



**Ministry  
of Defence**

**JSP 360**  
**Use of Military Aerodromes by Civil Aircraft**  
**Part 2: Guidance**

# Foreword

Part 2 of this JSP provides guidance in accordance with the policy set out in Part 1 of this JSP. It is aimed at those MOD personnel involved with the decision making and execution of civilian use of Military Aerodromes. It is also intended to be useful guidance for civil aircraft operators wishing to use Military Aerodromes.

# Preface

## How to use this JSP

1. JSP 360 is designed to provide direction and guidance on the use of Ministry of Defence (MOD) aerodromes by civilian aircraft. It is to be used by staff responsible for accepting and charging civilian aircraft for the use of MOD facilities. It is available via open source to civilian users who may wish to apply to use MOD aerodromes. This JSP will be reviewed annually by Defence Airspace and Air Traffic Management.
2. It is structured in two parts:
  - a. **Part 1 - Directive**, which provides the direction that must be followed in accordance with statute or policy mandated by Defence or on Defence by Central Government.
  - b. **Part 2 - Guidance**, which provides the guidance and best practice that will assist the user to comply with the Directive(s) detailed in Part 1.

## Coherence with other Policy and Guidance

3. Where applicable, this document contains links to other relevant JSPs and publications, some of which may be published by different Functions or Defence Authorities. Where particular dependencies exist, these other Functions or Defence Authorities have been consulted in the formulation of the policy and guidance detailed in this publication.

Related Publication	Title
JSP 317	Defence Fuels Policy, Organisation and Safety Regulations
JSP 362	Defence Lands Handbook
JSP 418	Management of Environmental Protection in Defence
JSP 440	Defence Manual of Security, Resilience and Business Continuity
JSP 462	Financial Management and Charging Policy Manual
JSP 465	Defence Geospatial Information Policy
JSP 579	Policy and Processes for Non-News Media Projects – broadcast, manuscripts, digital and features
JSP 850	Infrastructure and Estate Policy
AP 1990	Manual of Protective Security for Aircraft Systems & Air Transportation

## Training

4. Civilian applications to use Military Aerodromes will generate queries, particularly around contracting and charging. There is no formal training regime for the process of completing civilian applications. Unfamiliar users should seek advice from the SMEs referred to in this document where subject matter expert advice is required.

# Further Information and Feedback

5. The owner of this JSP is Defence Airspace and Air Traffic Management. For further information on any aspect of this guide, or to ask questions not answered within the subsequent sections, or to provide feedback on the content, contact:

Email address	Project focus
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# Contents

<b>Foreword .....</b>	<b>i</b>
<b>Preface .....</b>	<b>ii</b>
How to use this JSP .....	ii
Coherence with other Policy and Guidance .....	ii
Training .....	ii
Further Information and Feedback .....	iii
<b>Chapter 1 - Access and Application .....</b>	<b>1</b>
<b>Chapter 2 - Insurance and Fees .....</b>	<b>3</b>
<b>Chapter 3 - General Procedures .....</b>	<b>8</b>
<b>Chapter 4 - Security .....</b>	<b>11</b>
<b>Chapter 5 - Ground Facilities .....</b>	<b>12</b>
<b>Annex A - Application Process Flow Chart.....</b>	<b>A-1</b>
<b>Annex B - Indemnity for Civil Use of MOD Airfields .....</b>	<b>B-1-1</b>
<b>Annex C - MOD Aviation Display Insurance Policy Statement .....</b>	<b>C-1-1</b>
<b>Annex D - Insurance Broker Letterhead .....</b>	<b>D-1</b>
<b>Annex E - Insurance Charges for Civilian Use of MOD Aerodromes ....</b>	<b>E-1</b>
<b>Annex F - Grounds for Reducing or Waiving Charges .....</b>	<b>F-1</b>
<b>Annex G - MOD Aerodrome Benchmark Charges .....</b>	<b>G-1</b>
<b>Annex H - Civil Use of MOD Aerodrome – Monthly Return .....</b>	<b>H-1</b>
<b>Annex I- Example MOD Form 400.....</b>	<b>I-1</b>
<b>Annex J- Example Certificate of Insurance.....</b>	<b>J-1</b>

# 1 Access and Application

## Introduction

1. Part 2 contains guidance to enable civilian flying activity at MOD aerodromes. Where appropriate, within the boundaries of the overriding policies set out in other JSPs, individual units should have their own policies in terms of access, fees and flexibility. Though in many areas, over-arching documents prevent discretionary flexibility at unit level. This is required to protect defence from unwanted liability or embarrassment. It is essential that units do not deviate from policy in such areas.

## Application of Policy

2. Civil use of MOD aerodromes is encouraged but should be weighed against the operational output and wider impact on defence resources. There is no legal obligation on a CO/HoE to grant any request and any request may be refused where it would impact on operational output (including safety and security) and/or impact on defence resources.

## Access Statement

3. Access statements should appear on unit's home web pages together with contact details and links to all relevant publications and pre-requisite flying information a civilian user will require.

4. Where units are in a position to offer flexibility in terms of opening arrangements and notice periods required this should be included. Disclaimers against short notice applications and cancellations are encouraged to prevent adverse relationships or unjustified criticism from civilian users. Under normal circumstances access will be 24-hour PPR.

## Application Process

5. The application process differs for casual and regular users as defined in Part 1. Annex A provides flow diagrams for processing both types of application. Commercial contracts will require MOD Commercial branches and/or Defence Infrastructure Organisation (DIO) input to ensure the appropriate contracts are put in place for services and infrastructure provided.

6. In every case the CO/HoE is to reserve the right to terminate arrangements, if necessary at very short notice. Any difficult or doubtful cases are to be referred to [Air-DResFinFinAdminSupport@mod.gov.uk](mailto:Air-DResFinFinAdminSupport@mod.gov.uk).

7. Casual users of MOD aerodromes are permitted by prior permission of the CO or HoE subject to the general operating procedures set out in Part 1 Section 4. Applications should be made directly to the unit. Units may elect to have a form for casual use applications or adopt a less formal approach, provided they can satisfy their own security requirements. All movements are to be recorded iaw Chapter 4, para 2.

8. A list of the aircraft's passengers and crew should be obtained, and if there is any doubt about the desirability of allowing them to use the MOD aerodrome, the matter should be referred to the appropriate Principal Security Advisor (PSyA). All civilian aircraft are to be

met by personnel acting on behalf of the unit, crew/passenger identities established, and crew/passengers escorted, if necessary, off the unit.

9. Applications for regular or long-term use of MOD aerodromes for civil flying (i.e. on 12 or more occasions in a rolling 12-month period), are to be made to [Air-DResFin-FinAdminSupport](#) who will issue the application form 'Clearance for Civil Aviation to use MOD Aerodromes' and staff the application prior to issuing operating conditions to the user. In the event an application is unsuccessful, [Air-DResFin-FinAdminSupport](#) will inform the applicant, however they are not required to supply a reason for refusal.

## 2 Insurance and Fees

### Civilian Users' Insurance

1. Civilian users either landing or displaying at MOD aerodromes expose MOD to additional compensation risks regarding injury to its personnel or damage to property. There is also a risk that MOD might negligently cause injury to the civilian user or damage to their property. The Department must ensure that it is protected against the consequences of these risks by ensuring that appropriate aviation liability insurance is placed.

### Civil Users Landing / Taking Off at MOD Aerodromes

2. On receipt of a Casual user application to land or take off at a MOD aerodrome, COs/HoEs must request a copy of their certificate of aviation liability insurance. [Air-DResFinFinAdminSupport](#) will request the certificate for those applying as a Regular user. Without exception, the certificate must be provided in advance of a take-off or landing taking place and checked to ensure that:

- a. the certificate evidences the appropriate level of Aviation Liability Insurance cover required by MOD is held and is issued by an insurer or broker that is qualified to issue such a certificate.
- b. the certificate is, without exception, valid for the period the aircraft utilises the MOD aerodrome.
- c. the aircraft registration or serial number shown on the Certificate is that of the aircraft utilising the MOD aerodrome.
- d. the sum insured under the policy (covering liability for any loss incurred by the Crown, including property damage or injury to MOD employees or third parties arising from the operation of civil aircraft) is not less than:

<b>MTOM* of aircraft (Including gliders, balloons, microlights and airships) (Metric Tonnes (MT))</b>	<b>Sum insured not less than (£)</b>
Up to 0.45 MT / 450 kg	2,000,000
Over 0.45 MT / 450 kg and less than 14.5 MT / 14,500 kg	7,500,000
Over 14.5 MT / 14,500 kg	25,000,000

\* MTOM = Maximum Take Off Mass (sometimes described as the Maximum Take Off Weight or MTOW)

- e. the certificate evidences that the policy includes Civil Use of MOD Airfields Endorsement AVN95. The indemnity requirements are set out in INDEM 3.81 at Annex B.
3. Use of a MOD aerodrome is not to be permitted unless the criteria are met in full.



## Civilian Aircraft Participating at an Air Display at a MOD Aerodrome

4. On receipt of an application to participate in an air display at a MOD aerodrome the Flying Display Director must request a copy of the participant's certificate of aviation liability insurance. The requirement is higher because the risk associated with the activity is higher. Without exception, the certificate must be provided in advance of the display taking place and checked to ensure that:

- a. the certificate evidences the appropriate level of Aviation Liability Insurance cover required by MOD is held and is issued by an insurer or broker that is qualified to issue such a certificate.
- b. the certificate is, without exception, valid for the period the aircraft displays at the MOD aerodrome.
- c. the aircraft registration or serial number shown on the Certificate is that of the aircraft displaying at the MOD aerodrome.
- d. the insurance limit of liability civilian aircraft operators are required to hold when participating in an MOD organised air display is:
  - (1) £50M when the Maximum Take Off Mass (MTOM) is greater than 2700 kg.
  - (2) £25M when the MTOM is 2700kg and below.

All aircraft with a **MTOM of 2701kg** and above will be required to provide a minimum of £50M.

- e. the certificate evidences that the policy includes Civil Use of MOD Airfields Endorsement AVN95. The indemnity requirements are set out in INDEM 3.81 at Annex B.
- f. the certificate specifically states that cover includes the Insured's Legal Liability in respect of Bodily Injury or property damage which results from an Occurrence caused by an Aircraft (or any person or object descending therefrom) participating in any civilian or military flying or ground display.

5. Displaying at a MOD aerodrome is not to be permitted unless the criteria are met in full.

## Sample Insurance Certificate for Civilian Use of MOD Aerodromes and Display Activity

6. The sample insurance certificate proposed by the CAA for use by British insurance companies is shown at Annex D. Insurance certificates issued by foreign companies may use a different format. If there are doubts about the validity of an insurance certificate, advice must be sought from [Air-DResFin-FinAdminSupport](#).

7. There is a requirement for Civilian Users to ensure their insurance certificate is endorsed with AVN 95 relating to the civil use of MOD aerodromes. The indemnity requirements are set out INDEM 3.81 at Annex B.

## **MOD Insurance**

8. MOD, through DJEP-CLCP, purchases an annual aviation liability insurance policy. This insurance policy covers MOD for compensation claims brought against the Department arising from civil use activities at MOD aerodromes where it is proven that MOD has a legal liability to pay compensation for injury or property damage. MOD is required to recover the cost of the insurance premium from civilian users or those participating in air displays. This in addition to any other fees or charges MOD may render for services provided at an aerodrome, the civilian user must pay a Civil User Indemnity Administration Charge.

## **Indemnity Administration Charge**

9. All Civilian User Indemnity Administration Charges are completely separate from local charges and cannot be retained at local level unless there are extenuating circumstances, such as an emergency landing. Receipts must be credited to UIN D3500B, RAC RLB012 in order to recover the cost of MOD's insurance policy. For regular users this will be levied against applications, however for casual users this must be included in the charges apportioned to an aircraft. Use of a MOD aerodrome will not be permitted if the appropriate Civilian User Indemnity Administration Charge has not been paid by the user. Details of the correct Indemnity Administration Charge are at Annex E.

## **Income Generation**

10. Payment of the Civilian User Indemnity Administration Charge by the user satisfies the requirement under the Income Generation procedures for insuring the aviation risks to MOD arising out of allowing the civilian use of MOD aerodromes<sup>1</sup>. No further insurance for the aviation risk is necessary, but Income Generation practitioners must ensure that insurance is arranged to cover all the other risks associated with the activity, e.g. Employer's Liability, property, motor, medical indemnity, business interruption, as required.

## **Reporting Injuries or Damage**

11. If, as a result of civilian flying activities, any person is injured, or damage is caused to either MOD or third-party property, the CO or HoE must immediately report the circumstances to the Directorate of Judicial Engagement Policy, Common Law Claims & Policy (DJEP CLC&P), Level 3, Zone I, MOD Main Building, London, SW1A 2HB. The appropriate Command Headquarters and MOD department should also be informed. Failure to report incidents promptly may jeopardise MOD's position when making claims under its aviation policy.

## **Points of Contact**

12. Enquiries about insurance requirements should be addressed to the Insurance and Indemnities Advisor, SPO DJEP-CLCP SCO Policy or SPO DJEP-CLCP Claims 1.

## **Fees**

13. Military aerodromes may be able to offer a variety of services to civil aircraft including navigation services, housing and parking. Charges must be levied for all of these services unless there is provision for a waiver or reduction of the charges. A full list of waivers is at

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<sup>1</sup> JSP 462 Part 2, para 19.22.

Annex F. Discretionary abatements or waivers of charges can only be authorised by the holder of the appropriate financial delegation. Any abatement of charges beyond these standing reductions and waivers must be approved by the TLB Holder or their delegated authority.

14. Local Unit Budget Managers, assisted by DIO, should assess and set their own levels for charging civilian users, taking into account the local variables and desirability of their location and facilities available. The structure of the charges should be of a standard format and in line with [ICAO 9082](#). Units should aim to provide applicants with the likely total costs for using their facility in advance.

15. Indicative charges for landing and navigation services at MOD aerodromes are detailed at Annex G and should be considered a benchmark rather than the minimum or maximum prices to be levied. It is for individual units to assess and frequently review their charges with the consent of their TLB<sup>2</sup>. No reduction in charges should be made because any aerodrome facilities are unavailable. Aerodromes may offer seasonal variations in price. When electing to do so this must be published in advance and take account of pricing at local civilian airfields offering similar services.

16. Services utilised by civil aircraft at MOD aerodromes must be provided without additional costs being incurred by MOD. Services are provided from irreducible spare capacity within the station or unit, which for wider strategic or other reasons must be retained. For example, Fire, Crash and Air Traffic Control services may have to be available 24 hours-a-day but are not fully utilised for Defence tasks at all times and may therefore be used to handle civil aircraft, within the spare capacity available.

17. Units may elect to approve civil aircraft out of normal watch hours. However, it is possible that the provision of these services could result in additional costs being incurred by MOD, e.g. civilian overtime or notional costs associated with calling out of Service personnel. To ensure that any such costs are recouped, civil aircraft movements outside normal watch hours should be subject to an additional surcharge.

18. Parking and Housing Fees are intended to cover short term use. The definition of short term is a matter for CO/HoE's discretion, but it is recommended that it should not usually exceed 2 months. Should a civil user wish to park or house an aircraft on MOD property for longer than 2 months, they should enter into a lease or licence agreement (as appropriate) with DIO, who will advise on an appropriate monthly rent or fee.

19. When setting charges units must always bear in mind that the overarching principle is to recover costs while avoiding undercutting private sector airfields, as this could lead to public allegations of a breach of competition law through inappropriate use of a public subsidy.

## **National Police Air Service**

20. Except when responding to an emergency, MOD should not automatically reduce or waive charges in respect of use by the National Police Air Service (NPAS), Her Majesty's Coast Guard (HMCG) or Association of Air Ambulance Members<sup>3</sup>. Where arrangements

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<sup>2</sup> JSP 462 Part 2, para 19.14.

<sup>3</sup> <https://associationofairambulances.co.uk/members/full-members/>.

have been made for them to operate out of a station or unit, they may be charged a monthly rate calculated with the assistance of DIO and TLB staff. While this will include an element for landing fees, they need not be charged for each individual movement.

# 3 General Procedures

## Prior Permission

1. Prior Permission Required (PPR) is necessary to ensure adherence to policy, particularly surrounding security as set out in Part 1. Units are encouraged to maintain their own policy in terms of how much notice a civil user is required to give. Where good relationships exist with local airspace users it may be beneficial to set up standing agreement arrangements where local General Aviation (GA) traffic can make a request to use a facility whilst airborne. In many circumstances this will not be practical however it is for units to determine in what circumstances they will adopt a flexible approach.

## Aerodrome Procedures

2. In granting permission for a civil user to gain access to a MOD aerodrome, the CO/HoE must satisfy themselves that the pilot is familiar with the aerodrome and flying procedures in place. Access to aerodrome publications will be required and where necessary units may elect to provide a partially redacted document for civil users should operational requirements dictate.

3. For civil users unfamiliar with military aerodromes, the CAA has produced [Safety Sense Leaflet 26](#) for the benefit of GA pilots. The [Skyway Code](#) also details military procedures and airspace around military aerodromes that may be of use. Used in conjunction with locally produced documents it provides the basic outline for flying and radio transmission (RT) and circuit procedures used at MOD aerodromes.

## Flying Training

4. There may be significant mutual benefit for air traffic units from allowing civil users to undertake training approaches at their aerodromes, particularly those units with low or irregular traffic levels. The unit's pricing structure will aid transparency so that units are in a position, when appropriate, to offer competitive options for civil training use. Notwithstanding the mutual benefits, the civil user must have met the indemnity requirements in Chapter 2, para 2 and the pricing structure must not be seen to undercut commercial competitors.

## Press, TV or Film Companies

5. Any applications from the press or from TV or film companies for permission to use MOD aerodromes for flights, other than routine unpublicised transit flights, are to be referred to the appropriate service arm of Directorate of Defence Communications (DDC) and/or Command Media staff<sup>4</sup>. In addition, the relevant Service Commercial Team or DIO must be notified so that an appropriate contract between the authority and company can be drafted.

## Air Displays

6. Applications to hold civil air displays or similar events on MOD aerodromes must have the support of the MAA, CAA and DIO. MAA Regulatory Article [\(RA\) 2335](#) covers this topic. The CAA regulates civil display activities through Article 70 of the Air Navigation Order.

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<sup>4</sup> JSP 579: Policy and Processes for Non-News Media Projects – broadcast, manuscripts, digital and features.

7. Useful guidance to organisers of events is given in Civil Air Publication (CAP) 403 'Flying Displays and Special Events - A Guide to Safety and Administrative Arrangements'.

8. DIO is to be informed of any application for civil air displays on MOD aerodromes at least three months in advance of the event and is to be consulted by the CO/HoE before an application is approved.

9. In addition to meeting the conditions for casual flying use set out in Part 1, the organiser of a proposed display is required to have completed and returned an acceptable licence and insurance policy to DIO at least four weeks before the event, to have informed the civil police and local authorities and have obtained a CAA Flying Display Permission.

10. Where a civil operator has asked to participate in a MOD Air Show, they will be liable to pay that aerodrome's usual landing, parking and indemnity fees. Civil aircraft invited to display at military events may have all fees waived as per Annex F.

### **Pleasure and Air Experience (Introductory) Flights**

11. Arrangements may be made by COs/HoEs for a civil air operator to give pleasure flights to members of the public on Open Days or At Home Days. Appropriate insurance must be held by the operator. The pilot of the aircraft must either hold a current Commercial Pilot's Licence and an Air Transport Operator's licence if deemed necessary by the Consumer Protection Group. Or the flights may be conducted under the CAA Introductory Flight scheme iaw Air Ops NCO.GEN.103. Introductory flights should not take place during a planned air display. The CAA should be consulted for confirmation that the appropriate licences are held if in doubt.

### **Civil Aircraft Arriving from Abroad**

12. Provision can be made for aircraft arriving from abroad. With the exception of aerodromes with HM Customs and UK Border Force in situ, such movements must be made using the General Aviation Report (GAR) form, either via the [online portal](#) or by emailing it to the [National Co-ordination Unit](#).

13. The GAR form includes details of the aircraft, flight and those on board. It satisfies customs, immigration and police, where applicable, requirements.

14. The CO/HoE is to report immediately to the local HMRC and UK Border Force office particulars of any civil aircraft arriving from abroad which lands at a MOD aerodrome without having first landed at a UK civil airport with customs and border control or having filed a GAR. Aircraft in distress may make a forced landing on any MOD aerodrome at any time. In such circumstance, no goods are to be unloaded from the aircraft, nor may any of the crew or passengers leave the aerodrome without the relevant civil authority's consent. In the event of an emergency this may not be practical, and common sense should prevail particularly where there are health and safety or preservation of life concerns.

### **Civil Aircraft Departing Abroad**

15. For flights to the Europe, there are generally no restrictions on where a civil aircraft can depart from the UK. For other destinations, the aircraft will need to depart from an airfield that has at least a 'Certificate of Agreement' for customs and immigration purposes or be

covered by the 'Military Operations Agreement' which is issued by Border Force. Full details of this can be found in the GAR guidance linked above.

# 4 Security

## Introduction

1. The Aviation Security Act 1982, Civil Aviation Act 2012 and National Aviation Security Programme (NASP), Single Consolidated Direction are the basis for security procedures to be administered against civil aircraft at military aerodromes. Most civil use of military aerodromes will fall out with the remit of NASP and as such it is for units to ensure their own procedures are appropriate.

## Aerodrome Records of Civil Aircraft Movements

2. It is important that records of all civil aircraft movements are maintained. All units accepting civil aircraft are to complete the forms at Annex H monthly. The completed form is to be returned to the [Counter Intelligence Co-ordination Cell \(CICC\)](#) at RAF Honington. Units are to keep original forms for a period of 3 years for audit purposes.

## Private Civil Aircraft

3. Flights should only be approved when there are appropriate security resources available to handle them.

## Entry and Exit from the UK

4. Civil aircraft should not use military aerodromes for first entry or exit from the UK except where agreed with HMRC and the UK Border Force. Aircraft wishing to make use of military aerodromes other than RAF Northolt and RAF Brize Norton are required to give notice via a GAR.

## Foreign Registered Civil Aircraft

5. Foreign registered civil aircraft are permitted to land at MOD aerodromes should the necessary arrangements be in place. In all circumstances, the ESyO should be consulted before any approval is given. The ESyO will need to determine whether the aircraft concerned are not registered in, or crewed by, nationals from Countries to which Special Security Regulations Apply ([CSSRA](#)). Foreign aircraft may not use military aerodromes for first entry or exit from the UK except where agreed with HMRC and the UK Border Force.



# 5 Ground Facilities

## Introduction

1. Ground facilities available to civil users of MOD facilities are at the discretion of COs/HoEs and should only be provided from irreducible spare capacity. Services to civil users should not be guaranteed and can be withdrawn by COs/HoEs without notice, should operational requirements dictate. Where passenger handling facilities exist, units may choose to direct that all or certain civilian aircraft movements are processed through this facility. Arrangements for charging in such circumstances should be made locally by the unit and passenger handling service provider.

## Parking and Hangarage

2. An appropriate parking area should be identified by the CO/HoE prior to any application being approved. In the case of hangar accommodation being available, this may be offered to a civilian user should there be no defence requirement for that accommodation. The impact of integrating military and privately-owned aircraft or equipment in the same hangar should be assessed pragmatically, taking into account both civilian and MOD liabilities and insurance commitments.

3. Parking and hangarage for periods exceeding 2 months are to be referred to DIO for completion of a lease or licence agreement and charge assessment.

## Accommodation for Aircrew and Passengers

4. COs/HoEs are not to accept responsibility for the provision of accommodation or messing or for the provision of facilities for the crew or passengers of civil aircraft, but such facilities may be provided at the discretion of COs/ HoEs providing the costs incurred are recovered from the civil user.

## Refuelling

5. MOD is not responsible for refuelling civil aircraft, but COs or HoEs may, at their discretion, approve the issue of aviation fuels, oils and lubricants and raise charges accordingly<sup>5</sup>.

6. CO/HoEs may permit civil aircraft to be refuelled by civilian companies. Where this is permitted, companies must give an indemnity against any damage or loss that may arise from the presence of their equipment and provide evidence that they are able to meet their legal liabilities under the indemnity.

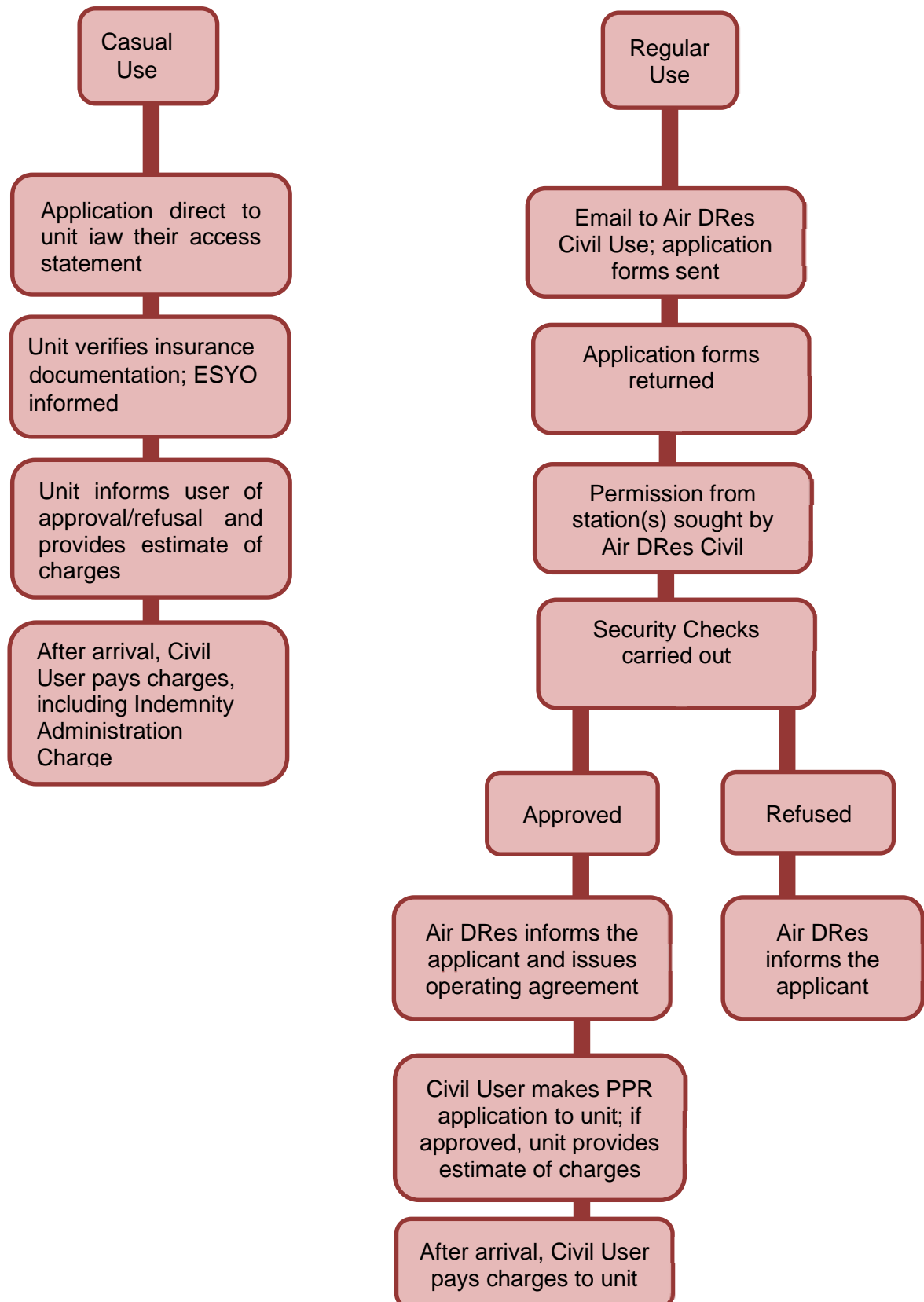
7. No permanent siting of civilian refuelling equipment on MOD land is to be permitted without the prior approval of DIO since this raises storage and handling issues which could require some of the standards in JSP 317 Safety Regulations for the Handling and Storage of Fuels and Lubricants to be observed and complied with. All fuel installations (including fuel bowsers exceeding 250L capacity) are subject to regulation and civilian aviation fuel is further managed iaw [CAP 748](#) or similar national regulations in other countries. The MOD

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<sup>5</sup> JSP 317: Defence Fuels Policy, Organisation and Safety Regulations.

Fuel and Gas Safety Regulator (FGSR) is responsible for regulating (inspection and licensing) of fuel installations on MOD land but where land for the siting of a refuelling installation is leased and legal liability for the land transferred with no reservation in the lease restricting liability in any way (e.g. the operation of the installation on the leased area having to comply with MOD regulations and be inspected and licensed by the FGSR) then responsibility for the inspection and licensing falls to the statutory civil regulator.

## APPLICATION PROCESS FLOW CHART



**INDEM 3.81/Form 4a**

**INDEMNITY FOR CIVIL USE OF MOD AIRFIELDS**

1. IN CONSIDERATION of the Secretary of State for Defence (hereinafter called 'The Secretary of State') agreeing to the civil use of MOD airfields by ( ) hereinafter called 'the User' the User hereby agrees:

a. that if any servant or agent of the Crown shall suffer sickness or personal injury (including injury resulting in death) by reason of or arising out of or in any way connected with the performance of this agreement, the User (notwithstanding any negligence or other breach of legal duty on the part of the Crown, its servants or agents) will fully and effectively indemnify the Crown in respect of:

(1) all sums payable (whether periodical or otherwise and whether or not in pursuance of a legally enforceable obligation) to that servant or agent or any dependent, relative or representative of his or hers by way of pension, gratuity or other compensation (other than retired pay, pension or gratuity to which the servant or agent may be entitled by reason of the length of time for which he or she has served as a servant or agent of the Crown) or by way of pay and allowances payable to him or her during any period of absence from duty as a result of the sickness or injury.

(2) the costs and expenses of any hospital or medical treatment afforded to him or her on account of such sickness or injury, and,

(3) any funeral expenses incurred as a result of the death of the servant or agent.

PROVIDED that if the Secretary of State elects the indemnity under (1) above shall be deemed to be satisfied by the payment by the User to the Secretary of State of a capital sum determined by the Government Actuary.

b. that if any property of the Crown or of any servant of the Crown or any other property which, at the discretion of the Crown, falls to be replaced at the public expense is lost or damaged, and such loss or damage occurs by reason of or is in any way connected with the performance of this agreement, the User (notwithstanding any negligence or other breach of legal duty on the part of the Crown, its servants or agents) will repay the Crown, as it may require, either the cost of replacement or repair, whichever is the less.

c. that the User (notwithstanding any negligence or other breach of legal duty on the part of the Crown, its servants or agents) will fully and effectively indemnify the Crown and any servant or agent of the Crown against all liabilities, claims, actions,

proceedings, demands, costs, charges or expenses which may be incurred by or made against the Crown or any servant or agent of the Crown in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property by reason of or arising out of or in any way connected with the performance of this agreement.

d. that the User (notwithstanding any negligence or other breach of legal duty on the part of the Crown, its servants or agents) will indemnify the Crown against all payments made by the Crown of sums paid to its servants or agents (whether or not they are paid in pursuance of a legally enforceable obligation) for the purpose of indemnifying them against any such liabilities, claims, actions, proceedings, demands, costs, charges and expenses as are referred to in sub-paragraph (c) above.

e. that the User (notwithstanding any negligence or other breach of legal duty on the part of the Crown, its servant or agents) will not make against the Crown or any servant or agent of the Crown any claim in respect of loss or damage to property from whatever cause sustained by the User (or by any person employed by the User or for whom the user is responsible) by reason of arising out of or in any way connected with the performance of this agreement.

f. to effect with an Insurance Company or Companies a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings herein and contained in the sum of £2,000,000\* £7,500,000\* £25,000,000\* at least in respect of any one incident and unlimited in total, and to ensure that the said policy or policies are endorsed as follows:

\*It is hereby declared and agreed that notwithstanding anything contained in this policy in this policy or in any memorandum, condition or schedule attached to or forming part of this policy, this policy covers all the sums within the total sum assured which the Insured shall become liable to pay under an undertaking to the Crown.

Provided always that nothing in this paragraph shall be construed as limiting or affecting in any way the User's liability under any of the said indemnities or undertakings.

g. to assign to the Crown all sums hereafter to become due under the said policy or policies and to ensure that the interest of the Crown therein is duly noted by the Insurer or insurers.

h. to duly pay the premium or premiums payable in respect of the said policy or policies and to produce the policy or policies and receipt or receipts for the premiums for inspection whenever so required by or on behalf of the Secretary of State.

2. The Secretary of State shall be at liberty to settle any claims against the Crown or any servant or agent of the Crown falling within the scope of the indemnities given by any provision of Condition (1) hereof by the payment as a matter of grace of any sum by way of compensation and the said indemnities shall cover any payments so made.

\*Two Million Pounds

\*Seven-and-a-Half Million Pounds

\*Twenty-Five Million Pounds

Signed: ..... For and on behalf of: .....  
Position: ..... Dated: .....  
Witnessed: .....  
Address: .....

## **CONDITIONS FOR THE CIVIL (FLYING) USE OF MOD AIRFIELDS**

### **MILITARY FLYING REGULATIONS**

1. All civilian flights into and out of MOD airfields are subject to the regulations relating to the use of MOD airfields by civil aircraft as are from time to time made by the Air Force Board of the Defence Council and to the regulations laid down in the Air Pilot AGA 0-2 para 5.2.3 and 0-4 to 0-6 para 8.
2. All flights shall be within published operating hours at the airfields concerned.

### **PRIOR APPROVAL AND CONSENT**

3. No flights into or out of MOD airfields shall take place without the consent of the Station Commander. The withholding or granting of consent shall be in the absolute discretion of the Station Commander and (without prejudice to his absolute discretion) he will withhold his consent if the airfield is required for operational purposes. Consent will not normally be given unless application is made to the station at least 24 hours in advance.

### **CROWN INDEMNITY**

4. ( ) shall indemnify the Crown in accordance with Form 4a attached and in accordance therewith shall effect insurance for not less than £2,000,000 (two million pounds) £7,500,000 (seven-and-a-half million pounds) £25,000,000 (twenty-five million pounds).

### **CHARGES**

5. ( ) shall pay all landing and other charges in accordance with the rates from time to time published by the Air Force Board for the Defence Council and which are obtainable from Joint Service Publication (JSP) 360. These rates can be varied without notice. Landing and other charges shall be paid promptly after receipt of each bill.

### **NOTICE OF TERMINATION**

6. The Secretary of State of Defence may terminate this agreement in writing expiring not less than three months from date of delivery thereof.
7. In the event of failing to pay any charges strictly in accordance with paragraph 5 the Secretary of State for Defence may terminate this agreement forthwith and such termination shall not prejudice any claim which might have thereunder.
8. ( ) may terminate this agreement at any time by giving notice in writing to the Secretary of State for Defence.

DELIVERY OF TERMINATION NOTICE OR BILLS

9. Any notice or bill shall be sufficiently delivered to ( ) if:
- a. it is handed to the pilot of any aircraft present at MOD airfields under the terms of any agreement between ( ) and the Secretary of State for Defence; or
  - b. it is delivered at ( ) principal place of business or registered office; or
  - c. it is sent by pre-paid post in a letter addressed to at the last known principal place or business or registered office.

10. Where a notice or bill is sent by post it shall be deemed to be delivered at the time at which it would be delivered in the ordinary course of post.

( ) hereby agrees that from henceforth any use of MOD airfields shall be subject to the above conditions and any Crown Indemnity or lease already entered into.

Signed: .....

For and on behalf of: .....

Position: ..... Dated: .....

Witnessed: .....

Address: .....



## **MOD AVIATION DISPLAY INSURANCE POLICY STATEMENT**

Reference: DJEP-CLCP-03-03 (adjusted Mar 25 due to inclusion of £25 million requirement for when the MTOM is 2700kg and below)

**Clarification of MOD's minimum insurance requirements for civilian aircraft operators conducting display flying activity at MOD aerodromes. This document supersedes that issued on Jul 2019.**

### **Issue**

1. To provide clarification that civilian aircraft operators conducting Display Flying activity at MOD aerodromes must comply with MOD's minimum insurance requirements of £25,000,000 for an aircraft with a maximum take off weight of 2700Kg and below. This figure rises to £50,000,000 for an aircraft above this weight aviation liability insurance cover. This requirement does not relate to 'static display' aircraft and the insurance arrangements for civil operators landing and taking off at MOD aerodromes should be followed if no Display Flying activity is being undertaken.

### **Timing**

2. With immediate effect. This policy statement remains extant until withdrawn or superseded.

### **Introduction**

3. Civilian aircraft operators conducting Display Flying activity at MOD aerodromes expose MOD to additional risks of compensation claims for either injury to personnel or damage to property. MOD must ensure that it is adequately protected against the consequences of these risks by ensuring that appropriate aviation liability insurance is in place to respond to a Display Flying related incident.

### **Background**

4. The recent comprehensive review of JSP 360 – Use of Military Aerodromes by Civil Aircraft – provided the opportunity to review insurance-related content and make a clear distinction between the insurance requirements of aircraft taking off and landing at a MOD aerodrome and those aircraft conducting Display Flying activity.

5. The issue was subsequently tabled for discussion with the Department's professional insurance brokers, Willis Towers Watson, in the autumn of 2018. It was recognised that there is a clear distinction between routine operations and training and aircraft conducting Display Flying activity. Consideration was given to an appropriate insurance limit of liability relevant

to the risk exposure at MOD aerodromes. Consensus from experts at the Willis aerospace team and MOD's claims officials was that a limit of indemnity insurance commensurate with the risks associated with Display Flying activities should be adopted which is available in the prevailing aviation market.

6. A number of factors were taken into consideration and a minimum limit of liability of £25 million was considered to be appropriate for an aircraft with a maximum take off weight of 2700Kg and below. This figure rises to £50,000,000 for aircraft above this weight. This was considered to be appropriate to sufficiently satisfy the MOD's risk management requirements.

7. Some of the key observations from those discussions are:

- a. The significant increased footfall (spectators) at a Flying Display, as opposed to when an aircraft is using a MOD aerodrome at other times.
- b. The increased risk associated with Display Flying activity, in contrast to an aircraft using a MOD aerodrome for routine operations and training.
- c. Although there are a number of modern, privately-owned display aircraft performing, many are generally older aircraft.
- d. The purpose of the £25 or £50 million limit of liability is to ensure that regardless of the aircraft involved, or incident type, a robust level of cover is available in the event of such an incident.
- e. The increasing cost of damages payments in personal injury claims.

8. Following consultation with Towers Watson, MODs insurance brokers, it has been confirmed there is no legal specific minimum level for display activity. However, there are minimum EU limits of insurance for civil aircraft operators by Maximum Take Off Mass (MTOM). In order to enable civilian operated light aircraft to participate in MOD air shows a proposal was presented in 2024 to Air DRes to reduce the limit of liability for aircraft with a MTOM of 2700kg and below from £50M to £25M. All aircraft with a MTOM of 2701kg and above will continue to be required to provide a minimum of £50M.

9. Air DRes approved the proposal in late Feb 24. The £25M limit set for civilian operators for aircraft below 2,700kg MTOM represents a reasonable minimum level of insurance protection.

10. Whilst the tragic events of Shoreham will no doubt have contributed to a hardening of the aviation insurance liability market, there is still sufficient market capacity to underwrite risks arising from Display Flying activity. A reputable aviation insurance broker will be able to arrange an annual aviation liability insurance policy to the required level or, an endorsement to an operator's existing insurance policy, to reflect Display Flying activity. The MOD recognises that there may be an increase in some insurance premiums and that may preclude some operators from displaying at events over MOD property. That is regrettable, but the MOD's overriding priority must be to protect members of the public and ensure that a suitable and consistent insurance limit is introduced to safeguard against the costs of

compensation claims. Ultimately, protecting the taxpayer against the risks Display Flying brings.

### **Increasing Aviation Insurance Limit of Liability**

11. The following is a guide to increasing an aviation insurance limit of liability.
  - a. The operator's insurance broker will access the specialist aviation insurance market that writes the hull and liability policy.
  - b. Having disclosed full details of the Display Flying activity/activities to the insurance broker for either a single Flying Display, multiple Flying Displays or on an annual basis, the operator will ask their broker to obtain an insurance quotation from the hull and liability insurers.
  - c. The operator's insurance broker should extend the current hull (NAM(DSP1)) and liability policy accordingly to increase the sum insured in respect of the liability section of coverage to £50 million in respect of either a single Flying Display, multiple Flying Displays or on an annual basis.
  - d. The operator's insurance broker will provide confirmation of coverage and endorse the insurance certificate which must be provided to the MOD to provide assurance that stipulated insurance requirements are in place for the proposed Display Flying activity/activities.

### **Example Insurance Certificate**

12. Recognising that insurance certificates vary in content, an example of a general aviation certificate to satisfy MOD requirements is at Appendix 1 of this Policy Statement.

### **Supporting Q&A**

13. The Q&A at Appendix 2 of this Policy Statement addresses some of the general questions received concerning the MOD's insurance requirements for civil users conducting Display Flying activity at MOD aerodromes.

14. If the Q&A does not provide clarity, the MOD's claims officials at [SPODJEP-ClaimsGeneral@mod.gov.uk](mailto:SPODJEP-ClaimsGeneral@mod.gov.uk) will respond to general aviation-insurance-related questions. However, DJEP is unable to adjudicate on the status of specific Display Flying activities, i.e. what constitutes Display Flying. This is a matter for the air show organiser taking advice, as appropriate, on the regulatory aspects from the MAA or Regulatory Article (RA) 2335 – Flying Displays and Flypasts – within the 2000 Series of the Military Aviation Authority Regulatory Publications (MRP).

## **MOD AVIATION DISPLAY INSURANCE SUPPORTING Q&A**

The definitions within the military regulations for the conduct of Display Flying activity at Flying Displays conducted over MOD occupied property are detailed in Regulatory Article (RA) 2335 – Flying Displays and Flypasts within the 2000 Series of the Military Aviation Authority Regulatory Publications (MRP).

**Q1.** What is the definition of a Flying Display?

**A1.** Any event at which Display Flying is deliberately performed for the purpose of providing an exhibition or entertainment. (A Flying Display is an event.)

**Q2.** What is the definition of Display Flying?

**A2.** Display Flying is any flying activity designed to demonstrate an Air Systems performance beyond that normally carried out during routine operations and training, whether or not it is performed in front of the public. A Public Display Authority (PDA), Display Authorisation (DA), Foreign Military Display Authority or civilian equivalent is required (except during Display Flying work-up training as per RA 2335. (Display Flying is an activity.)

**Q3.** Will a civilian aircraft, (a VIP visitor, pleasure flight or support aircraft for example) taking off or landing at a MOD aerodrome either before, during or after a Flying Display be required to increase their aviation liability insurance to the £25/£50 million liability limits?

**A3.** There is no requirement for a civil user to increase their aviation liability insurance to the £25/£50 million liability limit unless the aircraft is conducting Display Flying activity. Therefore, the insurance arrangements for civil operators landing and taking off at MOD aerodromes, as set out in JSP 360, should be followed.

**Q4.** Will civilian aircraft participating solely in a static display be required to increase their aviation liability insurance to the £25/£50 million liability limit?

**A4.** There is no requirement for a static display aircraft to increase insurance to the £25/£50 million liability limit unless it is conducting Display Flying activity. Therefore, the insurance arrangements for civil operators landing and taking off at MOD aerodromes, as set out in JSP 360, should be followed for aircraft involved in static displays.

**Q5.** When a display team, either formation or singleton, performs Display Flying activity, is the £25/£50 million insurance liability limit required for each aircraft, or per display.

**A5.** The display team lead should check with their respective insurer, but aviation liability insurance is normally written on a per aircraft basis for the Flying Display. The key issue is to ensure that the insurance policy is valid and will respond to an incident resulting from each particular Flying Display or Display Flying activity conducted throughout the year.

How the insurance policy is written will very much depend on the frequency of Display Flying activity undertaken by the pilot.

**Q6.** Will the £25/£50 million limit of liability apply to flypasts at Flying Displays for either singleton or formation aircraft?

**A6.** The definition of a flypast in RA 2335 involves Air Systems flying, either singly or in formation, over or past a gathering of spectators along a pre-planned route without manoeuvring, other than when necessary for safe and accurate navigation. Accordingly, they will not include aerobatic manoeuvres. The risk is lower than Display Flying and there would not be a requirement to increase insurance to the £25/£50 million limit of liability.

**Q7.** Does the £25/£50 million limit of liability apply to foreign military registered aircraft conducting Display Flying activity?

**A7.** In the absence of any separate agreement (i.e. NATO Status of Forces Agreement for example) setting out the insurance position, the requirement for the £25/£50 million limit of liability will apply for Display Flying.

**Q8.** Will civilian users at MOD aerodromes or private display clubs require the £25/£50 million limit of liability for practice displays at a MOD aerodrome on a regular or ad hoc basis?

**A8.** MOD Heads of Establishment should assure themselves that practice Display Flying over MOD Occupied Property is conducted in such a way and at such a location as to ensure that Risk to Life is minimised. Where there are no spectators present for practice displays there is no requirement to increase the insurance limit of liability to £25/£50 million.

**Q9.** Is the £25/£50 million limit of liability required for practice Display Flying over MOD occupied property where spectators are present?

**A9.** Yes, because of the increased risk due to the presence of spectators.

**Q10.** Does the £25/£50 million insurance limit of liability apply to Parachute Display activity?

**A10.** No; the risks of injury to spectators are not considered as high in comparison to aircraft Display Flying and the recommended minimum insurance limit of liability is £5M.

**Q11.** Does the £25/£50 million insurance limit of liability apply to civilian Search and Rescue helicopter demonstrations at MOD aerodromes?

**A11.** Yes, there is no varying insurance limit of liability for rotary wing aircraft performing such an activity.

# INSURANCE BROKER LETTERHEAD

To: MINISTRY OF DEFENCE

Ref:

## CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT WE, in our capacity as Insurance Brokers to .....  
have arranged coverage as follows:

**AIRCRAFT:** Type: .....

Registered Marks: .....

Passenger seats: .....

Maximum Take-Off Mass: .....kg

**ISSUED ON BEHALF OF:** .....  
(The Insurer[s])

**POLICY NUMBER:** .....

**INSURED:** .....

**PERIOD:** .....

**GEOGRAPHICAL LIMITS:** .....

## COVERAGE:

Legal liability to Third Parties and Passengers (including baggage and personal articles) and Cargo and Mail liability arising out of the operation of the Aircraft (including gliders, balloons, microlights and airships):

Combined Single Limit Third Party and Passenger (including baggage and personal articles), Cargo and Mail (including War, Terrorism and Allied Perils<sup>1</sup>) Legal Liability:

..... any one occurrence and, in respect of Third Party War, Terrorism and Allied Perils, in the aggregate.

The following exclusions (or equivalent) may apply:

- a) Nuclear Risks Exclusion Clause AVN38B.

- b) War, Hi-jacking and Other Perils Exclusion Clause AVN46B.
- c) Noise and Pollution and Other Perils Exclusion Clause AVN48B.
- d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.
- e) Date Recognition Exclusion Clause AVN2000A.

IT IS FURTHER CERTIFIED THAT the Insurer(s) are aware that the Insured agrees to the INDEMNITY FOR CIVIL USE OF MOD AIRFIELDS and the Insurers agree<sup>2</sup> to the provisions thereof including the requirement to provide minimum limits of:

MTOM of Aircraft (metric tonnes)	Limit of Liability not less than (GBP or equivalent)
≤ 0.45	2,000,000
> 0.45 ≤ 14.5	7,500,000
> 14.5	25,000,000

It is understood that where such limits are in the aggregate, they may be reduced or exhausted during the policy period by virtue of claims made against aircraft or other operational interests covered by the insurances.

Notes:

<sup>1</sup> Cover may be in accordance with the Extended Coverage Endorsement (Aviation Liabilities) AVN52E writing back all paragraphs except (b) of War, Hi-Jacking and Other Perils Exclusion Clause AVN48B, or the equivalent thereof.

<sup>2</sup> The agreement of Insurers may alternatively be certified by confirmation of the endorsement of the Policy with CIVIL USE OF MOD AIRFIELDS ENDORSEMENT AVN95.

SIGNED:

AUTHORISED SIGNATORY OF BROKER

## INSURANCE CHARGES FOR CIVILIAN USE OF MOD AERODROMES – FROM 1 APRIL 2020

USER CATEGORY		REGULAR USER INDEMNITY ADMINISTRATION CHARGE - PER ANNUM							
		# CASUAL USER INDEMNITY ADMINISTRATION CHARGE - PER AIRCRAFT AND PER MOVEMENT #							
		(VAT MUST NOT BE ADDED TO ANY OF THESE FIGURES)							
		Up to 1 MT £	1.0 to 1.9 MT £	2.0 to 14.49 MT £	14.5 to 24.9 MT £	25.0 to 49.9 MT £	50.0 to 199.9 MT £	200.0 to 499.9 MT £	Over 500.0 MT £
All users other than those in the categories shown below	<b>Regular User</b>	<b>115</b>	<b>247</b>	<b>429</b>	<b>528</b>	<b>660</b>	<b>825</b>	<b>990</b>	<b>1155</b>
	# Casual User #	11	20	48	69	82	103	137	179
Private use by those who are members of HM Services but are <u>not</u> members of Service Flying Clubs	<b>Regular User</b>	<b>66</b>	<b>115</b>	<b>165</b>	<b>214</b>	<b>264</b>	<b>330</b>	<b>379</b>	<b>429</b>
	# Casual User #	9	11	14	16	22	27	34	55
Air displays (including carrying out circuits, overshoots and rollers) at the request of the users or <u>non-MOD</u> display organiser	<b>Regular User</b>	<b>264</b>	<b>429</b>	<b>693</b>	<b>924</b>	<b>1188</b>	<b>1402</b>	<b>1650</b>	<b>1897</b>
	# Casual User #	16	31	42	47	55	69	76	97

**# For the purpose of calculating the IAC, a landing plus a take-off are together counted as one movement #**



## **GROUND S FOR REDUCING OR WAIVING INDEMNITY ADMINISTRATION CHARGES**

<b>Training or testing flying personnel</b> <ul style="list-style-type: none"> <li>• Flights which are carried out for the sole purpose of training or testing trainee pilots.</li> </ul>	<b>Reduce</b>  Not less than 25% of standard landing as calculated using local rate.
<b>Training flights</b> <ul style="list-style-type: none"> <li>• Training circuits, touch and go's/ low approaches, instrument familiarisation which may involve a landing by trainee pilots.</li> </ul>	<b>Reduce</b>  Not less than 25% of standard landing fee as calculated using local rate.
<b>VIP Flights</b> <ul style="list-style-type: none"> <li>• Aircraft carrying Her Majesty The Queen and members of The Royal family on official business<sup>6</sup>.</li> <li>• Aircraft carrying members of the Defence Council, Admiralty, Army or Air Force Boards or DE&amp;S Executive Board, on official business.</li> <li>• Military or civil aircraft carrying members of foreign royalty on official business.</li> <li>• Military or civil aircraft carrying foreign government ministers on official business.</li> </ul>	<b>Waive</b>  Record the landing time, the names and status of the passengers and the nature of the visit.
<b>Official Visits to Station or Unit</b> <ul style="list-style-type: none"> <li>• Aircraft paying a ceremonial visit at the request of MOD.</li> <li>• Aircraft taking part in Open, At Home or Families Days at the request of the Station.</li> <li>• Civil aircraft flown by MOD flying scholarships cadets on authorised cross-country flights.</li> </ul>	<b>Waive</b>  Record nature of visit and person authorising.
<b>Aircraft on Charter to MOD / Other Govt Dept</b> <ul style="list-style-type: none"> <li>• Civil aircraft operating under charter to MOD / HM Govt for trooping or carriage of cargo.</li> </ul>	<b>Waive</b>  Record contract number <sup>7</sup> .

<sup>6</sup> To include all Flights for Royal visits and State Occasions officially sponsored by MOD (see JSP 462 – Financial Management and Charging Policy Manual. This will normally include all flights by The Queen's Helicopter Flight (TQHF) and positioning flights when an aircraft has been tasked by the Royal Travel Office at Buckingham Palace. If doubt exists as to whether the flight is private travel, units should contact COS Defence Services on 9621 78749 who will confirm with the Director of Royal Travel as necessary.

<sup>7</sup> If there is any doubt as to the authenticity of a pilot's claim to be operating under a specific contract and provided that Command Headquarters cannot readily resolve the matter MOD Form 400 (Annex I) is to be raised and annotated with the flight number and ultimate destination of the aircraft, the certificate thereon is to be suitably adapted signed by the pilot and forwarded to MOV Ops F&S (RAF).

<b>Aircraft operating in the execution of contracts for MOD</b> <ul style="list-style-type: none"> <li>Contractors operating aircraft in connection with the performance of contracts for MOD may be granted a waiver of fees. In order to qualify, unless written into the contract, contractors should apply for Regular User status.</li> </ul>	<b>Waive</b>  Record pilot and operator's details.
<b>Aircraft invited to display at a MOD Aerodrome</b> <ul style="list-style-type: none"> <li>All conditions must be met as laid out in Part 2 Chapters 2 and 3.</li> </ul>	<b>Waive</b>  Record pilot and operator's details.
<b>Foreign aircraft - military aircraft owned or chartered by:</b> <ul style="list-style-type: none"> <li>NATO<sup>8</sup>.</li> <li>All British Commonwealth countries.</li> <li>Brazil, Israel, Morocco, Jordan, Oman.</li> <li>Military aircraft of the Irish Republic<sup>9</sup>.</li> </ul>	<b>Waive</b>  Record pilot and operator's details.
<b>Service Flying Clubs</b> <ul style="list-style-type: none"> <li>Landing, Parking and Hangarage fees at MOD aerodromes may be waived for aircraft operated by Service Flying Clubs, RAF Sports Aircraft, RAF Gliding and Soaring Association, and RAF Microlight flying club in accordance with service regulations.</li> </ul>	<b>Waive</b>  Record pilot and club details.
<b>Service Person not attached to a flying club</b> <ul style="list-style-type: none"> <li>Landing, Parking and Hangarage fees at MOD aerodromes may be waived for aircraft privately operated by Service Persons in accordance with service regulations.</li> </ul>	<b>Waive</b>  Record pilot details.
<b>Emergency Landings</b> <ul style="list-style-type: none"> <li>General Aviation aircraft below 3 tonnes MAUW (not flown for hire) involved in emergency landings. At the Station or Unit Commander's discretion, parking fees may be waived for up to 3 days.</li> </ul>	<b>Waive</b>  Record pilot and aircraft details. Ensure pilot supplies copy of MOR when completed.
<b>National Police Air Service, Her Majesty's Coast Guard, Search and Rescue, and Association Air Ambulances</b> <ul style="list-style-type: none"> <li>Operational taskings. <a href="https://associationofairambulances.co.uk/members/full-members/">https://associationofairambulances.co.uk/members/full-members/</a></li> </ul>	<b>Waive</b>  Record aircraft details

<sup>8</sup> It is the pilot's responsibility to satisfy the Unit that the aircraft is operating under a NATO contract.

<sup>9</sup> Waiver covers fees for up to 48 hrs.

## MOD AERODROME BENCHMARK CHARGES

1. **Landing Fees.** The following is an example of the charges applicable to civil aircraft flying into a MOD aerodrome. Units should however set their **own charges** comparable to local civil airfield/airport charges. Unless otherwise stated, all charges are per landing. VAT at the current standard rate is to be added to the fees quoted.

2. **Example Landing Fees.**

Maximum Take Off Mass (MTOM)	Standard Charge (excluding VAT)
Up to 4 metric tonnes	£12.00 metric tonne or part thereof e.g. 1 tonne = £20.83 (minimum charge) 3.5 tonnes = 4 x £12.00
Over 4 metric tonnes	£16.00 per metric tonne or part thereof e.g. 6.1 tonnes = 7 x £16.00

3. **Parking Fees.** Parking for a period of up to 2 hours incur no fees. Thereafter however, parking is charged per 24-hour period or part thereof, calculated from the time the parking initially commenced.

4. **Housing fees.** Military aerodromes will not routinely support long term housing of civilian aircraft. Ad-hoc arrangements may be made at CO/HoE's discretion. Longer term parking should be subject to a leasing or licencing arrangement with DIO.

**ANNEX H TO  
JSP 360 PART 2  
DATED Mar 25**

File Ref:		Date:	
To:	<a href="#">Counter Intelligence Co-ordination Cell</a> , No 1 Specialist Police Wing, RAF Honington, Suffolk, IP31 1EE		
From:			

**CIVIL USE OF MOD AERODROME – MONTHLY RETURN**

DATE/TIME	LANDING/DEPARTING	1ST POINT OF LANDING	AIRCRAFT/OPERATOR REG NO	CAPTAIN NAME/DOB	CREW NAME/DOB	PAX NAME/DOB	NATIONALITY

## EXAMPLE MOD FORM 400 - ACCOUNT FOR LANDING, INSURANCE, HOUSING AND PARKING FEES

### Part 1- Details

Incurred at MOD Station:		Serial Number	
--------------------------	--	---------------	--

Captain's Name		Date of Landing	
Company Name and Address			
		Aircraft Type	
		Registration	
		MTOW (Metric Tonnes)	
Tel/Mobile/Fax:		Email:	

### Part 2 - Fees

Fees	No of Landings Touch/Go Low App	Rate £	Remarks	Amount £
1 Landing				
2 Housing				
3 Parking				
4 Surcharges				
			Sub Total (to Unit's UIN)	
VAT Number:			+ VAT @ 20%	
			Total	

### Part 3 - Indemnity Administration Charge

Indemnity Receipt	Number		
Regular User			Regular user charge
Casual User			Sub Total (UIN D3500B & RAC RLB012)
			Grand Total

I confirm I have seen the aircraft's insurance and that it meets the criteria in Ch 2 of JSP 360, and that the charges raised are correct. Signed by ATCO IC (Duty Ops Officer)

Signature:	Date:	
------------	-------	--

### Part 4 - Aircraft Captain

I hereby undertake to pay the said charges on demand.

<p>I hereby indemnify the Secretary of State for Defence, and any Servant or Agent of the Crown, against the cost of any loss, damage or deterioration to the aircraft, it's parts or accessories or any property contained in the aircraft, howsoever such loss or damage may arise, occurring while the aircraft is on the airfield, in the course of landing, taking off, custody, storage or otherwise.</p>	
Signature:	
Date:	

Part 5 - Payment Details

Paid by	Cash		Bills to be forwarded to:
	Cheque		
Bill:			
			Unit:
Signed by			
Accountant			
Date			

## EXAMPLE CERTIFICATE OF INSURANCE

**Reference No.**

*(Cancelling and Replacing the previously issued Certificate of Insurance)*

**TO WHOM IT MAY CONCERN**

THIS IS TO CERTIFY that we, XXXXXXXXX, in our capacity as insurance broker to the Insured (as defined below) have placed insurance in the London and international insurance markets in the name of the Insured covering their aviation operations in connection with their fleet of aircraft, against the following risks and up to the limits stated:

**1. INSURED:**

XX (hereinafter referred to as the '**Insured**').

**2. POLICY PERIOD:**

XX.

**3. GEOGRAPHICAL LIMITS:**

Worldwide.

**4. COVERAGE:**

AVIATION LEGAL LIABILITY covering the Insured's Liability to Third Parties and Passengers up to a minimum Combined Single Limit £25,000,000/£50,000,000 (*delete as appropriate*) any one occurrence/aircraft when the Insured is participating in Display Flying activities at MOD aerodromes.

It is further certified that the amounts of insurance stated above are in accordance with the minimum insurance cover requirements of Articles 6 and 7 of Regulation (EC) no 785/2004 based on (a) the rate of exchange applicable to Special Drawing Rights at inception of the insurance, (b) third party war, terrorism and allied perils being insured on an aggregate basis as above, and (c) it being understood that such aggregate limits may be reduced or exhausted during the policy period by virtue of claims made against aircraft or other operational interest covered by the insurance.



5. SCHEDULE OF AIRCRAFT:

Aircraft	Registration Mark	Manufacturer's Serial Number
Insert	Insert	Insert
Insert	Insert	Insert
Insert	Insert	Insert
Insert	Insert	Insert

Subject to the coverage, terms, conditions, limitations, exclusions and cancellation provisions of the relative policy numbers XXXXXXXXXXXX.