



Ministry
of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosecc-parli@mod.uk
www.gov.uk/DIO

15 December 2017

Ref. FOI2017/11422

Dear [REDACTED]

Thank you for your email of 13 November 2017 requesting the following information:

“Under the Freedom of Information Act 2000 I would like to make a request for specific information/records to be provided me regarding the relationship between MOD and Surrey Hills Gliding Club located at RAF Kenley.

In particular I would like to know what rent/payment(s) is made to MOD (if any) by Surrey Hills Gliding Club for use of RAF Kenley facilities, including use of runway for gliding purposes for the financial years 2014/5 & 2015/6 & 2016/7.”

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that the information in scope of your request is held.

The information you have requested can be found at annex A, but some of the information falls entirely within the scope of the absolute exemptions provided for at Section 40 (Personal Data) and qualified exemption provided for at Section 43 (2) Commercial Interest of the FOIA and has been withheld.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 1998. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

Section 43(2) has been applied to some of the information as to release the information would be likely to, prejudice the commercial interests of any person (including the public authority holding it) and could prejudice future License Agreements with the MOD.

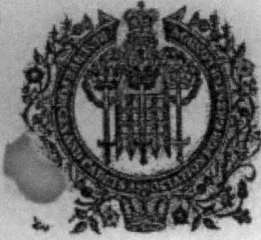
If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely,

DIO Secretariat



Reserve Forces and Cadets Association for Greater London
Fulham House 87 Fulham High Street London SW6 3JS

Telephone: [REDACTED] (Direct Line)

Military: [REDACTED] (Direct Line)

Facsimile: 020 7384 4679

Military [REDACTED]

E-Mail: [REDACTED]@reserve-forces-london.mod.uk

www.reserve-forces-london.org.uk

Surrey Hills Gliding Club,
Kenley Airfield,
Kenley,
Surrey,
CR8 5YG

Please reply quoting our reference:- 61
MF Contract No:- 61

24th January 2005

LICENSE AGREEMENT FOR THE USE OF GL RFCA FACILITIES

LOCATION

1. KENLEY AIRFIELD

FACILITIES

2. Facilities requested include:
 - a. Ground Facilities as currently occupying in the pink shaded area of the map attached.
 - b. Specific areas on the airfield – coloured dark blue and pink on the attached map.
 - c. Rights to land and take off on the designated areas of the airfield. (see sub-para b above)

PURPOSE OF LICENSE/PERMITTED USE

3. Surrey Hills Gliding Club – their gliding and social activities.

TERM

4. Duration of License:
 - a. A rolling 10 year license of the Facilities, detailed on the attached map, effective from 24th June 2004 and reviewed every three years.
 - b. Fees are to be reviewed every 3 years.

LICENSOR

5. RESERVE FORCES AND CADETS ASSOCIATION FOR GREATER LONDON
FULHAM HOUSE
87 FULHAM HIGH STREET
LONDON
SW6 3JS

LICENSEE

6. SURREY HILLS GLIDING CLUB
Day time Tel No: 0208 763 0091

LICENSEE'S REPRESENTATIVE (if applicable):

7. Name: [REDACTED]
Position:- Club Secretary & Company Secretary
Day time Club Tel No:- 0208 763 0091

FEES AND PAYMENT THEREOF

8. The fees are based on an annual figure paid 3 monthly in advance w.e.f. 24.6.04
Fees are to be reviewed every 3 years and will disregard any increase in the value of
buildings or other structures and facilities owned by the Club.

a. License Fee: (Ground Rent) [REDACTED]

b. License Fee: (To Fly) [REDACTED]

TOTAL: [REDACTED]

c. Payments are from 24th June 2004 and are due 3 monthly in advance thereafter.
No reminders are sent.

d. As RFCA GL is not VAT registered this contract also acts as an invoice.
Cheques should be made payable to RFCA GL.

IMPROVEMENTS TO EXISTING BUILDINGS AND GROUND FACILITIES

9. The following applies when considering any improvements to existing buildings or
ground facilities:
- a. The Licensor in consideration of improvements by the Licensee makes this
Agreement for a 10-year term to their ground facilities.
 - b. An outline plan is to be prepared by the Licensee within six months of the
commencement date of this Agreement. This plan is to show all buildings,
structures, other facilities, parking areas and surfacing within the area coloured
pink on the map attached to this Agreement and designated for ground
facilities.
 - c. A programme of improvements is to be agreed for all facilities shown on the
plan. All improvements are to be to the approval of the Licensor. Such
approval not to be unreasonably withheld.
 - d. All buildings, structures, facilities, etc. are to be put and kept in good and
substantial repair, maintained in a clean condition and where beyond economic
repair, to be replaced. The whole of the site designated for ground facilities is
to be kept in good and tidy condition.

- e. The Licensee shall be responsible for obtaining all statutory permissions required for the facilities.

YIELD UP

10. At the expiry of the Agreement, the site is to be returned to the Association as a cleared site unencumbered by any buildings, structures, ground works, vehicles or equipment of any kind unless otherwise agreed in writing.

PARKING

11. Parking is to be limited to club activities. No vehicles are to be parked overnight except for an agreed number of Club members' vehicles who are absent on flying excursions, club vehicles, launching winches and towing vehicles. Vehicles are parked at owner's risk and are to be confined to designated area adjacent to the Club facilities.

USE OF FACILITIES FOR RESIDENTIAL PURPOSES

12. The use of the facilities to provide permanent living accommodation either in caravans or in the club buildings or on the surrounding grounds is prohibited.

OTHER USERS

13. MOD Activities take precedence over all club activities.
14. The Association will arbitrate in any conflict of interest between the Surrey Hills Gliding Club and other hirers of adjacent facilities.

SERVICES

15. Surrey Hills Gliding Club is responsible for the provision of water, electricity, drainage and any other services and all the payments in connection with such.
16. This Agreement is the sole evidence of an Agreement between the Licensor and the Licensee for the Licensee to use the Facilities at the Venue on a non-exclusive basis for the Permitted Use for the Period of License at the Fee on the Special Terms (if any) and General Terms of the License. The Licensee warrants that the Licensee's Representative has the authority to give or receive notices under the Agreement and to vary any of the terms of this Agreement on behalf of the Licensee.

GENERAL TERMS

FACILITIES

17. The airfield is an operational military establishment. The Licensee will observe all security and other restrictions, which are notified to it by the Licensor whether such restrictions are reasonable or not. The Licensee will make sure that none of its staff, contractors, or invitees trespass on to any property of the owner (The Secretary of State for Defence) which is not included in the Facilities. They will also try to ensure that other people or organisations do not use the facilities without

a contract from RFCA GL. (RFCA GL Commercial Department may be contacted on 0207 384 4671 for any assistance.)

FACILITIES

18. No alterations are to be made to the Facilities or any of the Licensor's fixtures and fittings thereon or therein or to any of the service installations or other facilities in or on or forming part of the Facilities or the Venue and no plant machinery, structures, coverings, shall be brought in or on to the Facilities without the written approval of the Licensor. Such permission not to be reasonably withheld.
19. No alterations to the buildings provided by the Licensee (SHGC) are to be made without prior approval of the Licensor.
20. The Licensee will, when required by law, obtain all necessary licences or permissions in respect of its flying activities and social activities on the Facilities (including the provision of alcohol, music and dancing or live entertainment) and produce them to the Licensor on demand for inspection and indemnify the Licensor against any liability in respect of any failure to obtain them. To inform all necessary authorities of the proposal to hold the event.
21. No use is to be made of and no connections are to be made to any of the service installations at the Facilities or the site without the prior written agreement of the Licensor. A charge may be made for this.
22. No signs, notices, advertisements, or any other promotional marketing or sales material visible externally shall be exhibited on any part of the Facilities or the site without the prior written agreement of the Licensor. The Licensee shall be responsible for obtaining all necessary statutory permissions.
23. The Licensee will not bring or cause to be brought into the Facilities any materials or liquid or gas which are of a highly or unusually inflammable, explosive, corrosive or environmentally hazardous nature without the Licensor's written consent and the Licensee shall comply with all current applicable **UK legislation and regulations and local by-laws relating to health, fire safety, fire resistance, protection of the environment and noise pollution** and the Licensee will consult with and follow the advice (whether backed by statutory sanction or not) of all responsible organisations such as the fire authority, the local authority, the health and safety executive, and the police with regard to its activities at the Facilities.

PURPOSE OF LICENSE

24. Neither the Licensor nor any of its staff are under any obligation to perform any services or provide any facilities otherwise than as expressly set out in this Agreement.

PERIOD OF LICENSE

25. The Period of License is for a period of 10 years, reviewed every 3 years, from the 24th June 2004. The charges for the hiring are also to be reviewed every 3 years. (See Para 4b).
26. This License is personal to the Licensor and sub-hiring, sharing occupation, or otherwise allowing anyone to use or occupy the Facilities on any basis is prohibited unless there is written approval by the Licensor.

PAYMENT OF FEES

The Fee and any other charges due to the Licensor shall be paid to the Licensor quarterly in advance from the 24th June 2004.

NON PAYMENT OF FEES

28. If, for any reason, the Licensee is unable to pay the fees this Agreement will be terminated immediately and the Licensee will have to vacate the premises.

OTHER POINTS

29. The Licensee agrees to indemnify the Licensor and the Secretary of State for Defence against any liability for damages for death, personal injury, or sickness of any person and loss of, or damage to personal property belonging to any person arising out of, or consequent upon the use of the Facilities by the Licensee, its staff, contractors, or invitees, or any activities carried on by any of those persons thereon.
30. The Licensee will as a condition of this Agreement, produce to the Licensor, if required, written evidence that it has in force for the duration of the License public liability or other insurance with a reputable UK insurer in a minimum sum of £1 million which will cover the Licensor and the Owner in respect of the Licensee's potential liabilities referred to in this Agreement.
31. The continuation of this Agreement is conditional on the Licensee complying with all its terms at all times and any failure to do so will entitle the Licensor at any time and without warning:-
- 31.1 - To re-occupy the Facilities and to eject the Licensee and its staff, contractors, and invitees as trespassers and forcibly if necessary.
- 31.2 - To clear up the Facilities, dismantle any structures built on it and generally to restore the Facilities to the condition it was in at the commencement of the Period of License.
- The exercise of the Licensor's rights under this provision shall be at the sole cost risk and expense of the Licensee who will fully indemnify the Licensor in respect of any liabilities, which the Licensor may incur.
32. The Licensee shall make sure that its staff, contractors, and invitees are well behaved and do not cause any nuisance or annoyance to the Licensor or anyone else at the Venue or to the owners of occupiers of any adjoining or neighbouring property. This also applies to pets brought on to the premises who are to be kept on leashes at all times.
33. The Licensee will not damage the Facilities or any of the Licensor's fixtures or fittings and will take all steps necessary and as required by the Licensor to protect all parts of the Facilities or any of the Licensor's fixtures or fittings and anything therein or thereon from damage or undue wear and tear. The cost of rectification of such damage is to be assessed by the Licensor, shall be liquidated demand bill paid in full by the Licensee within 14 days of demand, provided that such

loss or damage is caused whether knowingly or not, by the Licensee, its staff or contractors. The Facilities should be left at least as clean, neat and tidy condition as it was at the commencement of the Period of Hire at its expense and to the satisfaction of the Licensor.

34. The Licensor reserves the right to terminate this Agreement without notice and to resume exclusive occupation of the Facilities in the event of military need (as to which the Licensor shall be sole and exclusive arbiter). In such event no compensation or damages shall be payable but the Licensor will refund to the Licensee the Fee, or a proportion of the Fee, for the period during which the use of the Facilities by the Licensee is precluded.
35. No photography for commercial use is permitted without prior consent from the Licensor.
36. The Licensee shall take all reasonable steps to identify invitees on arrival and departure to and from the location and its facilities and to make sure that the invitees do not trespass outside these areas.

SIGNED by an authorised signatory)

On behalf of the Licensor)

on the Date of Agreement)

[Redacted Signature]

RTCA for Breck London
24 January 2005

SIGNED by an authorised signatory)

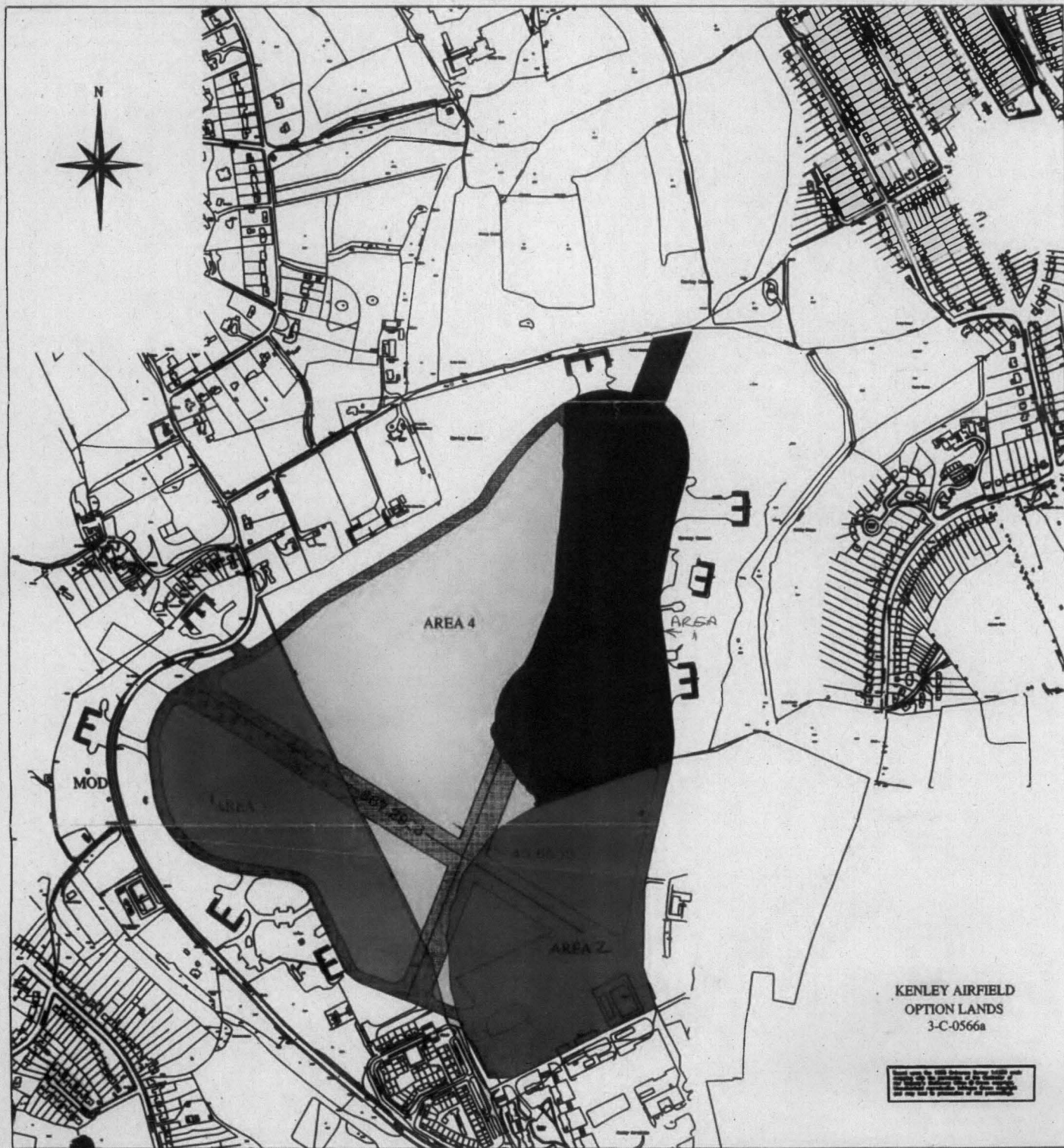
On behalf of the Licensee)

on this Date)

[Redacted Signature]

SURREY HILLS GLIDING CLUB
24th January 2005

**PLEASE RETAIN ONE COPY OF THIS CONTRACT FOR YOUR FILES AND
SIGN AND RETURN THE SECOND COPY**



KENLEY AIRFIELD
OPTION LANDS
3-C-0566a

Small text in a legend box, likely describing the map's scale or projection.