Ref No:

**APPLICATION FORM – SUA OPERATIONS (COMMERCIAL) IN LONDON**

|  |  |
| --- | --- |
| **Title of Production** |  |
| **Applicant Name** |  |
| **Applicant Phone number** |  |
| **Date of proposed SUA operation** |  |
| **Location of proposed SUA operation** |  |
| **Name of the Authority** | Havering Council |

This Application Form – SUA Operations (Commercial) in London (the “Form”) must be used for applications to the Authority (specified above) by entities that wish to fly unmanned aircraft having a mass of not more than 20 kg (without its fuel but including any articles or equipment installed in or attached to the aircraft at the commencement of its flight, including batteries) (“SUA”) in the Location specified above (the “SUA Operations”). The Location is designated a “Congested Area” as defined by Article 255 of the Air Navigation Order 2009 as an area that is substantially used for residential, industrial, commercial or recreational purposes.

The following documents are provided for information about SUA Operations but do not form part of the agreement between the parties under this Form:

1. Information Sheet – SUA Operations (Commercial) in London; and
2. Guidance Notes – SUA Operations (Commercial) in London.

**Section 1)**

Please read and complete this Form carefully. By signing this Form you represent that (i) you have read, understand, and agree to be bound by the terms and conditions of this Form; (ii) you have the authority to enter into the terms and conditions of this Form personally or on behalf of the organisation identified as the “Responsible Party” below, and to bind that company to the terms and conditions of this Form; and (iii) you acknowledge and agree that a legally binding agreement is formed between the Responsible Party and the Authority.

This Form must be submitted to the Authority along with the Authority’s standard film application form.

The “Responsible Party” refers to the individual or legal entity (as applicable) that is identified as the Responsible Party in section 2 below. Prior to the commencement of any SUA Operations, the Responsible Party must (i) agree to the terms and conditions as set out in this Form; (ii) ensure all necessary documentation, approvals, permits and agreements are secured and are in place; and (iii) assume ultimate responsibility for all aspects of the SUA activities set out in this Form.

The SUA Operations must be conducted by a qualified SUA Operator with either:

1. a “standard” CAA permission for SUA operations using an aircraft with a Maximum Take Off Mass (“MTOM”) of 20 kg or less that permits SUA flight within Congested Areas maintaining a minimum distance of 50 metres of persons, structures, roads etc. This category cannot fly within 150 metres of open-air assemblies of 1,000 people or more; or
2. an Operational Safety Case (OSC) permission from the CAA, if the Responsible Party wishes to fly outside the restrictions of a standard Permission for Aerial Work (PFCO) issued by the CAA, particularly if it wishes to fly a SUA in Congested Areas or for flight at greater heights than the maximum allowed (400ft) or closer than the distances allowed under a standard permission.

**Section 2)**

|  |  |
| --- | --- |
| Name of Responsible Party |  |
| Date and time of SUA operation |  |
| BACKUP Date and time of SUA operation (if req) |  |
| SUA Operations Company name |  |
| SUA Operator(s) (Individuals / Pilot(s)) including PFCO number |  |

**Section 3)**

|  |  |
| --- | --- |
| Flight Impact Zone  (Unless otherwise agreed in writing, this will include a *Buffer Zone*, (min 50 meters) from the planned SUA flight path and Take Off & Landing Zone)  Please describe the location of the operation and include a (planning) map. Please also detail any roads, pedestrian areas and railway lines, waterways and highways (etc.) that may be affected. | Location Description (including details of the Flight Impact Zone) |

**Section 4)** Supporting document checklist – these documents may be required by the Authority, depending on the circumstances of the SUA Operations.

|  |  |  |
| --- | --- | --- |
| CAA Permission | Permission for Aerial Work (PFCO) issued by the CAA. | Yes/No |
| PL Insurance | Public Liability Insurance (minimum £10M) that specifically names SUA operations as an activity to be covered and complies with EC Regulation 785/2004. | Yes/No |
| Operational Safety Case | SUA OSC (formerly CAOSC) that gives exemption from Articles 94 and 95 of the Air Navigation Order 2016 (amended in 2018 and 2019) naming the Congested Areas and minimum distances required for the Flight Impact Zone. | Yes/No |
| NATS Permission | Details of communication with/permission from NATS (if applicable). | Yes/No |
| Diplomatic Service Permission | Details of communication with/ permission from Diplomatic service (if applicable). | Yes/No |
| Operator RAMS | Risk Assessment and Method Statement prepared by the Operator about the SUA operation. | Yes/No |

**Section 5)** The Responsible Party must supply the following supporting documents to the Authority prior to the SUA Operation:

|  |  |  |
| --- | --- | --- |
| Flight Plan | This must include a scaled planning map showing details of areas affected (Flight Impact Zone) including Buffer Zone, Take-off and Landing area plus any contingency areas. | Yes/No |
| Consultation Plan | Full details of residents/businesses engagement and any local agreements. (if applicable) | Yes/No |
| Stewarding Plan | Full details of how the areas will be controlled and marshalled, including numbers of staff. (if applicable) | Yes/No |
| Site Specific RAMS | Site specific Risk Assessment and Method Statement. | Yes/No |
| Privacy Impact Assessment | To evaluate, identify and mitigate potential effects upon privacy and data protection compliance. (if applicable) | Yes/No |
| Traffic Management  Plan | Including details of any Temporary Traffic Orders or Notices or Traffic Hold Agreements (if and where required). | Yes/No |

**Section 6) Declaration:**

The Responsible Party and Authority hereby agree as follows:

1. The Responsible Party represents and warrants that: (a) to the best of its knowledge and belief, the information submitted in this Form is accurate and correct, (b) it shall not make any representations to any third party or take any actions inconsistent with the terms of this Form; (c) it has the full right and power to enter into this Form, to carry out its obligations hereunder; (d) it will, in the performance of the activities set out in this Form, comply with all applicable laws, rules, regulations and orders, including all laws and regulations relating to aviation, data protection, radio spectrum usage, anti-bribery and relevant Health and Safety codes of practice; (e) it shall obtain and maintain at all times all necessary and appropriate licences, certifications and permits, including a valid and current permission for aerial work (PFCO) granted by the Civil Aviation Authority (CAA), any relevant exemptions granted by the CAA necessary to perform the SUA Operations; and (f) it shall, before the date on which the SUA Operations are to start, obtain and maintain at all times all necessary and appropriate permissions, approvals and consents, including from landowners, Air Traffic Control, local Police, Diplomatic Service, NATS, other authorities, air users or other stakeholders and all health and safety rules and regulations, that may be required. The Responsible Party shall immediately discontinue the SUA Operations, and immediately notify Authority in writing, if the Responsible Party knows or reasonably believes that it is in breach of any of the foregoing representations and warranties.
2. The Responsible Party shall:
3. follow any location specific conditions, and consultation or notification processes as stipulated with regard to securing control of the Flight Impact Zone, the take-off and landing site, any buildings affected or near to, or in direct line of sight of the Flight Impact Zone as set out in section 3 of this Form;
4. ensure that the SUA Operator is fully qualified and has the appropriate licences and permissions from the appropriate authorities as set out in section 4 of this Form;
5. immediately stop all SUA activity if requested to do so by Authority or a police officer;
6. ensure that this Form is accompanied by a standard film application form;
7. accept full responsibility for the safe operation of the SUA, and to ensure that the crew, cast and any other personnel associated with the shoot are briefed, competent and understand the risks involved with the use of the SUA; and
8. be responsible for all acts and omissions of any of its subcontractors.
9. The Responsible Party shall indemnify, defend (at Authority’s option) at its own cost and expense and hold Authority and its affiliates, and their officers, directors, employees, and agents harmless from and against any losses, claims, suits, proceedings, judgments, liability, damages, demands, or expenses arising out of the Responsible Party's performance or non-performance of the SUA Operations under this Form, including, but not limited to, injury to or death of any person (including employees), damage to or destruction of property, payment of taxes, payment of any compensation to the Responsible Party's employees, and reasonable legal fees and expenses.
10. Save for liability that cannot be excluded by law (such as liability for death or personal injury caused by negligence of the Authority), to the fullest extent permitted by law the Authority will not be liable under contract, tort (including in each case negligence) or any other legal theory for any direct or indirect loss of profits or any indirect or consequential loss or damage or for any direct losses, arising out of or in connection with the SUA Operations or this Form.

1. The Responsible Party undertakes and shall be responsible for ensuring that either (i) the Responsible Party; or (ii) the SUA Operator (as the case may be), shall have and maintain in full force and effect an insurance policy with a reputable insurance company against all liability with limits not less than £10,000,000 for each occurrence and £10,000,000 in the aggregate, which specifically names SUA operations as an activity to be covered and complies with EC Regulation 785/2004 and that shall protect the Responsible Party and Authority from claims arising out of or in connection with the SUA Operations from or out of any negligent act or omission of the Responsible Party (or the SUA Operator as the case may be), its officers, directors, agents, contractors or employees. It is hereby agreed and understood that the insurance requirements specified above shall not be construed as a limitation of any potential liability on behalf of the Responsible Party. The Responsible Party shall produce evidence of such insurance on demand.
2. Any notice or communication required to be given by either party under this Form shall be in writing and shall be hand delivered, sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier to the addresses indicated in the Form.
3. No failure or delay by either party in exercising any right, power or remedy under this Form shall operate as a waiver of any such right, power or remedy. No waiver of any provision of this Form shall be effective unless in writing and signed by both parties. Any waiver by any party of any provision of this Form shall not be construed as a waiver of any other provision of this Form, nor shall such waiver operate or be construed as a waiver of such provision respecting any future event or circumstance. In the event any provision of this Form (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed to have been deleted from this Form, while the remainder of this Form shall remain in full force and effect according to its terms.
4. This Form constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to SUA Operations. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Form. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Form.
5. The Form is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

1. In the Form, the following rules apply: a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its personal representatives, successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted; a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes e-mails.
2. This Form and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Form or its subject matter or formation (including non-contractual disputes or claims).

|  |
| --- |
| Signed………..……………………………………………………………………………..  Name………..………………………………………………………………………………  For and on behalf of …..………………………………………………………………….  Role within Responsible Party …………………………………………………………..  Date…………………………………………………………………………………………. |

Please contact Havering Film office on 0207 620 0391 if you have any questions about this form.