

# IALA Guideline No. 1063

On

## Agreements for Complementary use of Lighthouse Property

Edition 1

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## Document Revisions

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

Date	Page / Section Revised	Requirement for Revision

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## 1 INTRODUCTION

Lighthouses are a unique and intimate part of a countries maritime heritage. Lighthouses which have been de-manned may have some buildings that are not in active use by the lighthouse authority. These buildings are often of great value either economically, as heritage monuments or in a social context. This often applies to lighthouses which continue to be operational Aids to Navigation.

Both the local community and tourists will benefit from any lighthouse opening. The authority also receives the added benefit of improved public relations, possible funding and/or shared maintenance costs.

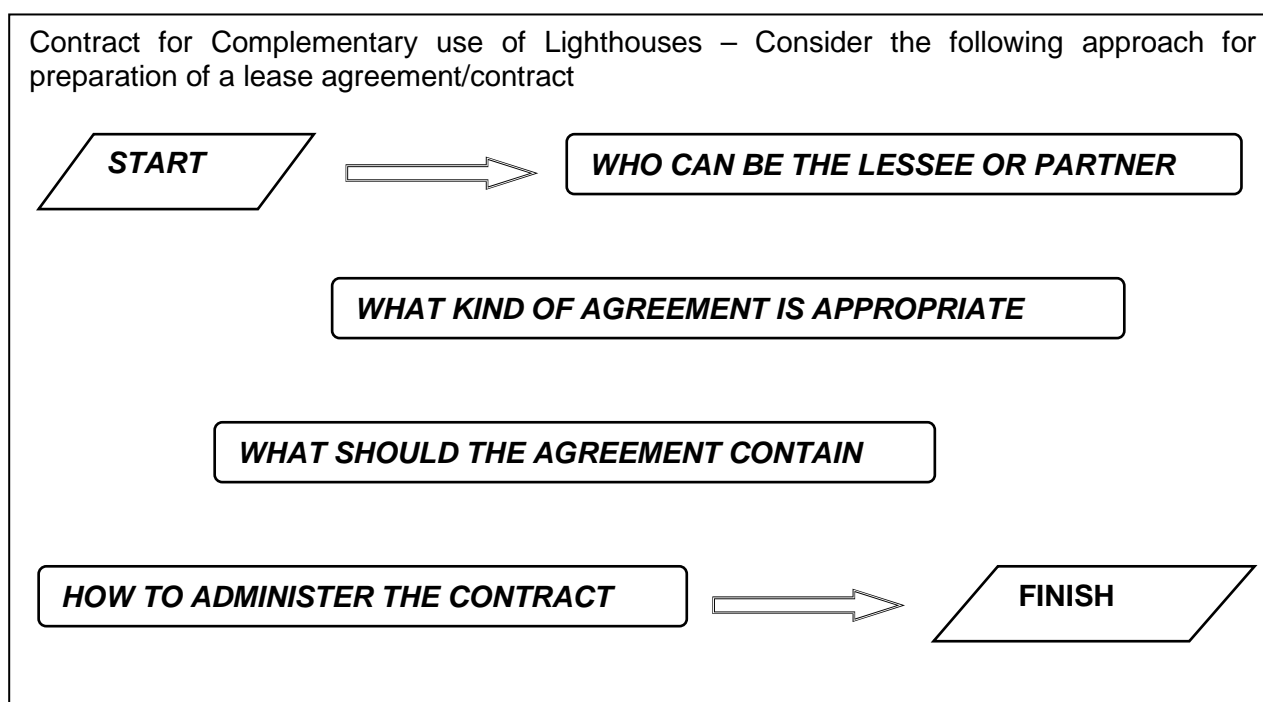
In this document the use of the word lighthouse refers to the lighthouse, associated buildings, equipment, property and land.

Various national authorities have chosen to sell lighthouses or buildings to reduce their maintenance costs. Cost reduction is also possible through leasing schemes where ownership is retained to control development and to ensure its heritage status.

When leasing lighthouses, external organisations can administer the site, and this may be a way to allow public access to the lighthouse. The opening of a lighthouse will allow people to enjoy as well as understand the history and importance of the lighthouse, as part of the local, national and international cultural history. A lease for the lighthouse must be established by agreements / contracts which are based on legal premise. It is important to consider who may be a party to such a contract, the purpose for the lease and other principles for the agreements / contracts at the lighthouses.

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

National administrations should seek professional legal advice when formalising any agreements.



## **2 WHO CAN BE A LESSEE OR PARTNER OF A LIGHTHOUSE AGREEMENT?**

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

- How are the maintenance responsibilities allocated?
- How accessible is the lighthouse?
- Are there any operational restrictions to access?
- What potential has the site for new complementary use?
- What type of new use is acceptable to the authority or to the local community?
- Is the lighthouse situated in an attractive area, and are there other tourist attractions nearby?
- Is there another lighthouse open nearby?
- Is the lighthouse or its surroundings controlled by heritage or other legal regulations?
- Can the lessee be a joint venture partner in other aspects?
- Can the lessee undertake marketing within the agreement?

## **3 TYPE OF AGREEMENTS**

The type of the agreement will depend on the proposed use and particular site specific requirements and restrictions. These agreements are generally used when the lighthouse is still operational as most lighthouse authorities are unlikely to retain sites where there is no operational Aid to Navigation.

- Partnership Agreement;
- Full Maintenance Lease;
- Shared Maintenance Lease;
- License Agreement for Public Access;
- Management Agreements for Public Access.

## **4 WHAT SHOULD THE AGREEMENT CONTAIN?**

Lease agreement / contract for management of a lighthouse or part of a lighthouse station

### **4.1 What should be included in an agreement or a contract**

- Both parties rights and duties have to be clearly described and defined.
- Some of the following points have to be included in a contract, and all should at least be considered for inclusion.

#### **4.1.1 Parties to the agreement**

Lessor:	Name:	Organisation number:
	Address:	Postal address:
	Telephone:	
	Telefax:	Contact person:
	E-mail:	

Lessee:	Name:	Organisation number:
	Address:	Postal address:
	Telephone:	
	Telefax:	Contact person:
	E-mail:	

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

#### 4.1.2 Agreement documents

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

- Site map;
- Heritage Designation;
- Environmental Designation;
- Building or Planning Restrictions;
- Work programme;
- Insurance Responsibilities;
- Health & Safety Risk Assessment;

#### 4.1.3 Lease property

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

The lessee must be informed if there are other lessees on the property, and a summary of their agreement with rights and restrictions.

#### 4.1.4 Heritage protection

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

- The heritage designation shall be annexed to the contract as included in the agreement documents
- It must be defined whether it is the lessor or the lessee, who is responsible for contacting the heritage authority in cases where permissions are required. This responsibility is often not transferable by the owner.

#### 4.1.5 Purpose and conditions of the agreement

The agreement may be entered into for the following purposes and under the following conditions:

- The property shall be preserved in accordance with the heritage designation;
- The lessee shall ensure that existing public access rights are not affected by their operations in accordance with the authorities policy;
- The lessee undertakes to discuss and seek approval for further developments and use with the lessor;
- The lessor will contribute advice on the future maintenance and repair of the leased areas;
- The lessor may consider opportunities to contribute to the maintenance and/or upgrading of the leased areas in light of the budgetary limits in effect at the time;

- The lessee may not use, or allow others to use, the leased property as a dwelling without prior approval;
- The lessee will not sublease the leased property without prior approval;
- The lessee undertakes to give particular emphasis to environmental safeguards in relation to the use and maintenance of the leased areas;
- The lessee undertakes to adhere to health and safety regulations including site specific issues. This shall include an assessment of the risks derived from visitor traffic;
- The lessee shall comply with all the authorities specific maintenance terms;
- The lease should be subject to a periodic review;
- The lessee shall comply with all access agreements/restrictions (e.g. vehicles, boat landings);
- Allocation of costs and maintenance of services (e.g. water, electricity, drainage)

#### 4.1.6 Hand-over

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

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

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

#### 4.1.7 Agreement period

The period of the agreement should be clearly stated with details of renewal arrangements. Means of terminating the agreement must also be stated. A clause should be included for termination as a result of possible future changes in navigational requirements.

The length of the lease can vary to suit local requirements particularly in relation to applications for grant funding. Especially in the case of a longer term lease i.e. more than 5 years, checks should be put in place on a regular basis, annually or bi-annually to ensure that the terms of the lease are being met.

#### 4.1.8 Charges (Rental)

- Alternative 1: In lieu of payment the lessee undertakes to perform duties in accordance with a periodically specified work programme. Since maintenance requirements in the agreement period will vary over the year, it may be agreed that the scope of the work tasks for any particular year may vary;
- Alternative 2: defined amount money;
- Alternative 3: recovery of additional costs to the authority due directly to the complementary use;
- Alternative 4: any combination of the above alternatives.

The agreement should include a periodic review of charges.

#### 4.1.9 Work programme (where appropriate)

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

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



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

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

#### 4.1.10 Maintenance

- The lessee's maintenance obligations are described in the agreement, as detailed in the periodic work programme;
- If no work programme exists – it must be decided whether the lessee should have any responsibility for the maintenance.

#### 4.1.11 Lessor's access to the property

If the lighthouse is still running as an AtoN, it is important that the lessor's personnel have unimpeded access to the leased property.

- The lessee shall if possible be given prior warning, especially in relation to special events e.g. routine maintenance;
- If the lessor's personnel have had to enter a leased building, it is important that the lessee be notified after the event if he has not received prior warning;
- If the lessor needs to stay the night in connection with repairs and maintenance tasks, the lessee shall make necessary space available free of charge if appropriate;
- The lessor shall have a set of keys to all buildings and installations.

#### 4.1.12 Impacts on operational Aids to Navigation

The following matters should be considered for possible inclusion or restriction in the agreement to control the impact on the operation of the Aid to Navigation by the lessee. Some of the items to consider are as follows:

- Impact of floodlighting – illumination should not interfere with the lighthouse light;
- Advertising including illuminated signs should not be visible from sea, must be below focal plane and colours used should be other than red, green, blue, white or yellow;
- Conspicuity of the daymark - External renovation of the lighthouse buildings and tower, must be carried out as detailed in the agreement, particularly in relation to its heritage designation;
- Impact of vehicles adjacent to AtoN e.g. headlights;
- Limitations on parking to ensure rights of access at all times;
- The project should not only allow the operation of the lighthouse tower, but also sufficient space for auxiliary equipment, control and maintenance technical services;
- Safeguarding continuity of communications and other services;
- Access to the lighthouse by authorised personnel shall be allowed without restriction for emergency/maintenance operations;
- Where possible, access to all operational equipment should be independent from that provided for the complementary use;
- Where possible the power system of the lighthouse will be totally independent from those of the area set aside for complementary use;
- Ground maintenance, changes to landscaping and plant selection.

#### 4.1.13 Other aspects to consider

- Use of the leased areas

- Adjoining landowners and access restrictions
- Structural changes
- Compensation in the event of lessor's default
- Lessee's breach of agreement / eviction
- Vacating the premises
- Compensation for changes / upgrading
- FORCE MAJEURE
- Insurance
- Sale

#### 4.1.14 Signature

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

For the lessor:  Place/date: .....  <hr style="border: 0; border-top: 1px solid black;"/> (NN) (position)	For the lessee:  Place/date: .....  <hr style="border: 0; border-top: 1px solid black;"/> (NN) (position)
--	--

#### 4.2 Agreement for exhibition of lighthouse, dwellings and surroundings

The Agreement should include among other things the data mentioned under 4.1 as well as information about Safety Regulations as a consequence of the property being accessed by the public.

In Section 6 you will find some examples of contracts which are currently in use by some authorities.

### 5 SAFETY

#### 5.1 Leased lighthouses

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

- The responsibility for safety is with the lessor;
- The responsibility for safety is with the lessee;
- The responsibility for safety is with both the lessor and the lessee.

#### 5.2 Exhibition of the lighthouse

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

For example:

- Prior to each season the Leaseholder shall check all items using a check list and take appropriate measures at the lighthouse accordingly;
- The lighthouse must be checked before the start of the exhibition season with sufficient time allowed for any adjustments to be made on site – a copy of the completed check list shall be submitted each year to the authority.

In Section 6 you will find some examples of checklists which are currently in use by some authorities.

### **5.3 Organisation, routines and follow-up**

#### **5.3.1 Yearly work programme**

- Where maintenance responsibility is passed to the lessee in the lease then each year the lessee should deliver, by the end of xx (month), a report in writing on the work completed in the course of the past year. The lessee shall submit at the same time, a proposal for next year's work programme.
- The lessor shall conduct an annual inspection of the leased buildings. The lessee will be notified in good time of the date of the inspection. The party responsible for carrying out the work programme will be required to participate in the inspection.

#### **5.4 Yearly report of statistic etc**

An account of the number of visitors from the previous year shall be provided. The number of visitors shall be stated per month as per statistics noted on a checklist. This information can be used when the leaseholder's fee is to be renegotiated.

## **ANNEX I      EXAMPLES OF CONTRACTS**

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

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

#### **STANDARD AGREEMENT AS OF 7 MARCH 2007**

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

##### **1    PARTIES TO THE AGREEMENT**

Lessor:	Name:	Organisation number:
	Address:	Postal address:
	Telephone:	Telefax:
Contact person:		
	E-mail:	
Lessee:	Name:	Organisation number:
	Address:	Postal address:
	Telephone:	Telefax:
Contact person:		
	E-mail:	

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

##### **2    AGREEMENT DOCUMENTS**

The agreement consists of the following documents:

- Lease agreement (this document)
- Annexes:

##### **3    LEASE OBJECT AND AREA**

The agreement relates to ..... Lighthouse Station.

Lease object's address:    Address:  
                                  Cadastral number .....,  
                                  holding number ..., in  
                                  ... municipality

The lease concerns:

**Alternative 1:** The entire property as stated above.

**Alternative 2:** The following specified part of the above property, cf. annex x.:

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

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

#### **4 HERITAGE PROTECTION**

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

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

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

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

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

- Regardless of whether the entire property or parts of it are protected, the property shall be preserved and secured as a cultural monument, and the property's distinctive features shall be preserved.
- The lessee shall safeguard and further develop public access to the lighthouse station property. The lessee's activity on the premises must be geared to the interests of the public and must not come into conflict with those interests.
- The lessee undertakes to keep the lessor informed of his plans for the development and use of the lease object.
- The lessor will contribute advice on the further maintenance and repair of the lease object. The lessor will continuously consider opportunities to contribute to the maintenance and/or upgrading of the lease object in light of the budgetary limits in effect at any time.
- The lessee may not use, or allow others to use, the lease object as a dwelling.
- The lessee undertakes to give particular emphasis to environmental safeguards in relation to the use and maintenance of the lease object.
- ...

#### **6 HAND-OVER**

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

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

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

#### **7 LEASE PERIOD**

##### **Alternative 1:**

The lease agreement runs from xx to xx inclusive, after which the lease terminates without notice. In the lease period either party may terminate the agreement in writing with 1 – one – year's notice. The lessee has the first right to renew the lease provided there has been no breach of the terms of the agreement in the agreement period, and provided that no

overarching premise or guideline call for a change of lessee. In the event of a pledge of a funds granted from government gaming revenues, the agreement period will be extended by the number of years required to meet the criteria for such a grant, however not by more than 40 years, unless overarching premises or guidelines provide otherwise. In the event of a pledge of funds from sources other than government gaming revenues, any necessary extension of the agreement period can be agreed in the particular case, cf point 24.

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

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

## **8 CONSIDERATION**

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

## **9 WORK PROGRAMME**

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

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

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

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

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

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

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

**Alternative 1:**

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

**Alternative 2:**

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

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

(deleted)

## **12 MAINTENANCE**

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

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

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

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

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

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

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

## **14 USE OF THE LEASE OBJECT**

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

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

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

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

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

prevention measures and other safety measures do not suffer impairment. The lessee shall report to the lessor any and all factors of significance for fire safety.

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

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

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

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

## **15 STRUCTURAL CHANGES**

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

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

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

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

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

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

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

(deleted)

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

(deleted)

## **19 VACATING THE PREMISES**

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

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

## **20 COMPENSATION FOR CHANGES/UPGRADING**

When the lease object is returned to the lessor, no financial compensation will be given for changes or upgrading undertaken by the lessee pursuant to the work programme. Neither



will financial compensation normally be given for changes or upgrading undertaken by the lessee pursuant to special prior approval under point 15. In the event of major maintenance and upgrading works, it may be agreed that such works shall be performed for the lessee's account and be written off over a specified period. The normal depreciation period is 10 years.

## 21 FORCE MAJEURE

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

## 22 INSURANCE

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

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

## 23 SALE

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

## 24 MISCELLANEOUS

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

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

## 25 LEGAL VENUE

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

## 26 SIGNATURE

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

For the lessor:  Place/date: .....	For the lessee:  Place/date: .....
_____ (NN) (position)	_____ (NN) (position)

## **2 AGREEMENT CONCERNING THE RIGHT TO EXHIBIT LIGHTHOUSE - SWEDEN**

Diary number: xxxx-xx-xxxxx

### **AGREEMENT concerning the right to exhibit a lighthouse**

Lessor                    The Government through the Swedish Maritime Administration (SMA),  
                                 202100-0654  
                                 SE-601 78 Norrköping  
Phone: +46-(0)11-191000

Lessee                    xxxxxxxx

#### **1 § Grant of Seasonal Access**

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

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

#### **2 § Period of Agreement**

The Agreement is valid for one year from 1<sup>st</sup> April.

#### **3 § Notice of Termination**

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

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

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

#### **4 § Fee**

The fee for this right to exhibit the lighthouse amounts to Swedish Kronor xxxxxx thousand per year April 1 – March 31. The fee shall be paid in advance to SMA as per invoice and is divided in two payments per year. Part-payment No. 1 shall be paid not later than July 31 and part-payment No. 2 not later than September 30. VAT rate as per the date of payment to be added. For overdue payment, interest according to law and administration costs as is stipulated for collection, will be charged.

#### **5 § Authority Permit**

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

#### **6 § Conveyance/Grant of Agreement**

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

#### **7 § State and Maintenance of the Lighthouse**

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

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

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

#### **8 § Expiry of the Right to Exhibit the Lighthouse**

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

#### **9 § Responsibility**

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

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

#### **10 § Insurance**

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

### 11 § Safety Regulations

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

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

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

### 12 § Special Conditions

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

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

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

Norrköping -.....-.....

XXXXXXX -.....-.....

**Swedish Maritime Administration**

**Lessee**

.....  
XXXXXXX  
Head of Fairway Department

.....  
XXXXXXX

### **Additions to the Lease**

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

### 3 EXAMPLE OF LIGHTHOUSE EXHIBITION AND SAFETY CHECK LIST - SWEDEN

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

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

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

#### Organisation and routines

*Define organisation and local rules for exhibitions*

- Minimum one responsible guide at each exhibition.
- Fix the quantity of visitors per group. Normally not more than 10 persons. Avoid having too many visitors at the same time in narrow lantern houses.
- Define the best way to meet in the staircases (keep to the right).
- First-aid equipment shall be easily accessible.
- Exhibition guides shall carry a mobile phone for alarm and contacts with other staff on site.
- Make a routine for counting the number of visitors.
- Guides and own staff shall have a basic knowledge of fire protection and basic medical treatment.
- Confer with the local Rescue Service about procedures at exhibitions and actions to take in case of fire or accidents.
- A copy of a valid third party insurance including terms of insurance and receipt shall be attached to this list.
- 

#### Physical checks

- Fire alarm system to be checked as per separate instruction.
- Check the fire extinguishers (suspension devices, in good condition, the pressure gauge shall indicate approved).
- Combustibles: Keep tidy, and keep a minimum of combustibles in the lighthouse.
- Make visual inspection of electric cables and electrical equipment.
- Check disposition of batteries; check safety devices against battery acid.
- Check railings, staircases and landings. Attachments, damage, etc.
- Check railings and nets at the lantern terrace. Check shields against objects falling from the lighthouse.
- Check safety devices against crushing at rotating machinery.
- Check that there are warnings on thresholds, beams, machine components, etc. which might cause injury or where people may stumble.

Information to be provided to visitors

*The following rules apply in the lighthouse*

- Keep to the right in the stairs.
- Children under the age of 12 are allowed only if accompanied by an adult.
- Small children are not to be carried on the back or shoulders.
- Dogs or other household pets are not allowed in the lighthouse.
- Smoking or open fire is not allowed in the lighthouse.
- Bottles and thermos flasks are not allowed in the lighthouse.

Miscellaneous

The lighthouse should be kept closed in case of thunderstorms.

Number of visitors

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

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

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

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

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

**The Leaseholders Signature and date.**

#### **4 LICENCE FOR ADDITIONAL USE OF LIGHTHOUSE FOR TOURIST ACTIVITY - AUSTRALIA**

**LICENCE**

**BETWEEN**

**THE AUSTRALIAN MARITIME SAFETY AUTHORITY**

**AND**

**#**

**FOR THE STATE OF**

**[#THE MINISTER FOR THE**

**for and**

**THE MINISTER FOR LAND AND WATER CONSERVATION**

**for]**

## LICENCE

**BETWEEN AUSTRALIAN MARITIME SAFETY AUTHORITY  
AS LICENSOR**

**AND # AS LESSEE**

Dated XXXX XXXX

### RECITALS

- A. Pursuant to the Lease the Licensor has a proprietary interest in the Land.
- B. The Licensor has agreed to grant the Licensee the right to use the Licensed Area on the terms and conditions of this Licence for the purpose of conducting tourist operations.

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

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Defined Terms

In the Licence:

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

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

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

**'CPI'** means:

- (a) the Consumer Price Index (All Groups – *Insert Relevant State*) published by the Australian Bureau of Statistics; or
- (b) if that index is discontinued, the most similar index published by the Australian Bureau of Statistics as agreed between the parties of, failing agreement, as determined by the President of the Institute at the request of either party.

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

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



equivalent body.

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

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

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

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

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

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

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

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

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

**'Month'** means calendar month.

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

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

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

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

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

## 1.2 Interpretation

In this Licence, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of and a party, annexure, exhibit and schedule to the Licence;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Licence or any part of it; and
- (i) a covenant or agreement on the part of 2 or more persons binds them jointly and severally.

## **2. LICENCE**

### **2.1 Grant of Licence**

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

### **2.2 Licence fee**

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

### **2.3 No licence fee review**

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

### **2.4 No tenancy**

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

## **2.5 Licensor may recover costs from Licensee**

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

- (a) the cost of works which the Licensor can reasonably justify in endeavouring to protect the Marine Aid to Navigation Apparatus from tourist interference or activity;
- (b) all costs incurred by the Licensor in making repairs to the Marine Aid to Navigation Apparatus as a result of any damage done by the Licensee or any invitee of the Licensee; and
- (c) all costs incurred by the Licensor in making repairs to the Licensed Area as a result of any damage or accelerated wear caused by the Licensee or invitees of the Licensee.

## **3. TERM OF LICENCE**

### **3.1 Term**

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

### **3.2 Option of a further term**

The Licence will be automatically renewed for the further term set out in **Item 5** of Schedule 1 unless the Licensee gives the Licensor notice in writing at least six months prior to the Terminating Date that the Licence is not to be renewed.

### **3.3 Licence terminates with Lease**

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

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

### **4.1 Licensee not to obstruct Licensor**

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

### **4.2 Improvements or Alterations**

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

to the Licensed Area.

#### **4.3 Consent**

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

#### **4.4 Approved Alterations**

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

#### **4.5 Restoration of Licensed Area**

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

#### **4.6 Obligations of Licensee**

The Licensee must:

- (a) repair to the satisfaction of the Licensor any damage to the Land (apart from the Marine Aid to Navigation Apparatus) caused by the Licensee or its invitees or contractors;
- (b) at all times maintain the Licensed Area (including, paths, lawns and gardens on the Licensed Area) in a neat and tidy condition;
- (c) keep the Licensed Area clean and free from rubbish and ensure that all rubbish is stored in proper bins and is disposed of regularly;
- (d) comply with all statutes, ordinances, regulations, by-laws or other legislative instruments applying to the Licensed Area and with all lawful directions or orders given by a State or municipal authority in relation to the Licensed Area including any requirements of State law relating to the licensing of commercial tour operators; and
- (e) obtain and keep current all consents and permits for the use of the Licensed Area as a tourist facility which may be required by a State or municipal authority.

#### **4.7 Evidence of consents and permits**

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

#### **4.8 Licensor may recover costs of works from Licensee**

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

#### **4.9 Substances prohibited on Licensed Area**

The Licensee must not:

- (a) permit anything to be done on the Licensed Area which may constitute an offence against any law or may render the Licensor liable to pay any damages, compensation or penalty;
- (b) permit alcohol or any illicit substance to be brought on to the Licensed Area; or
- (c) permit smoking on the Licensed Area.

#### **4.10 Warranty regarding access**

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

#### **4.11 Emergency repairs**

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

#### **4.12 Licensee to be notified of Lease surrender**

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

### **5. CONDUCTING OF TOURS**

#### **5.1 Supervision**

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

#### **5.2 Training course**

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

### **5.3 General conditions**

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

### **5.4 Published material**

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

### **5.5 Advertisements, souvenirs and artefacts**

The Licensee must not:

- (a) erect or display on the Licensed Area any permanent advertisements, placards or signs without first obtaining the consent of the Licensor;
- (b) sell or offer for sale any souvenirs depicting the Land or any part of the Land to which the Licensor has justifiable objections; or
- (c) without the Licensor's written consent remove or allow to be removed from the Licensed Area any artefacts or relics found on the Licensed Area.

### **5.6 Consent**

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

### **5.7 Artwork for publicity material**

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

### **5.8 Display list of supervisors**

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

## **6. ASSIGNMENT AND SUBLICENCE**

### **6.1 Assignment**

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

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

- (b) notice of the assignment is given to the Licensor; and
- (c) the assignee covenants to be bound by the terms of the Licence.

## **6.2 Sublicence**

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

## **6.3 Consent**

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

## **6.4 Works must first be completed**

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

## **7. INDEMNITY AND PUBLIC LIABILITY INSURANCE**

### **7.1 Loss, damage or injury to be Licensee responsibility**

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

### **7.2 Licensor to be indemnified**

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

### **7.3 Public liability insurance**

If the Licensor consents to a sublicence under **clause 6.2** the Licensee must require the Sublicensee, at its own expense, to take out and maintain during the currency of the Sublicence with a reputable insurance company a public liability insurance policy providing a minimum cover for any one event of \$20,000,000 or such other amount as the Licensor may by notice require from time to time,

covering liability in respect of injury or loss to any person arising out the sublicensee's use of the Licensed Area and including the Licensor and the Licensee as separate insured.

#### **7.4 Evidence of insurance**

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

#### **7.5 No warranty of suitability**

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

### **8. TERMINATION**

#### **8.1 Either party may terminate**

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

- (a) the other party commits a material breach of any of its obligations and has not remedied the breach within 30 Business Days of receiving notice of the breach; or
- (b) the Land is damaged to the extent that it is no longer suitable for the conducting of guided tours by the Licensee.

#### **8.2 Termination by Licensor**

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

#### **8.3 Termination by Licensee**

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

#### **8.4 Termination not to affect accrued rights**

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

#### **8.5 Removal of articles etc upon termination**

Upon the termination of this Licence, the Licensee must:

- (a) remove all articles of its property from the Licensed Area;
- (b) remove any rubbish and leave the Licensed Area in a clean state and in good repair and condition; and
- (c) repair to the satisfaction of the Licensor any damage to the Licensed Area



caused by the Licensee or invitees of the Licensee.

## **8.6 Licensor may charge Licensee for certain costs**

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

## **9. NOTICES**

### **9.1 Writing**

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

### **9.2 Service**

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

- (a) in the case of delivery in person, when delivered;
- (b) in the case of posting, at the expiration of 2 Business Days after the date of posting; and
- (c) in the case of facsimile, on the first Business Day after the date of transmission (provided that the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).

### **9.3 Changes of address**

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

## **10. STAMP DUTY**

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

## **11. PAYMENT FOR LICENSOR COSTS**

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

**12. APPROVALS AND CONSENTS BY LICENSOR**

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

**13. TIME OF THE ESSENCE**

Time is of the essence in this Licence.

**14. ARBITRATION**

**14.1 Submission**

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

**14.2 Costs**

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

**15. LICENSOR'S WORKS**

**15.1 Licensor's Works**

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

**15.2 No public access**

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

**15.3 Maintenance**

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

**SCHEDULE 1**

**Item 1 Land** (clause 1.1)

**Item 2 Commencing Date** (clause 1.1)

First day of

**Item 3 Terminating Date** (clause 1.1)

Thirtieth day of

**Item 4 Term** (clause 1.1)

25 years

**Item 5 Option** (clause 3.2)

25 years

**Item 6 Training Courses** (clause 5.2)

Maximum number  
of people on course: 5  
Duration of course: 2 hours  
Venue for course: the Land  
Cost of course: \$xxx (adjusted annually in accordance with the  
movement of the CPI since the Commencing Date)  
Travel costs: \$xx per hour (adjusted annually in accordance with the  
movement of the CPI since the Commencing Date)  
plus travel expenses to be reimbursed on presentation  
of receipts

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

**Item 7 Contact at Licensor** (clause 9.1)

Name: National Property Officer  
Australian Maritime Safety Authority  
Address: 25 Constitution Ave, Canberra City ACT 2600  
Postal address: PO Box 2181, Belconnen ACT 2601  
Telephone number: (06) 279 5645  
Facsimile number: (06) 279 5950

**Item 8 Contact at Licensee** (clause 9.1)

Name:  
Postal address:  
Address:  
Telephone number:  
Facsimile number:

**Item 9**    **Designation of person who may give consents or approvals**  
(clause 12)

Manager, Business Services and Quality Management

**SCHEDULE 2**

**PLAN OF PREMISES**

**SCHEDULE #**

**CONDITIONS RELATING TO CONDUCTING TOURS**

1. No more than 10 visitors plus the guide are allowed inside the Premises at any time.
2. Extra visitors are to remain outside the Premises until permitted to enter by the guide.
3. Visitors are to remain as one group for the duration of the inspection.
4. The supervisor must always be the first person into operational areas and the last person out.
5. Visitors are to assemble at the ground floor area. Then under direction they may proceed to the landing area below the equipment room with the supervisor following.
6. When the visitor group is assembled on the landing, the area is to be chained off and visitors are only to proceed to the equipment room landing under direct supervision.
7. No visitors are to be allowed access to the lantern room or the balcony of the lantern room unless prior permission has been given by the Licensor.
8. Movement to the equipment room balcony is to be controlled by the supervisor who must remain with the group for the duration of the visit.
9. Upon completion of the inspection of the equipment area the group must re-assemble at the landing below and only proceed down to the ground floor area when directed.
10. Under no circumstances is the Premises entrance door to remain open and unsupervised whilst a group is inside.
11. Supervisors are to ensure that equipment is not isolated or placed in an inoperative condition.
12. The Premises entrance door is to remain locked between visits.

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**EXECUTED** as an agreement

THE SEAL of **AUSTRALIAN** )  
**MARITIME SAFETY AUTHORITY** is )  
affixed in accordance with a resolution )  
of the Authority in the presence of: )

.....  
Signature of witness

.....  
Signature

.....  
Name of witness (print)

.....  
Name of signatory (print)

**SIGNED** by # )  
for the )  
in the presence of: )

.....  
Signature of witness

.....  
Signature of Minister

.....  
Name of witness (print)

.....  
Name of signatory (print)

**BUILDING CODE OF AUSTRALIA REPORT**

Relevant report to be included in Licence

## **5 COMPATIBILITY OF ADDITIONAL USES OF LIGHTHOUSES WITH THE MARITIME AIDS TO NAVIGATION SERVICE – SPAIN**

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

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#### REFERENCES

#### **LEGAL**

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

#### **TECHNIQUE**

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

#### **REQUIREMENTS**

##### **GENERAL REQUIREMENTS**

- G-1. To defend the aid to navigation and protection of the service that the above provides, the complementary uses of the lighthouse should respect both the rights of way that the lighthouse has established and those that *(the Ministry of Public Works)* may establish in the future, in accordance with *(Article 91.6 of Law 48/2003 on the Financial System and Provision of Services at Ports of General Interest)*.
- G-2. To preserve the architectural heritage that lighthouses constitute, the uses and activities authorised to them must be in line with *(Article 94.1 of Law 48/2003 on the Financial System and Provision of Services in Ports of General Interest)*.
- G-3. Irrespective of the authorised use, if due to the service or the need for technological adaptation it is necessary to modify the eventually authorised use, this will be met by the developer or manager of the complementary use, and under no circumstances will the modifications imposed for this reason be liable to compensation.
- G-4. In terms of the lighthouse tower and building, no types of posters or signs may be attached, especially those relating to advertising or trademarks.

- G-5. Any type of poster or sign that refers to the complementary use of the lighthouse must be installed on a portable structure and may only be visible during public opening times.
- G-6. External renovation of both the lighthouse building and tower must be carried out preserving its original appearance, primarily if it is classified as being of cultural interest or is located within a protected monument site.
- G-7. The project must contemplate an assessment of the risks derived from visitor traffic, which takes into account possible liabilities and ensures the availability of suitable resources to control it. Particular care will be taken in terms of protection due to the existence of slopes, voids or natural accidents that may constitute potential risks to persons.
- G-8. The project must comply with all current regulations in terms of electrical installations and health and safety and any others that may apply.

### TECHNICAL REQUIREMENTS

- T-1. The night-mark signal must not be affected. Possible lighting of the building and its surroundings must be carried out so as not to obscure the lighthouse light or interfere with it.
- T-2. The day-mark signal must not be affected. The appearance, colour and shape of the tower must not change, as this constitutes the day-mark recognition signal for seafarers.
- T-3. Should any form of landscaping be contemplated, this must be carried out taking into account the above T-1 and T-2 technical requirements, bearing in mind the growth of plant species.
- T-4. If there is any illuminated sign, it will not be visible from the sea, it must be below the focal plane of the lighthouse and the light must be established in a colour other than red, green, blue, white or amber.
- T-5. For the maritime signal, the project must reserve not only the lighthouse tower, but also sufficient space for auxiliary equipment and control and maintenance technical services.
- T-6. Access to the lighthouse enclosure and the lighthouse itself will be allowed, without any restriction, to Port Authority personnel or other personnel authorised to carry out control and maintenance operations.
- T-7. Access, from the outside, to the technical areas reserved for the maritime signal will be independent from the one provided for any other type of activity intended to be carried out in the lighthouse building. Should this not be possible, it must be duly justified in the project.
- T-8. The areas reserved specifically for the use, control and maintenance of the maritime signal must be appropriately signed with pictograms prohibiting access.
- T-9. Electricity and water supplies, etc. for the maritime signal area will be totally independent from those of the area set aside for other uses. In cases where this does not occur, it must be duly justified. However, the lighthouse light electricity

supply (maritime signal), both the main and the reserve ones, will be independent from any other use in the lighthouse.

- T-10. The project must guarantee the electromagnetic compatibility of the electric or electronic devices planned for installation with those already in the maritime signal. The Port Authority takes no responsibility for possible interferences caused by existing or future maritime signal equipment, or for its effect on people's health.
- T-11. In the event that the planned complementary uses entail renovation work, smoke outlets must project so that they do not steam up the lighthouse lantern.
- T-12. There will be no parking facilities near the lighthouse tower and vehicles will be controlled within the enclosure to prevent vibrations and possible confusion to seafarers from their headlights, among other effects.

## 6 AGREEMENT FOR SITING THIRD PARTY EQUIPMENT AT A LIGHTHOUSE – THLS ENGLAND

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

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

<b>Agreement Number</b>	
<b>Parties</b>	(1) The Corporation of Trinity House of Deptford Strond of Trinity House Tower Hill London EC3N 4DH (hereinafter called "the Licensor")  (2) XX (hereinafter called "the Licensee")
<b>Premises</b> (hereinafter called "the Premises")	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
<b>Description of Equipment</b> (hereinafter called "the Equipment")	XX XXXXXXXXXXXX
<b>Date of Commencement of Agreement</b> (hereinafter called the "Commencement Date")	XXXXXXXXXXXXXXXXXXXX
<b>Term</b>	XXXXXXXXXXXXXXXXXXXX
<b>Period of Notice required for Termination</b>	XXXXXXXXXXXXXXXXXXXX
<b>Fee</b>	XXXXXXXXXXXXXXXXXXXX
<p>The Licensor and the Licensee hereby agree that the Equipment shall be sited at the Premises in accordance with these Terms of Agreement and the attached Conditions of Agreement for the Siting of Equipment at Trinity House Premises.</p> <p>Signed for and on behalf of the Licensor by .....</p> <p>in the presence of</p> <p>Name.....</p> <p>Address.....</p> <p>.....</p>	
<p>Signed on behalf of the Licensee by .....</p> <p>in the presence of</p> <p>Name.....</p> <p>Address.....</p> <p>.....</p>	

.....
Dated

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

**1. TERM**

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

**2. FEES**

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

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

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

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

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

**3. GENERAL**

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

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

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

3.4 The Licensee shall not do any act or thing which may hinder or prevent the Licensor from carrying out its duties as a General Lighthouse Authority in particular:-

3.4.1 not obscure the light from any of its lighthouses.

3.4.2 not interfere in any way whatsoever with any signals emitted from or transmitted to any of the Licensor's premises, the Licensor having the absolute power to determine what is or is likely to be the cause of any interference.

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

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

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

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

3.7.2 that legal possession and control of the Premises shall at all times remain vested in the Licensor and the Licensee shall not hereby acquire any estate or interest therein.

3.7.3 that the extent of the Premises to be occupied by the Equipment shall be that as the Licensor may determine from time to time

#### **4. INSTALLATION AND REMOVAL**

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

4.2 The Works must comply with the Third Party Temporary Installation Requirements described at Schedule II to this Agreement.

4.3 The Works may not proceed:

4.3.1 until approval is given in writing by the Licensor.

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

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

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

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

#### **5. ACCESS**

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

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

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

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

#### **6. POWER SUPPLY**

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

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

#### **7. LIABILITIES**

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



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- 7.2 The Licensee shall maintain liability insurance cover of not less than £2,000,000 to meet any claim arising under this Agreement.
- 7.3 This Agreement does not in any way imply a responsibility on the Licensor for the service provided by the Equipment.

**8. BREACH OF CONDITIONS**

- 8.1 The Licensor may terminate this Agreement without previous notice in writing at any time if:-
- 8.1.1 any sum payable by the Licensee remains unpaid for more than 28 days whether formally demanded or not.
- 8.1.2 the Licensee fails to remedy any breach of obligation under the provisions of this Agreement within a reasonable time of being requested to do so including failure or inability to remedy its obligations in clauses 3.4 to 3.6.

**9. ASSIGNMENT AND SUB-CONTRACTING**

- 9.1 The Licensee shall not be entitled to assign or sub-contract any portion of this Agreement without the prior written consent of the Licensor. Sub contracting any part of the Agreement shall not relieve the Licensee of any obligation or duty attributable to him under this Agreement or these conditions.
- 9.2 If the Licensor consents to the placing of sub-contracts, a copy of each sub-contract shall be sent by the Licensee to the Licensor immediately it is issued.

**10. BANKRUPTCY AND INSOLVENCY**

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

**11. EXTENT**

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

**12. NOTICES**

- 12.1 Any notices or other communications given under this Agreement shall be given in writing and in the case of those given to the Licensor shall be sent to the Deputy Secretary Trinity House Tower Hill London EC3N 4DH and in the case of the Licensee to its company secretary at its registered office.
- 12.2 Any such notice or other communication shall be deemed to have reached the party to whom it is addressed - in the case of fax, electronic or digital transmissions on the same day provided receipt is confirmed and in the case of a letter or personal delivery on the day of receipt by the person to whom it is addressed.

**13. HEADINGS**

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

14. **LAW AND JURISDICTION**

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

## SCHEDULE I

### **SCHEDULE OF RIGHTS DUTIES AND RESPONSIBILITIES IN RESPECT OF HEALTH AND SAFETY REFERRED TO IN THE CONDITIONS OF AGREEMENT FOR THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES**

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

1. The Licensee will carry out the Works in a safe and efficient manner, in accordance with the Health and Safety at Work Act 1974 and related Acts and Regulations including the maintenance of statutory records ensuring that the Licensee places no person under its control or any other person or persons who may be affected by its actions, in danger.
2. The Licensee will supply its servants agents and sub contractors with Personal Protective Equipment suitable for the work to be undertaken and comply with the Personal Protective Equipment at Work Regulations 1992.
3. The Licensee will provide its servants agents and sub contractors with first aid facilities.
4. The Licensee shall ensure that its servants agents and sub contractors have received appropriate training in relation to the Works and provide the Licensor with such information as the Licensor may require in this respect.
5. The use of substances hazardous to health as defined in the Control of Substances Hazardous to Health Regulations 1999 (COSHH) will be notified to the Licensor's Authorised Representative and the manufacturers data-sheets for those substances forwarded to the Licensor's Authorised Representative for his information, and approval, in each case.
6.
  - 6.1 The Licensee shall record any accidents occurring on the Premises to its servants agents and sub contractors in connection with this Agreement in the Accident Book held on the Premises.
  - 6.2 Any accidents/incidents deemed reportable to the Health and Safety Executive under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) shall be notified to the Licensor's Authorised Representative as soon as possible after the incident and in any event within 24 hours.
7. The Licensee is to carry out a "Risk Assessment" and prepare a "Method Statement" in accordance with the Management of Health and Safety at Work Regulations 1999 as amended (MHSW) and when required provide a written report to the Licensor's Authorised Representative for consideration prior to work commencing.
8. The Licensee shall be responsible for disposing safely of any waste products arising in connection with work carried out under this Agreement.
9. The Licensee shall allow the Licensor to inspect the Licensee's workplace and systems of work at any reasonable time.
10. Should the Licensee not fulfil any of its duties as detailed in 1-9 above or adopts any unsafe practices the Licensor reserves the right to stop the Works.
11. The Licensor will make available at the Premises to the Licensee its servants agents and sub contractors a copy of its Health, Safety and Environmental Policy and the Licensee its servants agents and sub contractors shall comply with the provisions of the Licensor's Health, Safety and Environmental Policy at all times when on the Premises.

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NB. All references above to the "Licensor's Authorised Representative" shall mean the person referred to in clause 4.1 of the Conditions of Agreement for the Siting of Equipment at Trinity House Premises.

**SCHEDULE II**

***Third Party Equipment  
Temporary Installation Requirements***

## TRINITY HOUSE AIM

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

### HEALTH & SAFETY AND ENVIRONMENTAL OBJECTIVES POLICY STATEMENT

The Health & Safety and Environmental objectives of TH are:

- To ensure safety at sea;
- Prevention of human injury or loss of life;
- Avoidance of damage to the environment.

In pursuance of these objectives TH is committed to:

- Providing for safe practices in operations both in ships and ashore;
- Providing a safe working environment;
- Establishing safeguards against all identified risks;
- Continuously improving health and safety management skills of employees including preparing for emergencies related both to safety and environmental protection;
- Continuously improving our health and safety performance by proven conformity to accepted British and International safety management standards and quality systems, recognising legal requirements are the minimum standard;
- Striving to maintain a positive health and safety culture with the ultimate goal of reducing ill health and accidents to an absolute minimum, eliminating them where possible;
- Optimising the consumption of non-renewable resources within practical constraints;
- Investing sufficiently in its assets and resources to meet regulatory obligations in respect of safety and the environment.

The TH Management System will ensure:

- Compliance with legislation, mandatory rules and regulations.

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

MANAGEMENT SYSTEM POLICY STATEMENT

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

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

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

Rear Admiral J M de Halpert  
Executive Chairman  
03 August 2006