

AN AGREEMENT made the *Fifth* day of *December* 2017

BETWEEN

- (1) **SOUTH SOMERSET DISTRICT COUNCIL** of the Council Offices, Brympton Way, Yeovil, Somerset BA20 2DS (**'the Council'**)
- (2) **LOSAN LIMITED** (Co. Regn. No. 04041337) whose registered office is at The Vicarage, Stourton Caundle, Sturminster Newton, Dorset DT10 2JH (**'the First Owner'**)
- (3) **HENSTRIDGE AIRFIELD PARTNERSHIP NO. 2 LLP** (LLP Regn. No. OC320129) whose registered office is at The Vicarage, Stourton Caundle, Sturminster Newton, Dorset DT10 2JH (**'the Second Owner'**)
- (4) **EGHS LIMITED** (Co. Regn. No. 04100275) whose registered office is at Henstridge Airfield, Henstridge, Templecombe, Somerset BA8 0TN (**'the First Interested Party'**)
- (5) **MR GEOFFREY CHARLES JARVIS** of The Bungalow, Seafire Works, Henstridge Industrial Estate, Henstridge, Somerset BA8 0TN (**'the Second Interested Party'**)

RECITALS

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) (**'the 1990 Act'**) for the administrative area of the South Somerset District
- (B) The First Owner and the Second Owner are the freehold owners of land at Henstridge Airfield, Marsh Lane, Henstridge Somerset (**'the Site'**) shown edged in red on the Plan which land is registered with title absolute at the Weymouth Land Registry under title numbers WS10095, WS41421 and WS16835
- (C) The First Interested Party occupies the Site under a licence granted by the First Owner for the purpose of operating business and recreational general aviation activities at the airfield
- (D) The Second Interested Party has interests in Losan Ltd, Henstridge Airfield Partnership No 2 LLP and EGHS Ltd and is responsible for the day-to-day operation of the Site
- (E) By a planning application reference number 15/04069/FUL registered by the Council on 7th October 2016 (**'the Application'**) Losan Limited applied to the Council for planning permission for the "continued use of Henstridge Airfield for both recreational and business use subject to conditions and a 106 agreement to cover that which cannot be lawfully conditioned against"

(F) The Council has resolved to approve the Application and grant planning permission subject to the prior completion of an agreement under section 106 of the 1990 Act

(G) The parties to this Agreement have entered into this Agreement and agreed to be bound by its terms for the purpose of securing, through the imposition of planning obligations:

- the establishment of a consultative committee
- the revocation of all previous planning permissions without compensation
- the carrying out of aircraft testing of noise levels
- ensuring that the airfield operator enter into a management agreement
- ensuring that aircraft operators enter into a contract concerning restrictions on their use of aircraft that will use the airfield
- the keeping of a log of aircraft movements
- giving publicity to the various restrictions and procedures in place at the airfield; and
- the implementation of a monitoring and enforcement regime.

NOW THIS DEED WITNESSES as follows:

Definitions and interpretation

1 In this Agreement:

1.1 **'the 1990 Act'** means the Town and Country Planning Act 1990 (as amended)

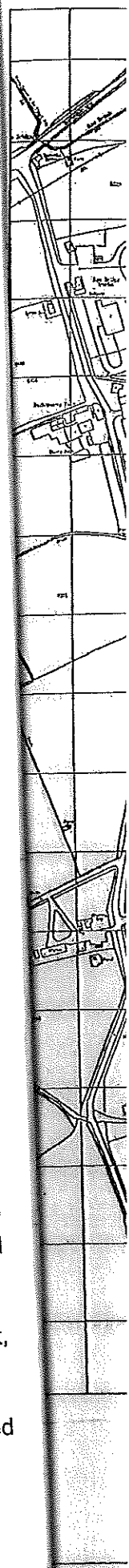
1.2 **'the 2002 Agreement'** means the agreement dated 10th September 2002 and made between the Council and the First Owner

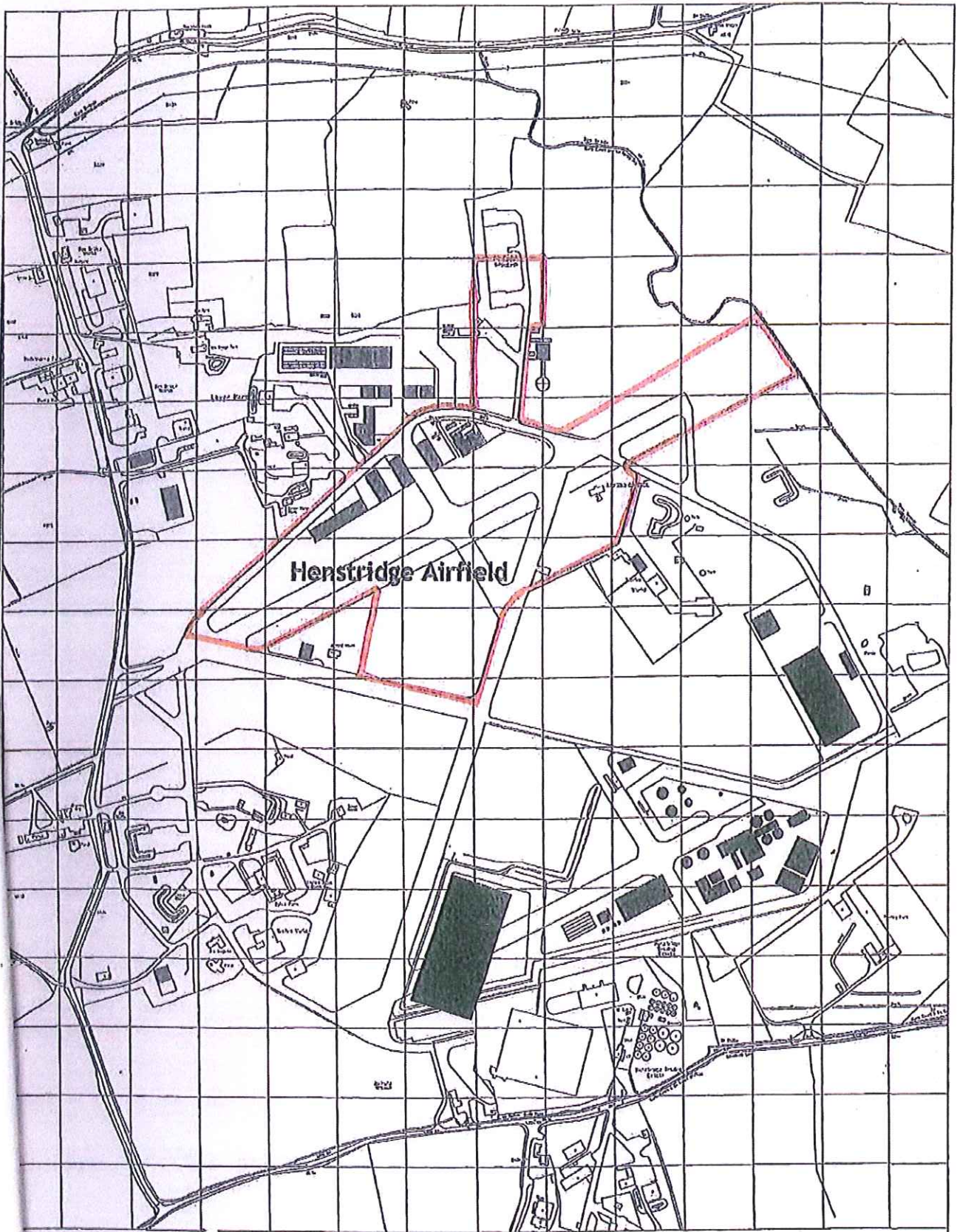
1.3 **'the 2010 Agreement'** means the agreement dated 3rd June 2010 and made between the Council the First Owner and the First Interested Party

1.4 **'Aerobatic Flying'** means the intentional performance of manoeuvres in an Aircraft involving an abrupt change in its attitude or an abnormal attitude or abnormal acceleration, not necessary for normal flight, and includes the flying or performance of inverted vertical or near vertical climbs, descents, rolls, loops, spins, stalls and sharp turns or a combination of each

1.5 **'Aircraft'** includes aircraft of all types and descriptions including fixed wing aircraft, helicopters, gyrocopters and autogyros

1.6 **'Airfield'** means the Site and shall include that area used or capable of being used for aviation or related activities





Henstridge Airfield

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Deffarons *L. Wooley*

Project	Henstridge Airfield Henstridge, Somerset		
Client	LOAN LTD		
Drawn	DAVID NURSE	Scale	1:1000
Overall Site Plan	21/12/68 AS 1000	Sheet No	942

- 1.7 **'Airfield Operator'** means together the First Interested Party and the Second Interested Party and their successors in title and assigns as the persons ultimately responsible for the operation of the Site for aviation or related activities
- 1.8 **'Airfield Owner'** means the First and Second Owners
- 1.9 **'Aircraft Operator'** means the operator of an aircraft which uses or intends to use the Airfield and shall include the operator and Pilot-in-Command of such aircraft
- 1.10 **'Aircraft Operator Agreement'** means an agreement made between the Airfield Owner and Airfield Operator (of the one part) and an Aircraft Operator (of the other part) under which such person agrees to adhere to any rules, procedures, routes or other restriction set out in the Management Agreement or otherwise and to be subject to such enforcement and penalties for non-compliance as contained in such Agreement
- 1.11 **'this Agreement'** means this agreement or any revisions thereto agreed by the Parties
- 1.12 **'the Application'** has the meaning given in recital (E) above
- 1.13 **'Commencement of the Development'** in relation to the planning permission granted pursuant to the Application and also in relation to this Agreement occurs on the signing of this Agreement by the Parties.
- 1.14 **'Comparative Noise Test'** means a noise test carried out in accordance with Schedule 2
- 1.15 **'Consultative Committee'** means the Henstridge Airfield Consultative Committee ('the HACC')
- 1.16 **'Development'** means the development of the Site in accordance with the planning permission granted pursuant to the Application under the 1990 Act
- 1.17 **'the Existing Planning Permissions'** mean:
- 840356 granted on 27th April 1894
 - 01/00717/FUL granted on 23rd September 2002
 - 03/03310/FUL granted on 2nd February 2004
 - 04/00368/FUL granted on 14th April 2004
 - 05/02049/FUL granted on 1st November 2005
 - 08/00378/COU granted on 27th March 2008

09/01845/s73 granted on 3rd July 2009

- 1.18 **'Fly In'** means an event held on the Site which has been pre-publicised as being open to pilots, crew and passengers arriving by aircraft or to owners or operators of Based Aircraft or to persons who are subscribing members of the aeroclub at the Site
- 1.19 **'Guidelines'** means the Department for Transport publication 'Guidelines for Airport Consultative Committees (April 2014)
- 1.20 **'Log Book'** means a record of all aircraft movements and activities at the Airfield to be kept at the Airfield
- 1.21 **'Management Agreement'** means the agreement attached at Schedule 3 governing the use, operation and management of the Airfield by the Airfield Operator
- 1.22 **'Open Day'** means an event held on the Site which has been pre-publicised as being open to members of the public and other arriving by land or by aircraft
- 1.23 **'Parties'** means the parties to this Agreement
- 1.24 **'Pilot-in-Command'** means the person aboard an aircraft who is ultimately responsible for its operation and safety during flight.
- 1.25 **'Plan'** means the plan of the Site attached hereto
- 1.26 **'the Site'** has the meaning given in recital (B) above
- 1.27 **'Special Event'** means up to 6 events per year such as a village fete, garden party or other celebration whether public or private, for which aerobatics have been requested in writing in advance by the event organiser and which event has been previously notified by the Airfield Operator to the Council and the HACC at least 14 days in advance, SUBJECT TO such events taking place within 5nm of the Airfield and there being no more than 3 such events taking place within a period of one calendar month AND FOR THE AVOIDANCE OF DOUBT any such Special Event constitutes Aerobatic Flying for the purposes of this Agreement, the Management Agreement and the planning permission to be granted pursuant to the Application.
- 1.28 Words in the singular include the plural and vice versa and words in the masculine gender include the feminine gender and vice versa and the expressions the 'Council' the 'Airfield Operator' the 'Airfield Owner' the 'First Interested Party' and the 'Second Interested Party' include their successors in title and assigns, including successors to the statutory function of the relevant party.
- 1.29 Where at any time a party to this Agreement comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several

obligations and liabilities of those persons and any covenants obligations or other commitments given by more than one party shall be joint and several.

- 1.30 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.31 Save where otherwise stated any reference to a clause Schedule or paragraph means the clause Schedule or paragraph in this Agreement, which is so numbered or lettered.
- 1.32 Any reference to a Statute or Statutory Instrument or the Orders or Regulations made thereunder includes any statutory modification or re-enactment of it and the renewal or revision of the Orders or Regulations made and applying from time to time which replace those referred to in this Agreement.

Statutory provisions and commencement

2 The parties hereto acknowledge that:

- 2.1 The Council enters into this Agreement in pursuance of its powers under Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and all other powers enabling it in that regard.
- 2.2 The covenants obligations and restrictions entered into by the Airfield Operator and the Airfield Owner are planning obligations for the purposes of and are made pursuant to Section 106 of the 1990 Act.
- 2.3 The planning obligations created by this Agreement:
- 2.3.1 bind and run with the Site without limit of time so as to bind the Airfield Operator and the Airfield Owner and their successors in title and assigns of each and every part of the Site and any person corporate or otherwise claiming through or under the Airfield Operator or the Airfield Owner an interest or estate in any part or parts of the Site;
- 2.3.2 are enforceable by the Council.

The Airfield Operator and Airfield Owner's Covenants

- 3 The Airfield Operator and the Airfield Owner hereby covenant with the Council that they and their successors in title will observe and perform the obligations and restrictions set out in this Agreement and Schedules 1, 2 and 3 attached hereto as planning obligations enforceable by the Council.

The Council's Covenants

- 4 The Council hereby covenants with the Airfield Operator and the Airfield Owner and their successors in title they will observe and perform the obligations and restrictions set out in this Agreement.

Consultative Committee

- 5 The Airfield Operator covenants with the Council to:
- 5.1 As soon as reasonably practicable after Commencement of Development establish a reconfigured Consultative Committee in accordance with the Constitution and Terms of Reference set out in Schedule 1 of this Agreement or such other terms in accordance with the Guidelines as may be agreed with the Council;
- 5.2 To fully participate in the operation of the HACC including attending meetings providing requested information and responding to any questions or other points raised by the HACC;
- 5.3 Review the operation of the HACC after one year and thereafter every three years from the date of this Agreement or as may be requested by the Council having regard in carrying out such review to the need to ensure continued adherence with the Guidelines or any guidelines which may replace them; in the event of default by the Airfield Operator, the review may be conducted by the Council on giving no less than 4 weeks' notice to the Airfield Operator; and
- 5.4 Following a review under clause 5.3 above and prior to implementation to submit any such changes to the Council for its written approval and any approved changes to the HACC shall be implemented commencing with the first meeting of the HACC following such approval.

Discontinuance and Revocation

- 6 The Airfield Operator and the Airfield Owner hereby covenant with the Council as follows:
- 6.1 Not to implement and not to carry out any development, or where implementation has already occurred not to carry out any further development within the meaning of the 1990 Act, and to discontinue use of the Site under the Existing Planning Permissions with the intent that the Existing Permissions are effectively revoked and shall thereafter be of nil effect;
- 6.2 If so required by the Council at any time to accept without objection the making of a discontinuance order under section 102 of the 1990 Act or a revocation order under sections 97 - 99 of the 1990 Act in relation to the Existing Planning Permissions or

any other lawful use of the Site acquired up to the date of the completion of this agreement whether granted by planning permission or otherwise; and

- 6.3 Not to make any claim for compensation or for any other payments costs liabilities or expenses in respect of or arising from any such discontinuance or revocation order referred to in clause 6.2 and to do all such things whether requested by the Council or otherwise including the execution of any deed document consent or authorisation as may be reasonably necessary to effect that discontinuance or revocation and not to make any other claim whether monetary or otherwise arising howsoever from the making and confirmation of any such orders.

Release of the 2002 and the 2010 Agreements

- 7.1 The Council being satisfied that the Existing Permissions will be subject to the obligations contained in clause 6 from the date of this Agreement releases the First Owner and the First Interested Party and discharges the Site from the 2002 and 2010 Agreements with the intent that hereafter the 2002 Agreement and the 2010 Agreement shall be extinguished.
- 7.2 The Council covenants with the Airfield Owner to cancel the entries made to protect the 2002 Agreement and the 2010 Agreement in the register of local land charges maintained by the Council within 14 days of the date of this Agreement.

Noise Testing of Aircraft

- 8.1 The provisions of this clause 8 shall apply to:
- i. any fixed wing aircraft without an EASA, FAA or other ICAO compliant ICAO Annex 16 Chapter 6 or Chapter 10 noise certificate; and
 - ii. any fixed wing aircraft whether certified or not which has been subject to repeated complaints about noise or disturbance.
- 8.2 If such an aircraft using the Airfield gives rise to complaints made to the Airfield Owner or Airfield Operator or the Council on grounds of noise or disturbance caused to local amenity or if the Council reasonably requests having itself properly investigated the matter, then at the request of the Council the Airfield Operator shall take such steps as may be necessary to identify such aircraft and procure at its sole expense that a Comparative Noise Test is conducted on the subject aircraft.
- 8.3 The Airfield Operator shall take all necessary steps to ensure that the Comparative Noise Level is ascertained within one month of the date of this Agreement with at least one Council representative being present.
- 8.4 A Comparative Noise Test shall be carried out in accordance with the procedure set out in Schedule 2 paragraph 2 to this Agreement.

- 8.5 Unless agreed in writing with the Council, such test shall be carried out and completed within 21 days of receipt of the Council's request under clause 8.2 above.
- 8.6 If the Test Noise Level of the aircraft does not exceed the CNL it shall be permitted to use and remain on the Airfield; in the event that the Test Noise Level exceeds the CNL it shall not be permitted to take off or land at the Airfield.

Management Agreement

- 9.1 The Airfield Operator and the Airfield Owner covenant with the Council that they will at all times adhere to the terms of the Management Agreement a copy of which is appended to this Agreement at Schedule 3.
- 9.2 The Management Agreement shall only be amended or altered with the express prior written agreement of the Council.
- 9.3 The provisions of the Management Agreement in relation to Aerobatic Flying under paragraphs 3.2 – 3.7 of Schedule 3 may be reviewed by either party no less than one year and no later than three years after the Commencement of Development on no less than 1 months' notice in writing to the other party that such a review shall take place, unless the parties agree in writing that no such review is necessary.
- 9.4 If the Council requests that a review under clause 9.3 above is necessary such review may be considered by the Council's Area East Committee (or such other successor Council committee) if that Committee so requests and if the Council (acting through its officers) or the Committee considers it necessary and reasonable they may request that the Airfield Operator and the Airfield Owner enter into a Deed of Variation under s106A of the Act and the Airfield Operator and the Airfield Owner hereby agree that their agreement to enter any such Deed of Variation will not be unreasonably withheld. If such review is undertaken the Airfield Operator and the Airfield Owner shall be consulted as part of the review process and given a reasonable opportunity to respond to the review. Such review shall be without compensation or costs being claimed or payable by any party.
- 9.5 The provisions of the Management Agreement in relation to Arrival & Departure routes and the Circuit route under Schedule 3 paragraphs 3.10 and 3.13 respectively shall be subject to review no later than two years after the Commencement of Development unless the parties agree in writing that no such review is necessary.
- 9.6 If it is agreed between the parties that changes are required to any aspect of the routes referred to in clause 9.5 above (which for the avoidance of doubt includes the height of the Circuit route) on the grounds of air safety or to protect residential amenity the Airfield Operator and the Airfield Owner hereby agree to make such changes to the routes.

Aircraft Operator Agreement

- 10 The Airfield Operator and the Airfield Owner covenant with the Council that no Aircraft Operator shall use the Airfield unless they have first entered into an Aircraft Operator Agreement. In the case of Based Aircraft, such Agreement shall be in writing, recorded in the Log Book and open to inspection by the Council at all reasonable times but in the case of Visiting Aircraft, the Agreement may be agreed orally before arrival and if so shall be noted in the Log Book upon the Visiting Pilot signing in on arrival at the Airfield.

Complaints

- 11 Upon receipt by the Airfield Operator or the Airfield Owner of any complaint about aviation activities at or in the vicinity of the Airfield raised by the Council or a member of the public, or if a breach of the Aircraft Operator Agreement comes to the attention of them by any other means, the Airfield Operator or the Airfield Owner shall use their best endeavours to identify the Aircraft Operator alleged to be responsible and shall investigate fully the complaint unless it is agreed with the Council to be a vexatious or frivolous complaint in which case no further action need be taken. A written report shall be produced as soon as is practicable and in any event in no more than 14 days after the complaint is received. If it is determined after proper investigation that an Aircraft Operator has breached the Aircraft Operator Agreement the Airfield Operator or at its request the Airfield Owner shall invoke the enforcement procedures set out in the Management Agreement.

Burden of the Planning Obligations Contained in this Agreement

- 12 The Council the Airfield Operator and the Airfield Owner hereby agree and declare that:
- 12.1 The planning obligations secured on the Site by clauses 3 and 4 of this Agreement shall take effect on Commencement of Development;
- 12.2 Upon Commencement of Development the Existing Permissions shall be revoked pursuant to clause 6 above and thereafter the use and development of the Site shall be strictly in accordance with the terms of the planning permission granted pursuant to the Application and also in accordance with this Agreement;
- 12.3 The burden of each planning obligation given in this Agreement binds each and every part of the Site affected by that particular obligation into whosoever hands it may come;
- 12.4 No person shall be liable for the performance of any obligation or in respect of any breach of an obligation after they have parted with all of their interest in the Site affected by the obligation in question or the part of the Site on which such breach is

committed but without prejudice to any liability subsisting at the time when their interest in the relevant part of the Site ceased;

- 12.5 A planning obligation not to do any act or thing includes an obligation not to cause or permit or suffer that act or thing to be done by another person;
- 12.6 The obligations contained in this Agreement shall not be binding upon or enforceable against any statutory undertaker or public utility company acquiring any part of the Site or interest therein for the purpose of supplying electricity, gas, water, foul and surface water drainage or telecommunication services;
- 12.7 In consequence of the release given in clause 12.6 above this Agreement may be modified, varied or released without the consent or approval of any such statutory undertaker or public utility company and without them being made party to any document or deed required to effect such modification, variation or release; and
- 12.8 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

Agreements and declarations

- 13 It is hereby agreed and declared that:
 - 13.1 the Airfield Owner and its successors in title shall supply to the Council such information as the Council shall reasonably require from time to time, including the provision of documentary evidence, to verify compliance with the planning obligations contained herein;
 - 13.2 for the purpose of ensuring the due performance of the planning obligations contained in this Agreement the Council their respective officers and all others duly authorised by them may have accompanied access to the Site at all reasonable times on advance written notice to verify compliance with the terms of this Agreement;
 - 13.3 for the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than:
 - 13.3.1 the parties to this Agreement
 - 13.3.2 any persons deriving their title to all or part of the Site under or from the Airfield Owner
 - 13.3.3 any body succeeding to the statutory duties and functions of the Council as the local planning authority;

13.4 nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission relating to the Site granted after the date of this Agreement; and

13.5 if the permission granted subject to the Application is quashed or revoked or otherwise withdrawn this Agreement shall cease to have effect.

Legal costs

14 The Airfield Owner covenants with the Council to pay all proper and reasonable legal costs, expenses and disbursements incurred by the Council in connection with the preparation, negotiation and completion of this Agreement up to a maximum of £2000 (two thousand pounds) such costs to be paid in full immediately on the completion of this Agreement.

Statutory powers

15 For the avoidance of doubt nothing contained in or implied by this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local authority and such rights, powers, duties and obligations under any public or private statute, bye-law, order, regulation or statutory instrument may be as fully and effectively exercised in relation to the Site and the Development or any part of it or in respect of any adjoining or neighbouring land as if the Council had not been a party to this Agreement.

Jurisdiction

16 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

General Provisions

17.1 This Agreement is not and shall not operate or be construed as or be deemed to be a grant of planning permission for the purposes of Part II of the 1990 Act.

17.2 Except as herein provided nothing in this Agreement confers any approval consent or permission required from the Council in the exercise of their statutory functions.

17.3 No forbearance or indulgence (whether express or implied) granted by the Council to the Airfield Owner in respect of any breach of the terms of this Agreement shall prevent the Council from enforcing its rights in relation to any subsequent breach.

17.4 Subject to the provisions of Sections 106A and 106B of the 1990 Act the terms and conditions of this Agreement shall only be capable of being varied by a supplemental agreement executed by the parties hereto or their successors in title.

17.5 This Agreement is a local land charge and shall be registered as such.

- 17.6 Any dispute arising out of the provisions of this Agreement shall be referred to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of that dispute PROVIDED THAT the provisions of these Clauses 17.6 – 17.8 shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Agreement to the Courts and/or in accordance with Section 106 (6) of the Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of Section 106 (6) of the Act for the resolution of any matter arising from the Agreement.
- 17.7 The Expert shall be appointed jointly by the relevant parties to the dispute ("the Relevant Parties") or in default of agreement by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties.
- 17.8 The decision of the Expert shall be final and binding upon the Relevant Parties and the following provisions shall apply:
- 17.8.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct.
- 17.8.2 the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him before making his decision.
- 17.8.3 the Expert shall be entitled to obtain opinions from others if he so wishes.
- 17.8.4 the Expert shall make his decision within the range of any representations made by the Relevant Parties themselves.
- 17.8.5 the Expert shall comply with any time limit or other directions agreed by the Relevant Parties on or before his appointment.

IN WITNESS of which the parties to this instrument have executed and delivered it as their deed the day and year first before written.

The **COMMON SEAL** of
SOUTH SOMERSET DISTRICT
COUNCIL was hereunto affixed
in the presence of:

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)
)
dm Clark
 Solicitor to the
 Council



21/4/00/17

EXECUTED as a DEED by
LOSAN LIMITED
Acting By []
in the presence of:

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L King

Mickey

TERESA VICKERY
15 WATERLOO TERRACE
SWERBORNE
DORSET DT9 3RZ

EXECUTED as a DEED by
HENSTRIDGE AIRFIELD PARTNERSHIP
NO. 2 LLP
Acting By []
in the presence of:

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Geoffarons

Mickey

EXECUTED as a DEED by
EGHS LIMITED
Acting By []
in the presence of:

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Geoffarons

Mickey

EXECUTED as a DEED by
GEOFFREY CHARLES JARVIS
in the presence of:

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Schedule 1

Henstridge Airfield Consultative Committee Constitution and Terms of Reference

Part I Constitution

1. The name of the committee is the Henstridge Airfield Consultative Committee (herein after referred to as "the Committee").
2. The purpose of the Committee is to act as a means of consultation in relation to Henstridge Airfield as if it were set up in accordance with Section 35 of the Civil Aviation Act 1982 (as amended) or any statutory modifications or re-enactment thereof with the Terms of Reference as set out in Part II below. For the avoidance of any doubt, the Committee shall be consulted on matters concerning the management or administration of the Airfield which affects their interests, and will be able to take decisions about this Constitution and Terms of Reference, but it shall have no powers of control over the management or administration of the Airfield, its operation, use or activities.
3.
 - i. The members of the Committee shall be appointed by the bodies or organisations named in Part III below, each of whom shall be entitled to appoint one representative to serve on the Committee with the exception of South Somerset District Council who shall be entitled to appoint two representatives. The voting rights of the representatives are as set out in Part III below. All other persons and bodies shall be without voting rights and any other person or body who wishes to attend a meeting may do so at the discretion of the Chairman.
 - ii. The bodies or organisations shall be entitled to appoint a deputy for their appointed representative who shall be entitled to attend meetings of the Committee in the event of the appointed representative being unable to attend and which deputy shall be entitled to act in the same manner as if he were the appointed representative.
 - iii. Appointed representatives shall hold office for a period of three years.
 - iv. A representative appointed by a body or organisation named in the Schedule who ceases to be a member or officer of that body or organisation shall thereupon cease to be a member of the Committee unless specifically appointed by that body or organisation to continue to represent it on the Committee.
 - v. On the death, resignation or other cessation of membership of a representative, the body or organisation by which the member was appointed shall appoint a further representative to serve for the balance of the period of office of the original representative.
 - vi. The Committee shall have power to co-opt additional members whether individual or corporate but not exceeding three in number to serve for such periods or period as the Committee may determine.

- vii. Any member may be accompanied by an officer or other adviser but any such officer or adviser shall not address the Committee without the approval of the Chairman or have the power to vote in any circumstances.
4. The Committee shall meet twice a year unless the committee resolves otherwise and at such other times as the Committee or the Chairman may from time to time decide and at least 4 weeks' notice shall be given of the date of any meetings.
 5. In addition to such other agenda items as the Chairman agrees the Airfield Operator shall provide to each meeting a report containing:
 - Relevant statistics concerning aircraft movements disaggregated into months of the year
 - A narrative in support of those statistics
 - A forecast of events for the period to the next meeting with supporting narrative
 - A summary of any complaints received since the last meeting
 - A summary of any enforcement action taken and sanctions imposed since the last meeting
 6. All members of the Committee are able to propose to the Chairman agenda items for inclusion on a future agenda but such suggestions must be made in good time and subject to item 7 below, the inclusion of any items on the agenda is at the sole discretion of the Chairman.
 7. If the Chairman receives a written request to hold an extraordinary meeting of the Committee signed by five members, he shall call the meeting within seven days and it shall be held within fourteen days. In the event that the Chairman fails or is unable to comply with such request any five members of the Committee may forthwith call an extraordinary meeting.
 8. For the first 12 months following the establishing of the HACC under clause 5.1 of this Agreement the Chairman of the HACC shall be the Chairman of the Council's Area East Committee. Thereafter, the Chairman of the HACC shall be elected from within the membership of the Committee or may be such other suitably qualified or experienced person as the HACC agrees.
 9. The quorum of all meetings shall be four representative members or their duly appointed substitutes. If the Committee becomes inquorate during a meeting then the meeting will adjourn immediately and any remaining business will be considered at a time and date fixed by the Chairman.
 10. Normally matters should be resolved by consensus: if the Committee decides that a vote is necessary then it shall be determined by a majority of votes of those present on the basis of one vote per representative member. The Chairman shall not have a casting vote but in the event that there is an equality of votes the Chairman may exercise a second vote.
 11. In the event of a vote being taken on any matter the number of actual votes cast and details of the motion put to the Committee should be recorded in the minutes and made publicly available.
 12. Meetings of the Committee shall be open to members of the public and local press but a majority by vote of the Committee can decide with or without notice to exclude the public and local press during the whole or part of a meeting whenever publicity could be prejudicial to the public interest by reason of the confidential nature of any matter to be brought before the Committee or for other special reasons stated and arising from the nature of the proceedings.



13. Ten minutes will be set aside at the beginning of each meeting for public questions.
14. The Secretary of the Committee shall be appointed by the Committee.
15. The Secretary will fulfil the following duties:
 - I. Issuing notices of the meetings of the Committee to the members and to place on the agenda for such meetings any matters which are proper for the Committee to consider and are approved by the Chairman for inclusion on the agenda; and
 - II. Preparing minutes of the meetings of the Committee and distributing them to all members prior to their formal adoption at the next quorate Committee meeting.
16. Any expenses incurred in establishing the Committee and of running it thereafter including any remuneration and other expenses paid to the Secretary shall be met by the Airfield Operator.
17. Alterations to this constitution shall only be made by resolution of the Committee. Any proposed changes shall be submitted in writing to the Committee secretary at least 30 days before the next scheduled meeting date.

Part II

Terms of Reference

1. To provide for the purpose of Section 35 of the Civil Aviation Act 1982 (as amended) a means of consultation with respect to any matter concerning the management, operation or administration of the Airfield which affects the interests of:
 - I. Users of the Airfield
 - II. The local authorities in whose area the Airfield or any part thereof is situated or whose area is in the neighbourhood of the Airfield; and
 - III. Other organisations representing the interests of persons concerned with the locality in which the Airfield is situated
2. To serve as a focal point for the co-ordination of the interests of the Airfield, its users and those who live, work and seek recreation in the local area, and to act as a means of exchanging information and promoting an understanding between the various interests.
3. To consider questions concerned with the operation or management of the Airfield in the light of their effect in particular on the amenities of the locality and, where possible, to agree solutions.
4. To consider questions concerned with the locality in the light of their effect on the operation and management of the Airfield and, where possible, to agree solutions.
5. To receive information on and have raised for discussion any matter relating to existing or proposed Airfield operations, including events, at or from the airfield, and on any proposed developments which are likely to affect or be of interest to the local authorities, local residents and users of the Airfield.

6. To receive information from the operator in relation to complaints about the use, operation or management of the Airfield in order to monitor trends and the Airfield's performance in dealing with any such complaints.
7. To receive information in relation to all enforcement action taken by the operator against any pilot in breach of the Management Agreement.

Part III

Membership of Henstridge Airfield Consultative Committee

The members of the HACC and Votes held:

AIRFIELD MANAGEMENT & USERS

The Airfield Owner	1 vote
The Airfield Operator	1 vote
Owners of resident aircraft	1 vote
Flying school/pilots' organisation	1 vote

LOCAL AUTHORITIES

South Somerset District Council	2 votes
Somerset County Council	1 vote
Dorset County Council	1 vote
North Dorset District Council	1 vote
Henstridge Parish Council	1 vote
Fifehead Magdalen Parish Council	1 vote
Marnhull Parish Council	1 vote
Stalbridge Town Council	1 vote
The Stours Parish Council	1 vote
Buckhorn Weston & Kington Magna Parish Council	1 vote

COMMUNITY GROUPS

Any formally constituted group of residents with an interest in the running and operation of the Airfield and where such group has been recognised by the Council	1 vote
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Schedule 2

Comparative Noise Level and Comparative Noise Test¹

The CNL and Test Noise Level shall be ascertained in accordance with the following:

1. First, the CNL shall be obtained as follows. In summary, the Comparator Aircraft shall be agreed with the Council and then the Measured Comparative Noise Level ("MCNL") of that aircraft type shall be obtained by actual measurement by the Owner/Operator with at least one Council representative being present. The MCNL shall then be adjusted to take into account differences in the certification level and day to day variances and that adjusted level shall be the CNL.

In more detail:

- The type of aircraft to be used as a comparator shall first be agreed with the Council in writing ("the Comparative Aircraft"). This shall either be a Cessna 182S aircraft or other type with the following characteristics:
 - i. It shall be an aircraft with an EASA TCSDN issued for that aircraft type i.e. a post 1988 general aviation aircraft² in common use at general aviation airfields in the UK,³
 - ii. Its highest certified 'Take-Off: Level dB(A)' (NB not 'Limit' dB(A)) should be no more than 82.3 dB(A).⁴
- The noise level of the Comparative Aircraft ("the Measured Comparative Noise Level or MCNL") shall then be measured with a Council Environmental Health officer or Council appointed acoustician, planning officer or agent in attendance as follows:
 - i. With the engine of the Comparative Aircraft run at maximum permissible revs when stationary on the ground;
 - ii. Measured in accordance with industry standards by a qualified acoustician appointed by the Owner/Operator at its expense, who is experienced in taking noise measurements of aircraft, with a calibrated noise meter at a distance of 20m from the wingtip of the Comparative Aircraft measured along the extended chord of the wing.

¹ The purpose of the procedure is for it to be clear, easily managed, transparent and referable to an external certification process of ICAO and or EASA.

² i.e. Under ICAO Annex 16 Chapter 10

³ The type of aircraft and its TCSDN should therefore be able to be compared used for noise reference purposes by any aircraft owner, operator or pilot; see https://www.easa.europa.eu/system/files/dfu/TCSDN%20EASA.IM_A.052%20Issue%204.pdf

⁴ i.e. the highest certified 'Take-Off: Level dB(A)' found in the EASA TCSDN for a Cessna 182S

iii. The MCNL shall be the dB(A) Lmax.

- The CNL shall be the MCNL adjusted as follows:

- i. To take account of any difference in dB(A) to that of a C182S with a different propeller type, the MCNL shall have added to it any difference in certified dB(A);
- ii. The MCNL after being adjusted as per i) above shall be rounded to the nearest integer and in addition 1 dB(A) shall be added to this integer in order to take account of day to day atmospheric and other variances.⁵

2. The **Test Noise Level** shall be obtained as follows⁶ with the same method as in 1 above used to obtain the Measured Comparative Noise Level.

- A Comparative Noise Test shall be carried out on a test aircraft whether a Based Aircraft or visiting or other aircraft ("the Test Aircraft") to ascertain the noise level of the test aircraft ("the Test Noise Level"):
 - i. With the engine of the Test Aircraft run at maximum permissible revs when stationary on the ground;
 - ii. Measured in accordance with industry standards by a qualified acoustician appointed by the Owner/Operator at its expense, who is experienced in taking noise measurements of aircraft, with a calibrated noise meter at a distance of 20m from the wingtip of the Test Aircraft measured along the extended chord of the wing.
 - iii. The Test Noise Level shall be the dB(A) Lmax.

⁵ For example, if the Measured Comparative Noise Level is 93.4 dB(A) at 20m, the CNL would be 94 dB(A).

⁶ Once the CNL has been obtained, the Test Noise Level can be measured for any Test Aircraft by an acoustician appointed by the Owner/Operator without the noise level of any other Aircraft being required to be measured.

Schedule 3

Henstridge Airfield Management Agreement

January 2017

This Management Agreement sets out the terms and matters agreed between the Airfield Owner and the South Somerset District Council. It forms part of the obligations which are the subject of the s106 Agreement relating to Henstridge Airfield and dated *the fifth of December 2017.*

1. Definitions

'Aerobatic Flying': the intentional performance of manoeuvres in an Aircraft involving an abrupt change in its attitude or an abnormal attitude or abnormal acceleration, not necessary for normal flight, and includes the flying or performance of inverted vertical or near vertical climbs, descents, rolls, loops, spins, stalls and sharp turns or a combination each.

'Ab Initio Circuit Training': training in the air of a student pilot to obtain a private pilot's licence which involves the repetitive use of the Circuit.

'Aircraft': shall include aircraft of all types and descriptions including fixed wing aircraft, helicopters, gyrocopters and autogyros.

'Aircraft Movement': a take-off or a landing on the Airfield by an Aircraft.

'Airfield': the area of Henstridge Airfield shown delineated on the Plan of the Airfield attached hereto and used or capable of being used for aviation or related activities in accordance with the planning permission ref 15/04069/FUL or any revision thereto.

'Airfield Operator': the First Interested Party and the Second Interested Party in the s106 Agreement and their successors in title and assigns as the persons ultimately responsible for the operation of the Airfield for aviation or related activities.

'Airfield Owner': the First and Second Owners in the s106 Agreement and their successors in title and assigns.

'Aircraft Operator': the operator of an aircraft which uses or intends to use the Airfield and shall include the operator and Pilot-in-Command of such aircraft.

'Aircraft Operator Agreement': an agreement made between the Airfield Owner and Airfield Operator of the one part, and an Aircraft Operator of the other part, under which the latter agrees to adhere to any rules, procedures, routes or restriction set out in this Management Agreement or a revision thereof and to be subject to such enforcement and penalties for non-compliance or breach as may be contained in this Management Agreement or a revision thereof

'Airfield Website': a website available to be accessed at all times on the internet under the title "Henstridge Airfield" containing relevant information concerning the Airfield for the benefit of Aircraft Operators, the public and others.

'Approved Slot': a time period within which an Aircraft Operator may carry out Aerobatic Flying in the vicinity of the Airfield and which has been previously approved by the Airfield Operator to be available for such Aircraft Operator and in accordance with the time periods set out below.

'Based Aircraft': an aircraft with an agreement in place between the Airfield Owner or Airfield Operator and the Aircraft Operator for which at least a monthly fee is paid (in aggregate or in parts) for the aircraft to be parked on or to use the Airfield or which uses the Airfield as its main or principal base.

'Circuit': a route located to the left or right side of the runway and flown by an Aircraft around one side of the Airfield from take-off until landing on the runway in the same direction as the Aircraft took off. The Circuit forms a rectangle or near rectangle and comprises four legs after initial climb out of an Aircraft, namely cross-wind, downwind, base and final legs, with the proviso that the route may be adjusted by the Airfield Operator so as to minimise noise and disturbance to local residents and persons on the ground.

'Consultative Committee' ('HACC'): the Henstridge Airfield Committee the subject of Schedule 1 to the s106 Agreement

'Fly-In' and 'Open Day': as defined in the s106 Agreement

'Log Book': a record of all aircraft movements and activities at the Airfield to be kept at the Airfield and which contains all of the details set down in paragraph 6.4 of this Management Agreement.

'Management Agreement': this Management Agreement as may be revised and amended with the prior agreement of the Council

'Noise Sensitive Event': an event which involves a gathering of persons other than on the Airfield and which is sensitive to external noise including that of aircraft and includes events such as church services and outdoor events associated with church services, outdoor concerts and musical performances, outdoor plays and theatrical events and equestrian events

'Plan of the Airfield': a plan at no less than 1:1250 scale showing the Airfield delineated on it.

'the s106 Agreement': the Agreement dated *5th December* 2017 entered into under s106 of the Town and Country Planning Act 1990 in respect of the planning application ref. 15/04069/FUL or any revision thereof.

'Special Event': as defined in the s106 Agreement

'Touch-and-Go Landing': a landing followed immediately by a take-off of an aircraft without it coming to a halt on the Land. Each Touch-and-Go landing shall count as 2 movements for the purpose of counting the total number of movements permitted to take place in any given period.

'Vicinity Of': within 2nm of the centre point of the main runway

'Visiting Aircraft': an aircraft other than a Based Aircraft which uses the Airfield for aviation activities including for landing or taking off.

2. Aircraft Operator Agreement

- 2.1 The Airfield Operator and the Airfield Owner shall not permit an Aircraft Operator to use the Airfield for the landing or taking off of an Aircraft unless the Aircraft Operator has first entered into an Aircraft Operator Agreement. In the case of Based Aircraft, such Agreement shall be in writing.
- 2.2 The Aircraft Operator Agreement shall contain the terms set out in sections 3 to 6 inclusive below.
- 2.3 In the case of Visiting Aircraft which may visit occasionally and are not Based Aircraft, except in cases of emergency with imminent danger to persons or property, the Agreement may be agreed orally by phone before arrival when an Aircraft Operator is obtaining PPR (prior permission to land at the Airfield) and if made orally the agreement shall be noted as being agreed by the visiting Aircraft Operator signing the Log Book kept at the Airfield at the first available opportunity after landing at the Airfield.

- 2.4 It shall be the responsibility of the Airfield Operator to ensure that all Aircraft Operators are fully briefed before landing at or taking off from the Airfield of flying conditions, requirements of the Aircraft Operator Agreement including Flying Procedures at the Airfield and also to ensure that relevant details as required are entered into the Log Book.

3. Flying Activities and Procedures

- 3.1 All flying activities and procedures at the Airfield shall be devised by the Airfield Operator subject to considerations of safety but otherwise so as to minimise the noise and disturbance which may be caused to local residents and people on the ground or to locations where Noise Sensitive Events are regularly held or as may be notified as taking place in the vicinity of the Airfield.

Aerobatic Flying

- 3.2 Aerobatic Flying by aircraft landing or taking off from the airfield to perform aerobatics over or in the vicinity of the airfield shall be limited to one period of 20 minutes between 11.00am and 12.00 noon and another 20 minute period between 2.00pm and 3.00pm Monday to Saturday and with none at all on Sundays and bank holidays (**the Approved Slots**).
- 3.3 Aerobatic Flying over or within 5nm of the Airfield shall only be permitted to be undertaken by Based Aircraft. The number of Approved Slots shall be limited to 8 per week, on no more than 4 separate days per week, and not more than 150 in total per calendar year.
- 3.4 Within each Approved Slot multiple aircraft may fly aerobatics, however each aircraft shall count as one Slot towards the weekly and annual maxima of Approved Slots permitted.
- 3.5 No Aerobatic Flying will be conducted so as to conflict with or cause any disturbance to a Noise Sensitive Event when at least two days prior notification of such an event has been given to the Airfield Operator.
- 3.6 With the exception of the aforementioned Aerobatic Flying over the airfield there shall be no aerobatic flying within 5nm of the centre point of the main runway unless in relation to an Open Day or Fly-In or a Special Event.
- 3.7 All Based Aircraft flying within the Approved Slots shall be required to be fitted with an appropriate GPS in accordance with paragraphs 6.1 – 6.3 below in order that compliance with the above restriction is able to be verified by the Airfield Operator after the flight. No Aircraft shall be permitted to take off from the Airfield or perform Aerobatic Flying without such GPS being fitted, turned on to receive signals and in working order.
- 3.8 See further 'Monitoring and Enforcement' below.

Arrival and Departure Procedures

- 3.9 All arrivals by Aircraft at the Airfield shall be strictly PPR (Prior Permission Required).
- 3.10 The Arrival and Departure Procedures as agreed with the Council are appended to this Management Agreement. Except in the case of emergency with imminent danger to persons or property all Aircraft Operators must adhere to these Procedures and the Procedures may not be revised or amended without the prior consent of the Council.
- 3.11 All Aircraft Operators shall be required to receive a briefing before arrival. Such briefing shall be by telephone on the ground before departure to ensure that all Aircraft Operators intending to use the Airfield are familiar with all relevant procedures prior to taking off.

3.12 The Airfield Operator shall ensure that a copy of the arrival and departure procedures shall be posted on the Airfield Website; and in a prominent location within the Clubhouse.

Circuit Flying and Training

3.13 The route of the Circuit as agreed with the Council is appended to this Management Agreement. Except in the case of emergency with imminent danger to persons or property all Aircraft Operators must adhere to this route and the Circuit route may not be revised or amended without the prior consent of the Council.

3.14 The circuit shall be flown by Aircraft at a minimum height of 800 ft. above ground level of the airfield.

3.15 The circuit shall be used with consideration for the amenity of local residents.

3.16 No aircraft shall take off from or land at the Airfield for the purpose of Ab Initio Circuit Training at the Airfield.

3.17 Within a period of one hour, no more than 4 Touch-and-Go Landings shall take place in total at the Airfield

3.18 The Airfield Operator shall ensure that a copy of the circuit flying procedures shall be posted on the Airfield Website and in a prominent location within the Clubhouse.

4. Airfield Management and Operation

4.1 Hangars

No hangar on the airfield shall be used for any non-aviation use or activity.

4.2 Airfield Website

The website shall be available at all times for being able to be accessed on the internet under the title "Henstridge Airfield" (or other title notified to the Council and HACC in advance of being amended or changed) containing relevant and current information concerning the Airfield for the benefit of Aircraft Operators, the public and others. The website shall be kept updated on a monthly basis and the information available shall include at least the following:

- Airfield Operating Hours
- Notification that the Airfield is strictly PPR
- A plan of the Airfield and wider area
- Details of the Circuit
- Flying Activities and Procedures
- Contact name, number and email address of the Airfield Operator (including 24hrs access in case of emergency)
- A copy of:
 - (i) the planning permission granted in accordance with the Application the subject of the s106 Agreement and any revision thereof;
 - (ii) the s106 Agreement;
 - (iii) this Management Agreement.

5. Planning Conditions

Every Aircraft Operator must adhere to the planning conditions attached to planning permission reference no. 15/04069/FUL.

6. Monitoring and Enforcement

Monitoring of Aerobatic Flying

- 6.1 Every Aircraft Operator must be satisfied in advance of taking off that every aircraft which it is to fly from the airfield to perform aerobatics over or in the Vicinity Of the Airfield is able to and does record every flight, its duration and track on a GPS or such other recognised aircraft tracking system as agreed in writing with the Council in advance of use (and hereinafter any reference to "GPS" includes a reference to such other aircraft tracking system approved by the Council). In particular the following requirements must be observed.
- 6.2 No Aircraft in which it is intended to carry out Aerobatic Flying over or in the Vicinity Of the Airfield shall be permitted to take off from or land at the Airfield:
- without such aircraft being equipped with a fixed or portable GPS set up exclusively for the aircraft in question, which is tested and found to be in full working order prior to the flight,
 - without such GPS recording the time, track and location of the subject aircraft in relation to the ground during the whole of such flight, and
 - unless such records are able to be downloaded and stored on the GPS after the flight and are able to be downloaded onto a computer for storage and onward transmission.
- 6.3 The records of each flight shall be retained for not less than 90 days. Such records shall be open to inspection by the Council on request at any reasonable time and if requested shall be downloaded onto a computer for onward transmission to the Council.

Log Book

- 6.4 A record shall be kept of all aircraft movements at the Airfield, including details of the following:
- date and time of arrival/departure
 - point of departure/destination
 - aircraft registration
 - aircraft type
 - name of Pilot In Command
 - number of persons on board
 - purpose of flight
 - confirmation of verbal or email agreement of Visiting Aircraft to Aircraft Operator Agreement
- 6.5 The Log Book shall be kept up to date and retained at the Clubhouse or such other location agreed with the Council. It shall be open to inspection by the Council at all reasonable times who may request for a copy of any part to be sent to the Council as soon as practicable and in any event in no more than 7 days.
- 6.6 A separate log book shall be kept of all complaints and action taken in accordance with paragraphs 6.10 – 6.19 below. Such log book shall be open to inspection by the Council at all reasonable times.

Register of Based Aircraft

- 6.7 A register shall be kept of all Based Aircraft containing the following details:
- aircraft type, description and colour
 - aircraft registration number
 - name of owner and contact details

- aircraft maximum take-off weight
- noise certification if certified

6.8 The register shall be kept up to date and shall be open to inspection by the Council at all reasonable times who may request for a copy of any part to be sent to the Council as soon as practicable and in any event in no more than 7 days.

Complaints

6.9 Subject to paragraph 6.14 below upon receipt by the Airfield Owner or Airfield Operator of any complaint about flying activities at the Airfield raised by the Council or a member of the public, or if a breach or contravention of the Aircraft Operator Agreement comes to the attention of either of them by any other means, the Owner and Airfield Operator shall each use their best endeavours to identify the Aircraft Operator alleged to be responsible and shall investigate the matter fully.

6.10 A written report shall be produced by the Airfield Operator and a copy sent to the Council as soon as is practicable and in any event in no more than 14 days after the complaint was made unless otherwise agreed by the Council.

6.11 If it is determined after proper investigation that an Aircraft Operator has contravened or breached any of the terms of the Aircraft Operator Agreement, the Airfield Owner and the Airfield Operator shall invoke the enforcement procedures set out below.

6.12 The complaint shall be reported to the next meeting of the HACC together with the action taken by the Airfield Operator and any sanctions imposed.

6.13 If agreed in advance with the Council the Airfield Owner or the Airfield Operator may determine that a complaint is frivolous or vexatious if it is apparent that the complaint is without merit and intends to cause inconvenience, harassment or expense to the Airfield Owner or the Airfield Operator. In such a case the Airfield Owner or Airfield Operator need take no further action in relation to the complaint but the complaint shall nonetheless be reported to the next meeting of the HACC.

Enforcement of Aircraft Operator Agreement

6.14 The following action shall be taken against an Aircraft Operator in respect of every contravention or breach of the Aircraft Operator Agreement which comes to their attention.

6.15 The Airfield Operator shall raise the contravention or breach as soon as possible with the responsible Aircraft Operator and issue an oral warning.

6.16 Upon a second contravention or breach of the terms of the Aircraft Operator Agreement by the same Aircraft Operator, regardless of the nature of the contravention or breach the Airfield Operator shall issue a written warning and shall cause the warning to be recorded in the Log Book.

6.17 Upon a further contravention by the same Aircraft Operator within a period of 24 months of a second contravention or breach, the Airfield Operator will issue a final written warning and shall cause such warning to be recorded in the Log Book.

6.18 Upon a further contravention by the same Pilot within a period of 24 months from a final written warning, the Airfield Operator shall ban the Aircraft Operator responsible from any further use of the Airfield for a period of not less than 12 months which ban shall be communicated by the Airfield Operator to the Aircraft Operator responsible both orally and in writing, and shall cause the warning to be recorded in the Log Book and reported to the Council and HACC.

7. Publicity of Restrictions, Requirements and Procedures

- 7.1 The Airfield Operator shall cause the attention of Aircraft Operators intending to use the Airfield to be drawn to the restrictions, requirements and procedures governing the use of the Airfield.
- 7.2 The Airfield Operator shall use best endeavours to cause the information posted on the website to be referenced within Pilot Guides such as AFE and Pooleys Pilot Guides and others which may be published from time to time for the benefit of private pilots.

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Henstridge Airfield Noise Abatement Procedures

Statement

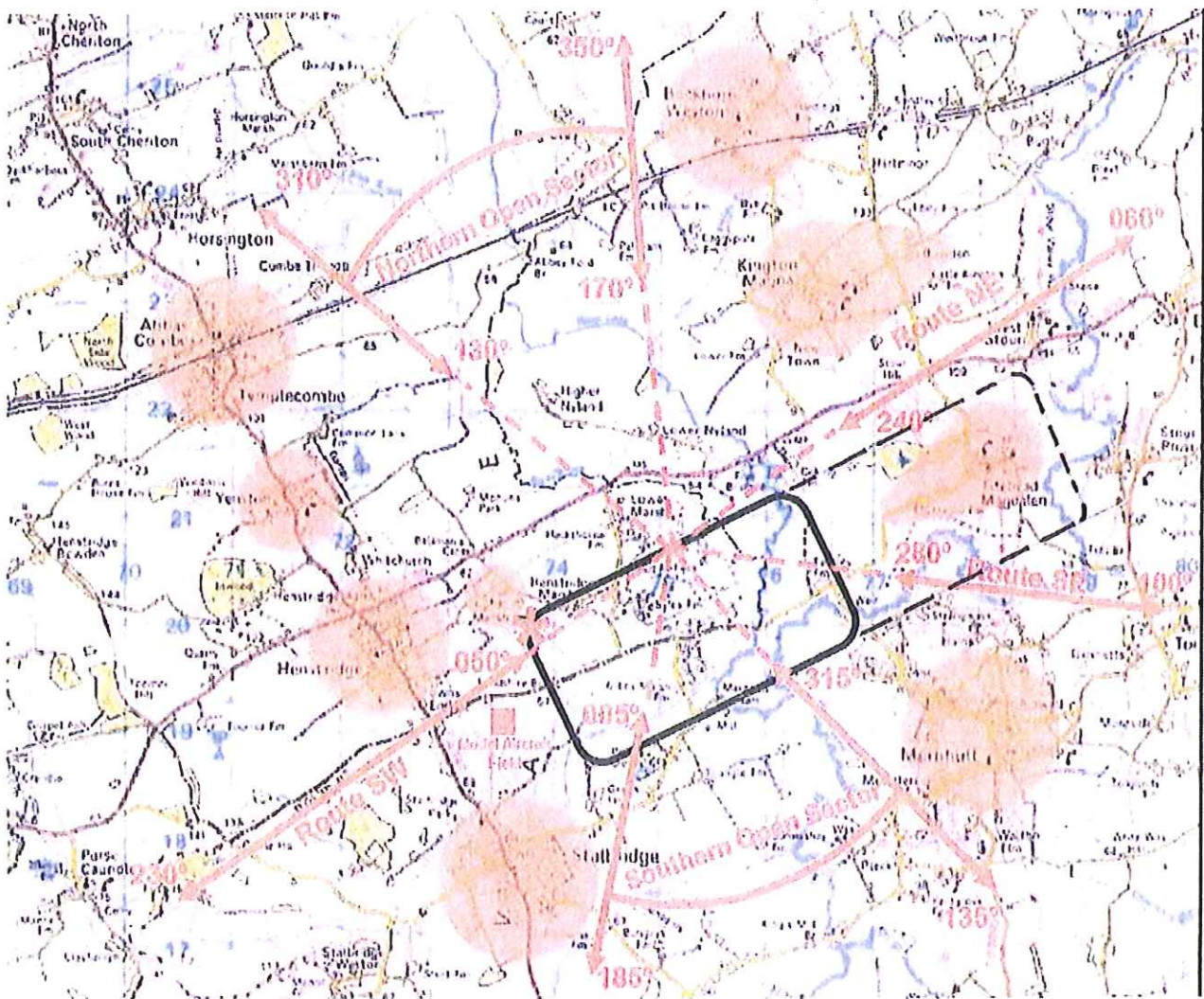
Henstridge Airfield is in the open FIR, has an air/ground radio service and does not have an ATZ. Therefore, Henstridge Airfield may not exercise control of any kind over an aircraft commander.

However, like most airfields, Henstridge Airfield has noise abatement procedures and is very concerned about fostering good relations with its neighbours.

Henstridge Airfield requests politely that aircraft commanders attempt to comply, if safe to do so, with the noise abatement procedures.

For the avoidance of doubt, nothing that is written in this entry overrides the aircraft commander's freedoms in the open FIR, the aircraft commander's decisions based on good airmanship and the aircraft commander's over-arching responsibility to conduct the flight safely.

Henstridge Noise Sensitive Areas and Advisory Avoidance Routes (caution: routes radiate from runway centre point)



Joining: Standard overhead joins are preferred at Henstridge using one of the above routes, if safe and at the aircraft commander's discretion.

Circuits: Circuits are at 800ft QFE to the south of the airfield - left hand on 25 and right hand on 07. At the aircraft commander's discretion and if safe, please try to keep circuits well within the area bounded by the noise sensitive zones. Red asterisk * on map above denotes the position of a fish farm with five rectangular and four smaller square lakes. At the aircraft commander's discretion and if safe, turn before or near this fish farm when executing the base to 07 finals turn and when executing the 25 climb-out to cross-wind turn - this will avoid entry into the Higher Marsh Noise Sensitive Area immediately to the north west of the red asterisk mark.

Departures: At the aircraft commander's discretion, depart on one of the suggested tracks if this is safe and does not cause a conflict in the circuit. Otherwise, at the aircraft commander's discretion and if safe, follow the circuit in the climb and turn to depart from overhead the airfield.

A. Carr Solicitor to the Council

DATED

5th December

2017

SOUTH SOMERSET DISTRICT COUNCIL (1)
and
LOSAN LIMITED (2)
HENSTRIDGE AIRFIELD PARTNERSHIP NO. 2 LLP (3)
EGHS LIMITED (4)
GEOFFREY CHARLES JARVIS (5)

AN AGREEMENT

**relating to land at Henstridge Airfield, Henstridge, Templecombe
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
Planning Application Ref: 15/04069/FUL**