



# Border Force

CERTIFICATE OF AGREEMENT GB/COA/CA/126/23

BETWEEN

**BORDER FORCE NATIONAL FRONTIER APPROVALS UNIT**

AND

**DEANLAND AIRFIELD LLP**

FOR

**DEANLAND AIRFIELD, RIPE LANE, RIPE, LEWES, EAST SUSSEX, BN8 6AR**

### SIGNATORIES

Please sign and have witnessed this acknowledgement of the permission granted for specified operations at **Deanland Airfield, Ripe Lane, Ripe, Lewes, East Sussex, BN8 6AR under NFAU Ref GB/COA/CA/126/23.**

The Signatory should be a Senior Responsible person acting on behalf of the Principal. Witnesses should be of an appropriate senior level within the company, [e.g. Company Finance Officer / Secretary] or a professional person [e.g. Company Accountant; Solicitor etc.]. Please return the signed and witnessed document to: **NFAU Border Force; 1<sup>st</sup> Floor, Admin Block; The Cargo Centre; Birmingham International Airport; Birmingham; B26 3QN.**

I/We acknowledge on behalf of the Principal receipt of the original of this letter and undertake to ensure that the terms and conditions set out therein are fully complied with at all times.

I/We understand that failure to abide by the terms and conditions attached to this permission may result in penalty action under the Customs and Excise Management Act 1979, the Finance Act 2003 and the Customs (Contravention of a Relevant Rule) Regulations 2003 and may also result in the withdrawal of this permission.

**Signed by:**.....

**Dated:** .....

**Print Name & Position in company (Block Capitals):** .....

.....

# FOR AN AERODROME WHERE PERMISSION HAS BEEN GRANTED TO HOLD A CERTIFICATE OF AGREEMENT TO HANDLE LIMITED INTERNATIONAL PASSENGER FLIGHTS

## SECTION 1 – DEFINITIONS

**Certificate of Agreement (CoA):** The document that records the exercise of the Commissioners of His Majesty's Revenue and Customs' (HMRC) permission under section 21 of the Customs and Excise Management Act 1979 (CEMA), the specified movements this relates to, and the conditions with which the Principal undertakes to comply.

**Chargeable Goods:** Goods which are subject to a duty of customs (import duty).

**Charter Flights:** In this context, a chartered flight is classed as an unscheduled flight that is not part of a regular airlines scheduled route. For the purpose of this documents, the term charter does **not** include the hire of a private aircraft by an individuals etc.

**Customs Controls:** Specific acts performed by the customs authorities in order to ensure compliance with the customs legislation and other legislation governing the entry, exit, transit, movement, storage and end-use of goods moved between the customs territory of the UK and other countries or territories or within the customs territory of the UK.

**Customs Declaration:** The act whereby a person indicates, in the prescribed form and manner, a wish to place goods under a given customs procedure, with an indication, where appropriate, of any specific arrangements to be applied.

**Customs Designated Airport:** The airport designated as a Customs and Excise airport in accordance with section 60 of the Civil Aviation Act 1982.

**Customs Examination Area:** An area within the Principal's Premises which is appointed by the Principal, and agreed by the UK Customs Authorities, as a place for the completion of customs examinations.

**Customs Status:** The status of goods as chargeable or domestic goods.

**Declarant:** The person lodging a Customs Declaration in his or her own name or the person in whose name such a declaration is lodged.

**General Aviation:** The term General Aviation (GA) describes any aircraft not operating to a specific and published schedule. This does not refer to a specific type of aircraft, but to the use to which the aircraft are put.

## **Section 1 – Definitions continued**

**Merchandise in Baggage:** Goods carried for commercial purposes by passengers in accompanied baggage on private aircraft from/to Rest of the World Countries.

**Non-Designated Aerodromes:** All aerodromes not designated as a Customs and Excise airport under Section 60 of the Civil Aviation Act 1982.

**Online Declaration Service for passengers:** In the absence of a physical declaration point at the aerodrome, these services should be used as follows:

- **Declare goods and pay tax and duty to UK customs using this link**

Travellers can use this service before arriving in the UK to declare goods if over their allowances and pay any tax or duty owed. This can be done from 5 days (120 hours) before the traveller is due to arrive in the UK.

- **Declare cash being carried into or out of the United Kingdom using this link**

Travellers can use this service to declare cash of £10,000 or more to UK customs if it is being carried Great Britain (England, Scotland and Wales) and a country outside the UK or €10,000 or more being carried between Northern Ireland and any non-EU country.

If travellers need to make a declaration and cannot use these services, they should call the HM Revenue and Customs (HMRC) helpline on 0300 322 9434 Monday to Friday, 8am to 6pm

**Principal:** The company/individual on whose behalf this CoA is signed.

**Principal's Premises:** The aerodrome covered by the CoA

**Proper Officer:** The officer of the Border Force allocated responsibility to consider and decide on requests made under the terms of the permission granted under this CoA.

**Rest of the World Countries:** Any country or territory outside the customs and fiscal territory of the UK.

**Travellers:** All persons travelling on an aircraft (i.e. aircrew and passengers).

**UK Customs Authorities:** All references to the UK Customs Authorities apply to both HM Revenue and Customs and the Border Force.

## **SECTION 2 – THE PERMISSION GRANTED UNDER THIS CERTIFICATE OF AGREEMENT**

The Principal is hereby advised that under section 21 of the Customs and Excise Management Act 1979 the Commissioners of HMRC grant permission for the handling of General Aviation passenger flights to and from Third Countries (including the Channel Islands) at **Deanland Airfield** (the Principal's Premises).

In accordance with section 159(2) of the Customs and Excise Management Act 1979 **Deanland Airfield** (the Principal's Premises) is also appointed as a place for the UK Customs Authorities to examine and take account of goods.

Permission is granted with effect from **3rd April 2023** until **3<sup>rd</sup> April 2028**. This Certificate of Agreement is subject to permission being withdrawn or amended, including for non-compliance with the associated terms and conditions.

The Principal's Premises will be subject to the control of Border Force **Newhaven**.

Further information regarding the immigration requirements that may apply to flights using **Deanland Airfield** can be found in the General Aviation Report (GAR) guidance and further information about the immigration rules, visa requirements and carriers' liability can be found on the [GOV.UK website](https://www.gov.uk).

## **SECTION 3 - CONDITIONS**

The conditions in this agreement represent the requirements of the Border Force for Customs purposes only and should not necessarily be implied to represent the requirements of other Government Departments or Statutory Bodies. Permission is granted subject to the Principal undertaking to observe the terms and conditions attached herewith this agreement.

### **1. All International air movements**

This agreement represents the requirements of Border Force in relation to the embarkation and disembarkation of Travellers for Customs purposes only.

An operator or pilot of a general aviation aircraft is required to report in relation to international or Channel Island journeys to or from the UK, as specified under Sections 35 and 64 of the Customs and Excise Management Act 1979.

The Principal will endeavour to ensure that the General Aviation Report (GAR) is completed.

The Principal is to maintain records at the Principal's Premises giving details of all arrivals at and departures from the Principal's Premises. These records should be faxed to the Control Office as directed by the Proper Officer and the Principal will endeavour to advise UK Customs Authorities immediately of any changes to previously notified information.

## **2. General**

The Principal will endeavour to comply with any special procedures which may be imposed by the Border Force for Immigration purposes and with the requirements of the Police Force responsible for policing the aerodrome.

The Principal must inform all aerodrome users of the conditions of the permission granted and obtain their written agreement to observe them.

**THIS AGREEMENT DOES NOT AFFECT THE OBLIGATIONS PLACED ON THE OPERATORS OR CAPTAINS OF AIRCRAFT UNDER SCHEDULE 7 OF THE TERRORISM ACT 2000.**



## **APPENDIX B: TRAFFIC PERMITTED UNDER THIS CERTIFICATE OF AGREEMENT**

- **General aviation passenger flights only.**

**Note – There are restrictions based on the nos. arriving based on ability to safely control passengers and Merchandise in Baggage cannot be imported.**

Certain goods are subject to prohibition or restriction at import into the UK. As those prohibitions and restrictions are subject to change, it is not possible to include information about goods which may be affected in this CoA; consequently, all Travellers must consult government guidance and legislation on banned goods and restricted goods which require a licence or permit.

**Warning: There are heavy penalties including imprisonment for bringing restricted goods (where travellers do not have the necessary licence or permit) or banned goods into the UK.**

All Travellers must ensure they comply with customs requirements. Information can be found at <https://www.gov.uk/bringing-goods-into-uk-personal-use>.

Notwithstanding anything else in this agreement, permission is given for movements arriving from, or departing for Northern Ireland.

## **APPENDIX C**

Non-Designated Aerodromes are not permitted to handle the general importation or exportation of rest of the World Countries' traffic and consequently **Deanland Airfield** is **not permitted** to handle the following traffic:

- Schedule passenger flights from Rest of World Countries.
- Chartered flights from Rest of the World Countries.
- General cargo destined for import from Rest of the World Countries.
- General cargo destined for export into Rest of the World Countries.
- Rest of the World status civil aircraft destined for import into the UK.
- Civil aircraft landing in the territory of the Rest of the World for refuelling.
- Merchandise in Baggage.

### **Failure to comply with these requirements may lead to penalty action.**

These restrictions apply at all times and as such, **Deanland Airfield LLP** must take the necessary steps to ensure that **Deanland Airfield** does not handle these flights **at any time** (subject to the exceptions detailed in sections 21(4) and 21(5) of CEMA).

**This includes any periods of time during which the aerodrome is being manned by a Third Party i.e. Flight Sport Aviation- Flying School**

**It is the responsibility of the Principal to ensure any leaseholders comply with Customs requirements.**

## APPENDIX D

### SPECIFIC TERMS & CONDITIONS OF THE AGREEMENT

1	<p>The permission granted represents the requirements of the UK Customs Authorities in relation to the loading, unloading, clearance and examination of goods and Travellers for Customs purposes only.</p> <p>Failure of The Principal to adhere to any, or part, of the legislative provisions of this agreement may result in the withdrawal of this permission.</p> <p>Serious or repeated breaches of the terms and conditions and/or operating or attempting to operate, or collusion with, deliberate, non-compliant activity(s) may also include suspension and/or withdrawal of this permission.</p> <p>Use of the facilities to undertake activities that breach current legislation in respect of the smuggling of prohibited or restricted goods or the evasion of revenue by any means may lead to immediate suspension of the permission pending further investigation.</p> <p>It is the Principal's responsibility to keep fully up to date with current and future legislative and/or procedural changes relating to the operation of the aerodromes.</p>
2	<p>In accordance with sections 27 and 28 of the Customs and Excise Management Act 1979 the Principal must allow Officers of the UK Customs Authorities access to the Principal's Premises on production of proof of identity, without let or hindrance either in an official vehicle or pedestrian access for the purposes of boarding and/or searching an aircraft.</p> <p>Officers of the Border Force and as may be necessary HM Revenue and Customs, may examine any goods deposited on or in the Principal's Premises, as and when required and the Principal must render such assistance to the Proper Officer as he/she may reasonably require for the proper performance of his/her duties.</p> <p>When flights from approved locations are expected, access to and egress from the aircraft shall be permitted only to passengers and crews of aircraft arriving on or departing on such flights and to other categories or persons as the Proper Officer may allow.</p> <p>Upon request from an officer to the Border Force, international arriving passengers shall be kept separate to the satisfaction of the Proper Officer from passengers arriving or departing on flights within the UK.</p> <p>The Principal shall provide any assistance requested by Border Force staff challenging vehicles or persons entering or leaving the Principal's Premises.</p>

3	<p>The Principal must provide safe working conditions for all UK Customs Authority staff attending the premises including safe means of access to planes. The working conditions must meet the standards set by the competent safety authorities (Health and Safety at Work Act 1974).</p> <p>The Principal's Premises must be maintained, secured and in a state of good repair to the satisfaction of the UK Customs Authorities and the Principal must provide a Health and Safety Risk Assessment specific to the aerodrome to the UK Customs Authorities on request.</p>
4	<p>Charges for attendance of an Officer of the Border Force outside of normal hours shall be paid as the Secretary of State and the Director of Border Revenue requires and the Border Force reserves the right to refuse requests for attendance outside the allocated hours. Outside of these hours import/export processing and release facilities are available through the HM Revenue and Customs National Clearance Hub.</p>
5	<p>The Principal must provide details of the facilities' operational opening and closing hours / days to the UK Customs Authority and prior approval and agreement must be obtained from the UK Customs Authorities for any amendment to these agreed operational opening and closing times.</p>
6	<p>The Principal must make suitable arrangements to ensure that access to the Principal's Premises is given only to those categories of person(s) whose duties necessitate their presence within that specific area or any other such person who has obtained the prior consent of an Officer of the Border Force; and must impose suitable checks to preclude unauthorised access and report any evidence of irregularity immediately to the Border Force</p>
7	<p>The Principal must produce records and accounts [or provide easy access to them where records are maintained and archived in an electronic format] to the UK Customs Authorities when and where required - Finance Act 1994, section 23 refers. Any act of tampering with, or falsifying documents and/or electronic records will constitute a serious breach of this agreement which may result in penalty action being taken.</p>
8	<p>Immediate notice must be given to the Border Force NFAU and the Proper Officer of any change to the Principal's financial standing which may impact on their ability to operate the aerodrome in accordance with the terms and conditions of this agreement.</p>
9	<p>The permission referred to in this document has been granted only in respect of the legal entity named and the aerodrome specifically referenced within this agreement. In the event of there being a change in respect of the Principal, prior notice must be given to the UK Customs Authorities in order to update the Certificate of Agreement.</p>

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Failure to comply with the terms and conditions may result in penalty action and/or the withdrawal of this permission.

Operating or attempting to operate, or collusion with deliberate, non-compliant activity(s) may also result in penalty action and/or the withdrawal of this permission. Penalty action and/or proven non-compliant activity could have a detrimental impact upon any Authorised Economic Operators (AEO) approval.

**APPENDIX E**

**ACCOMMODATION / FACILITIES TO BE PROVIDED ON REQUEST TO BORDER FORCE**

1	The Principal shall provide safe working conditions for all Border Force staff attending the Principal's Premises in compliance with the Health and Safety at Work Act 1974. This includes safe means of access to aircraft.
2	The Principal shall provide and maintain such facilities and appliances reasonably necessary to enable an officer to take account of goods or search or perform any other duties within the Principal's Premises.
3	The facilities required are: <ul style="list-style-type: none"><li>• Access to suitable facilities for the examination of Travellers and their baggage</li><li>• Access to a Customs declaration facility or facilities to allow the submission of an online declaration i.e. WIFI</li><li>• Access to private room or area for interview or search purposes when possible</li><li>• Access to Office facilities when available</li><li>• Access to Sanitary facilities</li><li>• Access to Car parking spaces for official vehicles</li></ul>

**APPENDIX F**

**THIRD PARTY LEASING AND COMMERCIAL AGREEMENTS**

1	In the event of the Principal's Premises or any part thereof being sold, leased or otherwise disposed of to a third party, the Border Force shall be advised in writing by the Principal and this notification shall include details of the lease/agreement and the nature of the operation.
2	The Principal shall be responsible for advising all lessees and commercially agreed tenants in writing of their responsibilities under the terms of the agreement.
3	Where lease/tenancy agreements are provided under paragraph 1 above, the Principal remains legally responsible for complying with the conditions outlined in this agreement.

**Details of space within the Principal's Premises that has been rented or let out to other companies:**

Flight Sport Aviation (Flying School)

**Contacts numbers and email addresses:**

Email: [info@flightsportaviation.com](mailto:info@flightsportaviation.com)

Tel: 07519 527 597