

Terms and Conditions for the operation of unmanned aerial devices (UAD) on The Crown Estate Foreshore and Estuaries

Persons wishing to operate unmanned aerial devices (UAD) on our foreshore are granted a permissive right from The Crown Estate; this permissive right does not apply to the seabed or river beds or any other Crown Estate land. The permissive right is also subject to operators adhering to the CAA code of practice, as well as our terms and conditions.

1. Subject to the clauses 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 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 8 below) (the **Crown Foreshore and Estuaries**) for the purpose of operating UADs.
2. On occasions third parties may restrict the operation of UADs on Crown Estate land. For example if the foreshore is within a Site of Special Scientific Interest (SSSI) or a Marine Conservation Zone (MCZ) then the relevant authority may object to certain activities, and so access may be restricted. We expect Operators operating on our foreshore to be sensitive to environmental designations and if necessary obtain any additional consent's. The relevant authority will be Natural England, Natural Resources Wales or the Northern Ireland Environment Agency.

Local authorities also have the power to ban the operation of UADs and other activities through the use of byelaws and we would therefore recommend checking with the appropriate authority to ensure that no such ban is in place.

3. 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.
4. 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.
5. The Operators acknowledge that:
 - i. 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.

6. 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.
7. 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.
8. Notwithstanding the foregoing provisions, the Operators shall **not** be permitted to operate UADs:
 - (a) anywhere on the Crown Foreshore and Estuaries during the hours of darkness; or
 - (b) anywhere within the Windsor Estate at any time whatsoever; or
 - (c) weighing more than 20kg.
 - (d) for commercial purposes including, but not limited to, filming and surveying purposes
9. The Crown Estate may restrict or prohibit access to any part of its foreshore at any time without notice