:

1. treat the other Party's information of a confidential nature as confidential and safeguard accordingly; and
2. not disclose the other Party's information of a confidential nature to any other person without the owner’s prior written consent.

18.3 Clause 18.2 shall not apply to information which:

1. is in the public domain other than by a breach of the Agreement;
2. was lawfully in the possession of the other party before the disclosure under the Agreement took place;
3. is obtained from a third party who is free to disclose it; or
4. a party is required to disclose by law.

18.4 The provisions of this Clause 18 shall apply during the continuance of this Agreement and after its termination howsoever arising.

#### 19 TERMINATION

19.1 This Agreement shall continue in force for the duration of the Term (unless terminated earlier for any reason) but without prejudice to any claim, which \*\*\*Lighthouse Authority may have against the Licensee in respect of any breach or non-observance of the covenants and conditions contained herein.

19.2 Either party may forthwith terminate this Agreement by giving notice in writing to the other if at any time the other Party:

1. is in breach of any of the material terms or conditions of this Agreement and, where such breach is capable of remedy fails to remedy it within 30 days of being given written notice of such breach by the other Party giving full particulars of the breach and requiring it to be remedied;
2. goes into liquidation or becomes bankrupt (or the equivalent situations);
3. is engaged in activities, either by commission or omission, which amount to dishonest conduct.

19.3 Notwithstanding any other provision to the contrary either Party may terminate this Agreement without cause by giving not less than 3 months’ notice in writing to the other Party.

19.4 On termination of this Agreement, the Licensee shall return to \*\*\*Lighthouse Authority any materials, documents or other items, which have been supplied by \*\*\*Lighthouse Authority to the Licensee for the purpose of this Agreement as well as ceasing to access and use the Trip Advisor account, Google listing, social media accounts and any websites pertaining to the Visitor Centre.

**20 THIRD PARTIES**

20.1 This Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

#### 21 ASSIGNMENT & SUBCONTRACTING

21.1 The Licensee shall not be entitled to assign or subcontract any of its duties or responsibilities under this Agreement without the consent of \*\*\*Lighthouse Authority.

21.2Where \*\*\*Lighthouse Authority consents to a subcontract, the Licensee shall send a copy of that subcontract to \*\*\*Lighthouse Authority immediately it is issued.

21.3 Subcontracting shall not relieve the Licensee of any obligation, duty or liability   
 attributable under this Agreement.

**22 NOTICES**

22.1Any notice given in pursuance of any of the provisions of this Agreement shall be in writing and shall be delivered by electronic communication, hand or sent by prepaid registered post in the case of \*\*\*Lighthouse Authority to the Representative at \*\*\*Lighthouse Authority, at \*\*\*\*\*\*\*(address)\*\*\*\*\*, E-mail \*\*\*@\*\*\*.com in the case of the Licensee to its address referred to above (or an alternative address notified to the other party) and shall be deemed to be received by the addressee:

1. At the time of transmission if delivered by electronic means;
2. On the first business day following the date of delivery, if delivered by hand; and
3. On the fifth business day after posting, if sent by prepaid registered post.

22.2In the event that \*\*\*Lighthouse Authority operations or some other cause or causes outwith the control of \*\*\*Lighthouse Authority and Licensee require the Lighthouse to close for a period of more than 28 days then this Agreement shall be suspended accordingly **AND** in such a case \*\*\*Lighthouse Authority shall give as much notice as is reasonably possible of any such closure. Where such closure continues for a period of more than 3 months, then the Licensee may terminate this Licence with immediate written notice.

23 **ENTIRE AGREEMENT**

###### 23.1 This Agreement represents the entire understanding and agreement between the Parties in relation to its subject matter and supersedes all previous or pre-existing formal or informal negotiations, understandings, arrangements or agreements between \*\*\*Lighthouse Authority and the Licensee in relation to its subject matter.

###### 24 AMENDMENTS

24.1 Any variation to a provision of the Schedules, Annexes or the Related Documents shall be made in writing (including exchange of emails) between the \*\*\*Lighthouse Authority Representative and the Licensee.

24.2 Any other variation to the terms and conditions of this Agreement shall be made in writing and signed by a duly authorised representative of each of the Parties.

**25 WAIVER**

25.1 No delay or omission by \*\*\*Lighthouse Authority in exercising any of its rights or remedies under this Agreement or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

**26 SEVERABILITY**

26.1If any provision of this Agreement becomes invalid, illegal or unenforceable, the Parties will endeavour to act in good faith to agree the terms of a provision that may be substitute for the invalid, illegal or unenforceable provision. The invalidity, illegality or unenforceability of any provision will not affect the remaining provisions of this Agreement.

## 27 COSTS

27.1 Each party shall bear its own costs with regard to the preparation and completion of this Agreement.

**28 HEADINGS**

28.1 The headings appearing in this Agreement have been used for ease of reference only and shall not affect the interpretation of the Agreement in any respect.

**29 LAW & JURISDICTION**

29.1 The law of this Agreement is the law of \*\*\* and any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the \*\*\* courts.

SIGNED by

for and on behalf of

**\*\*\*LIGHTHOUSE AUTHORITY**

………………................................................................................

IN the presence of …………………............................................……………………..

Date ………………………………………………………………………………………..

SIGNED by

for and on behalf of

**LICENSEE** ……………………………………….………………….

IN the presence of .......…………………....................................…………………….

Date ………………………………………………………………………………………...

**APPENDIX 1**

(PLAN)

**FIRST SCHEDULE**

The Related Documents, which shall be incorporated into and form part of the Agreement, include:

* Health & Safety Visitor Risk Assessment – Annex a
* Health & Safety Restrictions – Annex b
* \*\*\*Lighthouse Authority Health & Safety and Environmental Objectives Policy – Annex c

**Annex a**

**Annex b**

**Annex b**

**Health & Safety Restrictions**

Restrictions to ascending the Lighthouse Tower staircases

Anyone wishing to ascend the Lighthouse stairs must be a minimum 1 metre in height.

Children are very welcome, but they must be physically capable of ascending and descending the staircases unaided.

Under no circumstances can children or babies be carried up the staircases, (this includes the use of baby carriers, papooses, etc.)

Sensible footwear must be worn if you wish to ascend the Lighthouse tower. Open toe sandals (without heel straps), flip- flops and high-heeled footwear is not permitted.

Some staircases are very steep and must be descended facing the stair. The Tour Guide will advise accordingly.

\*\*\*Lighthouse Authority regrets that due to the historic design of the building, these premises are not suitable for some physically less able people.

Anyone suffering from vertigo, heart or respiratory conditions is advised not to undertake the Tour.

The Tour Guide will give further advice on the above conditions, but has absolute discretion in preventing access if it is felt that Health and Safety regulations or the safety of the visitor would be compromised.

**Annex c**

**SECOND SCHEDULE – LICENCE FEE**

|  |  |
| --- | --- |
| **Date Due (2024)** | **Licence Fee - Amount Payable by Licensee** |
| 1 April | 12,500 + TAX |
| 1 October | 12,500 + TAX |
| **Total** | 25,000 + TAX |