

Terms and Conditions

- 1. Subject to clauses 2-7 below, The Crown Estate Commissioners (the Commissioners) permit UAD operators (the Operators) in common with The Crown Estate, the Commissioners and all others authorised by them to enter such Foreshore (as defined in clause 2 below) and such tidal estuaries as are open to the public and belong to Her Majesty in Right of the Crown (excluding under the circumstances specified at clause 7 below) (the Crown Foreshore and Estuaries) for the purpose of operating UADs.
- The Foreshore is tidal land intermittently covered by the sea between Mean High Water ("MHW") and Mean Low Water ("MLW"). MHW is the High Water Mark of medium high tides and MLW is the corresponding Low Water Mark.
- The consent given in clause 1 is subject to the Operators complying
 with all applicable laws, statutes, regulations and codes from time to
 time in force, and obtaining all consents necessary for the operation of
 UADs.
- 4. The Operators acknowledge that:
 - no relationship of landlord and tenant is created by this arrangement;
 - ii. the Commissioners retain control, possession and management of the Crown Foreshore and Estuaries and the Operators have no right to exclude the Commissioners or any other party from the Crown Foreshore and Estuaries; and
 - iii. the Operators do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Commissioners.
- 5. The Commissioners give no warranty that the Crown Foreshore and Estuaries are in a safe condition and fit for the use specified in clause 1,



- and the Operators use the Crown Foreshore and Estuaries at their sole risk.
- 6. The Crown Estate, the Commissioners, staff and agents shall not be held liable for any loss or damages or expenses of any kind (direct, indirect or consequential) in connection with the use of the UADs on the Crown Foreshore and Estuaries.
- 7. Notwithstanding the foregoing provisions, the Operators shall not be permitted to operate UADs:
 - i. anywhere on the Crown Foreshore and Estuaries during the hours of darkness; or
 - ii. anywhere within the Windsor Estate at any time whatsoever; or
 - iii. weighing more than 20kg
 - for commercial purposes including, but not limited to, filming and surveying purposes without the prior written consent of The Crown Estate