

This Memorandum of Understanding (“MOU”) is drawn up jointly by The Ministry of Defence (“MOD”) and The Marine Society and Sea Cadets (“the MSSC”) (collectively referred to herein as the “Participants”) to define:

- (a) the principles governing how the Participants will work together to support the Sea Cadet Corps (the “Corps”);
- (b) the Participants’ respective roles in supporting the Corps; and
- (c) the ways in which the MSSC’s achievement of its charitable objects for the public benefit and through community engagement, complements and enhances the reputation of the Royal Navy and promotes the broader maritime opportunity acknowledging always its status as an independent charity.

1. **Introduction**

1.1 The Participants have a common interest in supporting and promoting youth movements that advance the education of seafarers and collectively support maritime cadet units through the Corps. This MOU sets out the respective intentions of the Participants with regard to the provision of support to the Corps to ensure effective co-operation and use of resources. This MOU records the background for any agreement the Participants may enter into to deal with matters that may include Grant-in-Aid; liabilities and claims; the exchange of staff; the loan of equipment; the use of facilities and any other matter.

1.2 Unlike the Army, Royal Air Force and Combined Cadet Forces, the MSSC and the Corps are not wholly funded or managed by MOD and are legally separate from it. The MSSC as an independent registered charity must operate to pursue its charitable objects for the public benefit. The MSSC and MOD need to co-operate with each other to ensure that the Corps is effectively funded, managed and supported.

- 1.3 The MOD provides funding, facilities, equipment, access to military estate and input consistent with Government policy and that provided to other MOD sponsored cadet forces to the management infrastructure of the Sea Cadet Association as most recently governed by an MOU between the MOD and the MSSC dated 5 March 2007. The MSSC was established in 2004 as a result of the merger of The Marine Society and the Sea Cadet Association.
- 1.4 MOD policy is to support cadet organisations with which it has an affinity so as to educate young people as to the need and role of the Armed Forces and to make them aware of the career opportunities that the Services can offer. MOD endorses the MSSC's aims. This accords with wider Government policy to support bone fide youth movements whenever it is sensible, practicable and affordable to do so.
- 1.5 In accepting a role as joint sponsor of the Corps MOD recognises the Corps as a bona fide and successful youth organisation. MOD does not expect a specific financial return on the support it provides to the Corps under this MOU or otherwise. It is intended that the MSSC be given financial discretion to manage the funds granted to it under this MOU in a way consistent with Government policy and agreed in accordance with MOD financial planning round requirements between the Participants.
- 1.6 MOD expects that the operating standards maintained within the Corps will be sufficiently high to present the customs, traditions, culture and uniforms of the Royal Navy in the best possible light and contribute significantly to its high standing and reputation in the eyes of the general public. MOD requires that the training standards maintained within the Corps are consistent with the training regulations issued by the Royal Navy/MOD for the management of training in Cadet Forces supported by MOD.
- 1.7 MOD and the MSSC recognise that ensuring that high standards of safety are maintained for cadets and volunteers is central to this MOU.

2. The MSSC

2.1 The MSSC is a Registered Charity, Registered Charity Number 313013 governed by Act of Parliament and a Scheme of the Charity Commissioners of 22 November 2004 (as amended) having its registered office at 202 Lambeth Road, London, SE1 7JW. It is managed by an independent group of trustees, known as the Council (“the Council”).

2.2 The objects of the MSSC, as set out in the governing instruments of the charity are *inter alia* to:

“Promote the development of young people in achieving their physical, intellectual and social potential as individuals and as responsible citizens by the provision of education and leisure time activities using a nautical theme” and to “Advance the education of seafarers”, including “members of the Sea Cadet Corps”

“The Sea Cadet Corps” is defined as

“those properly constituted maritime cadet units, which conform to the policies of the Sea Cadet Regulations, established by the MSSC and which are formally affiliated to it”.

2.3 The MSSC meets its charitable objects by providing administration support, marketing, training resources, field management, financial management, supervision and health and safety guidance to the Corps. It promotes the development of young people in achieving their physical, intellectual and social potential as individuals and responsible citizens and takes individuals from all backgrounds and circumstances.

2.4 The MSSC aims to ensure that the operating standards within the Corps are sufficiently high to present the customs, traditions, culture and uniforms of the Royal Navy in the best possible light and contribute significantly to its high standing in the eyes of the public. It also aims to promote training in the Corps

that develops personal skills, knowledge and career awareness of the Royal Navy.

3. **The Corps**

3.1 The Corps is a voluntary nautical youth organisation for boys and girls. It is an unincorporated association whose constitution is to be found in the Sea Cadet Regulations (“the Regulations”). The members of the Corps are individual Sea Cadet Units in the UK (including Jersey and Guernsey) and Malta affiliated to the MSSC (“the Units”) and approved volunteers working in support of the Corps or the MSSC.

3.2 The aim of the Corps as set out in the Regulations is:

“to help young people towards responsible adulthood by encouraging valuable personal attributes and high standards of conduct, using a nautical theme based on the customs of the Royal Navy”.

4. **The Sea Cadet Units**

4.1 The Units are local youth organisations formed by volunteers and affiliated to the MSSC. Subject to compliance with the requirements of charity law, each Unit has charitable status and is an independent charity. Their constitutions are prescribed by the MSSC in the Regulations. The Unit in Malta is treated in the same way as the other Units, save that it is subject to the laws (including health and safety legislation) of Malta¹.

4.2 The members of the Units are individual children aged from 10 to 18 (“Cadets”) and adults, each of whom belong, or are affiliated, to a particular Unit. They include volunteers working in support of the Corps and the MSSC

¹ The MSSC provides the Unit in the Falkland Islands with full access to its guidelines and procedures, but cannot provide assurance or management of the Unit, or of its Cadets or Staff. The Unit in Bermuda operates under a separate MoU between the MSSC and the Unit dated 30 April 2007, which passes the responsibility for assurance and management to the Unit. Both parties to the MOU undertake to resolve governance issues related to the management of Sea Cadets in the Falkland Islands in a

and some MSSC staff, in addition to volunteers (senior staff officers or district Officers) who are not directly affiliated to a Unit.

4.3 Organisations become affiliated to the MSSC and admitted to membership of the Corps as Units upon

- (a) application to the MSSC;
- (b) acceptance by the MSSC of an undertaking that the organisation will adhere to the Sea Cadet Regulations and deliver Cadet training in accordance with standards and procedures promulgated by the MSSC and agreed from time to time between the Participants ("the Training Standards") which shall include the requirement that:
 - (i) any Cadet training activity conducted by the organisation must be recorded and authorised by MOD as part of the syllabus or ethos of the cadet forces (either by inclusion in Schedule 4 of this MOU or otherwise) (an "Authorised Activity");
 - (ii) any Authorised Activity must be overseen and tutored by qualified instructors and carried out using best practice guidelines laid down by appropriate national bodies and MOD regulation; and
 - (iii) appropriate risk assessments of any Authorised Activity must be carried out.
- (c) grant of a licence by the MSSC to the organisation ("a Licence to Train") authorising it to deliver Cadet training in accordance with the Training Standards.

similar manner to that adopted for Bermuda.

4.4 The MSSC may decline to accept such applications as it sees fit and shall terminate affiliation if, in the view of the MSSC, a Unit has failed in any of its undertakings.

4.5 The Units fulfil the aims of the Corps by training the Cadets.

5. **The Cadets**

5.1 The Cadets are boys and girls between the ages of 10 and 18, who have volunteered to train under the auspices of the Corps and to follow its training syllabus by receiving Cadet training from the Units and the MSSC.

5.2 The Cadets are each enrolled by a particular Unit and are members of those Units.

6. **The Sea Cadet Regulations**

6.1 The Regulations together with associated Training Afloat Regulations ("TARs") are issued by the Council with the endorsement of the Royal Navy the Charity Commission and OSCR.

6.2 The Regulations prescribe the governance, constitution, organisation, administration and conduct of the Corps and the Units. The TARs provide the regulatory framework for all waterborne activity undertaken by the Corps. These two documents, together with the regulatory structure provided by the Marine and Coastguard Authority, provide the framework for safe offshore training.

7. **The National Sea Cadet Advisory Committee (NSCAC)**

7.1 The NSCAC (previously known as the Sea Cadet Advisory Group) is a non-executive representative body. Its composition and role is determined by the Regulations from time to time. It presents to the Council issues and concerns relevant to the running of the Corps.

8. **The Unit Management Committees**

- 8.1 Each Unit or group of Units has a Unit Management Committee ("UMC"). The members of the UMC are the charity trustees of their Unit or group of Units.
- 8.2 The UMCs manage the legal, financial and property affairs of their respective Unit(s) in accordance with the Regulations and the requirements of charity law.
- 8.3 The Regulations prescribe how members of a UMC are elected and how they may be dismissed either individually or collectively.

9. **The Captain and Uniformed Volunteer Staff**

- 9.1 The Corps is afforded the same status as the other Service cadet forces commanded by MOD. The Captain of the Sea Cadet Corps ("the Captain") is Director of Operations and is an employee of the RN. He or his delegate may appoint existing members of Units or of the staff of MSSC sponsored Training Centres, Boating Stations or Offshore Vessels to Royal Navy (SCC) and Royal Marines (SCC) ranks ("Uniformed Volunteer Staff"). Those persons appointed as officers are entitled to use the post nominal honorific RNR or RMR or such as may from time to time be promulgated. Uniformed Volunteer Staff and MSSC employees whose terms of employment require them to hold an SCC rank, remain civilians and are not subject to the Armed Forces Act 2006 as amended or replaced.
- 9.2 The Captain may also appoint one of the Uniformed Volunteer Staff from each Unit as Commanding Officer or Officer in Command of that Unit. The Commanding Officer or Officer in Command is or becomes a member of the UMC and is responsible on behalf of the UMC for ensuring that training is delivered in accordance with the Training Standards. The UMC accepts that the Captain directs the Commanding Officer or Officer in Command in all

matters that relate to such standards or any other matters relating to the safe delivery of training or that could bring the Royal Navy, MOD or the MSSC into disrepute.

- 9.3 In addition to the Commanding Officer or Officer in Command, each Unit or group of Units also has a Chairman of the UMC, who acts as the chair of the UMC and who should not be the Commanding Officer or Officer in Command of that Unit.

10. **Civilian Instructors and Adult Volunteers**

- 10.1 In addition to the members of the UMCs and Uniformed Volunteer Staff, the Units are supported by volunteers known as Civilian Instructors (“Civilian Instructors”) who provide training to the members of the Units, but who are not Uniformed Volunteer Staff.

- 10.2 The MSSC, the Corps and the Units are also supported by individuals (“Adult Volunteers”) who assist the MSSC, the Corps and the Units on a voluntary basis, but who are not Uniformed Volunteer Staff or Civilian Instructors.

11. **Joint Responsibilities**

- 11.1 In accordance with the understandings reached in this MOU the Participants intend to be jointly involved in:

- (a) Health and safety assurance;
- (b) Training Standards development and promulgation; and
- (c) Disclosure and safeguarding checks and procedures according to the requirements of relevant legislation.

- 11.2 It is understood that ensuring high standards of health and safety for the Cadets and any other person associated with the Units and the Corps is central to the relationship between the Participants. The Participants intend to work together as is necessary to ensure that the required levels of health and safety

are achieved in accordance with all applicable laws, regulations and procedures.

11.3 The Participants will jointly agree the Training Standards from time to time in force. It is to be noted that the Off Shore vessels are additionally subject to Marine and Coastguard Authority Regulation and as such are required as a minimum to be guided by the codes and operate to the standards defined by Maritime Law.

11.4 The Participants will continue to ensure that disclosure and safeguarding checks and requirements are carried out, documented and managed as is required by UK-wide legislation.

12. MOD Role

12.1 In accordance with the understandings reached between the Participants MOD will provide an indemnity in the form appended to this MOU and:

- (a) Provide financial support by way of Grant-in-Aid ("GinA") to the MSSC as further described in the Financial Framework set out in Schedule 1 ("the Financial Framework");
- (b) Provide the MSSC with military personnel on loan who will have been subject to disclosure and safeguarding checks and procedures as referenced in 11.1c;
- (c) Loan equipment to the MSSC;
- (d) Permit the MSSC to use MOD training and other facilities consistent with Government policy and that provided to other MOD sponsored cadet forces and as further described in Schedule 3;
- (e) Grant such approvals and permissions to the MSSC as are necessary to allow it to function effectively;
- (f) Record and authorise Authorised Activities in accordance with paragraph 4.3(b)(i); and
- (g) Provide such other assistance to the MSSC and the Corps as is agreed by the Participants.

Financial Support

- 12.2 Subject to Parliamentary approval and Government Accounting Rules, MOD aims to provide financial support to the MSSC as determined by the Participants.
- 12.3 MOD's intention is to provide funding by way of GinA. Conditions applying to GinA are set out in the Financial Framework.
- 12.4 MOD will send the MSSC a formal statement at the start of each Government financial year setting out the funding to be provided with details of how payment is to be made.

Military Personnel

- 12.5 MOD intends to provide the MSSC with military personnel to fulfil designated roles within the MSSC. The terms that apply to the loan of personnel are set out in Schedule 2 to this MOU. The terms of reference for those MOD personnel acting as Area Officers are set out in the Annex to Schedule 2. The MSSC may from time to time make minor changes to the content of these terms, but none which shall be outside of the spirit of the role or its title. A copy of any such changes will be provided to the MOD for information.

Equipment and Facilities

- 12.6 MOD intends to provide the MSSC with the use of accommodation, training and related facilities on the MOD estate or MOD estate under commercial management free of charge; MSSC will reimburse only the marginal costs². The mechanisms to facilitate this will be finalised in the next 12 months. A non-exhaustive list of such equipment and facilities is attached in Schedule 3 as Annex A, together with as Annex B a copy of the relevant draft licence

² Marginal costs are those incurred as a direct result of the activity, that would not have been incurred

proposed by Defence Estates (but not yet agreed by MSSC). Any terms as may be decided that apply to the loan of any existing or new equipment (and its maintenance) and the use of these facilities will be the subject of separate agreements between the Participants.

Arms and Ammunition

12.7 Approval is given by MOD to the MSSC and the Units to hold arms and ammunition under the terms issued by the Secretary of State for Defence for organisations holding the status of military Cadet forces under the control of MOD, provided always that the custody and use of such arms and ammunition is in accordance with the Joint Service Regulations and instructions in force from time to time and notified to the MSSC by MOD. For the avoidance of doubt, it is acknowledged that the MSSC is not subject to the Firearms Act 1968 as amended.

12.8 Approval is also given for MSSC Security Inspectors to issue Certificates of Security when inspecting premises in accordance with JSP 440 provided that:

- (a) Where an inspector recommends that a Certificate of Security be issued but those premises are not compliant with the full requirement of JSP 440, a report of the circumstances is forwarded to PSyA (RN) for accreditation of the risk management plan. If approved by PSyA (RN) a Certificate of Security may then be issued and the PSyA's recommendations are to be included in the Area risk register.
- (b) MSSC, Corps and Unit premises are inspected at intervals of not less than one year.

12.9 The Royal Navy Security Team (RNST) will conduct initial formal inspections of newly acquired premises and the premises of newly affiliated

had the activity not taken place: for example, telephone calls, electricity, meals etc

Units and conduct periodic random inspections so as to maintain an independent process of standards assurance. The RNST will also offer telephone advice and local on-site training as required to the MSSC Security Inspectors.

Authorised Activities

- 12.10 It is the joint intention of the Participants that MOD should have the role of setting out and defining the Authorised Activities as reflected in relevant training regulations to allow training to align with the ethos of the military cadet forces. A non-exhaustive list of Authorised Activities is listed in Schedule 4. MOD undertakes not to amend the list of Authorised Activities without consulting the MSSC in advance.

Other Assistance

- 12.11 Where possible and in accordance with any applicable regulations and procedures MOD intends to arrange for the MSSC to order appropriate goods and services under MOD enabling agreements. The MSSC will pay for any such goods and services in accordance with any applicable financial memoranda for GinA or by any such method as is agreed by the Participants.

13. MSSC Role

- 13.1 In accordance with the understanding reached between the Participants the MSSC will be responsible for:

- (a) The establishment and regular review by Council of a risk register;
- (b) Corps management;
- (c) Financial management and administration;
- (d) Equipment, facility and membership administration;
- (e) Training administration;
- (f) Supervision and inspection of Authorised Activities led by the Area Officers on loan from the Royal Navy;

- (g) Managing the Westminster database;
- (h) The issue of Licences to Train; and
- (i) Compliance with disclosure and safeguarding requirements as required by UK-wide legislation.

Where appropriate, it is intended that the standards expected in relation to those responsibilities and the aims behind them will be reflected in Key Performance Indicators, details of which are to be agreed between the Participants and included in the Financial Framework.

Financial Management and Administration

- 13.2 Subject to the Financial Framework the MSSC is authorised to decide how MOD financial support is utilised to support the Corps and the Units and will distribute funds, travel allowances, assets, equipment and facilities to the Corps and the Units as appropriate to meet the aims and objectives of the Corps and the MSSC.
- 13.3 The MSSC will account for any financial support in accordance with the Financial Framework.

Equipment, Facility and Membership Administration

- 13.4 The MSSC will administer and account for all facilities and equipment provided for Corps and Unit use in accordance with the Financial Framework.
- 13.5 The MSSC intends to administer admission to and termination of membership of the Corps in accordance with paragraphs 4.3 and 4.4 of this MOU and any such additional procedure as the MSSC prescribes in the Regulations.

Training Administration

- 13.6 The MSSC intends to administer the authorisation of Units to deliver Cadet training in accordance with paragraph 4.3 and any such additional procedure

as the MSSC prescribes in the Regulations. A Unit is authorised to deliver training in accordance with the Training Standards on receipt of a Licence to Train from the MSSC.

Supervising and Inspecting Authorised Activities

- 13.7 The MSSC intends to ensure that all Authorised Activities are supervised by qualified instructors, are risk assessed and are carried out in accordance with best practice guidelines and training regulations issued by MOD.
- 13.8 The MSSC intends to inspect Authorised Activities to ensure that they meet the Training Standards. The MSSC will agree any procedures detailing the frequency and manner of inspections with MOD.

Creating and updating the Westminster Database

- 13.9 Subject to funding availability, the MSSC intends to maintain relevant training information about the Units on the Westminster database and make such information available to MOD subject only to the constraints of the Data Protection Act. The MOD currently hosts the software for the Westminster database and provides certain support services and it is acknowledged that, should the MSSC so require and subject to the constraints of the Data Protection Act, the MSSC might alternatively or additionally host a version of the software itself.

14. Review

The Participants aim to meet on a quarterly basis at a date to be mutually decided to review the effectiveness of this MOU.

15. Term

This MOU will come into effect on signature and will remain in effect for a period of 5 years or until earlier termination by either Participant.

16. **Termination**

The conditions of this MOU will remain in effect for five years from the date of signature unless either party requests termination or amendment before that date. The agreement may be terminated by either party following 12 months notice, unless both parties agree to a shorter time scale. Either party may propose amendments to this MOU at any time but amendments may be implemented only by agreement.

17. **Disputes**

Any dispute regarding the interpretation or application of this MOU will be resolved by consultation between the Participants.

18. **Amendment**

This MOU may be amended at any time by the mutual written consent of the Participants.


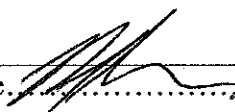
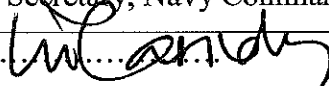
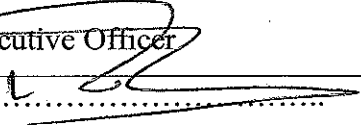
19. **Signature**

The Participants do not intend by entering into this MOU to create legal relations and nothing in this MOU shall be construed as legally binding.

This Memorandum of Understanding is made theday of.....2011

Signed on behalf of MOD

Executed on behalf of the MSSC
by the affixing of the seal of the
MSSC in the presence of:

Name: Vice Admiral Charles Montgomery CBE ADC Second Sea Lord Signature..... 	Name: Captain Nigel Palmer OBE, Chairman Signature..... 
Name: Miss Elizabeth Cassidy Command Secretary, Navy Command Signature..... 	Name: Mr Martin J Coles Chief Executive Officer Signature..... 

SCHEDULE 1

FINANCIAL FRAMEWORK (Financial Instructions for Grant in Aid)

INTRODUCTION

1. This Framework sets out an arrangement between the Participants on the conditions governing payment and expenditure of the GinA made by MOD to the MSSC.
2. This Framework shall be reviewed by MOD, with the assistance of the MSSC, at 5-yearly intervals, when MSSC appoints a new Chief Executive (CE), or earlier if necessary. Amendments may be proposed for mutual consideration whenever either Participant considers this necessary.

OBJECT OF THE GRANT IN AID

3. A GinA is provided to the MSSC to support the management, administration and training of the Corps. It may be expended on the following (whether the MSSC is working independently and/or in conjunction with third parties);
 - The staffing of a National Headquarters and the MSSC's Corps related associated costs;
 - The provision of marketing support and material for the Corps;
 - Support to individual Units in remaining compliant with Health & Safety, Disability and Fire legislation;
 - Any costs associated with the supervision and inspection of Authorised Activities and the issue of Licences to Train;
 - The provision of training (either directly by the MSSC or through other bodies);

- Remuneration of Uniformed Volunteer Staff within the limits laid down in Service pay regulations and at no more than rates specified by the Armed Forces Pay Review Body; It is acknowledged that the MSSC currently pays Uniformed Volunteer Staff primarily on a role related basis;
- The payment of travel and subsistence expenses, including victualling allowances, for entitled Uniformed Volunteer Staff and loan service military personnel when travelling on authorised duty;
- The associated costs of managing external payroll systems in support of the Corps;
- The provision of uniforms for Uniformed Volunteer Staff and Cadets;
- Fuels, hire vehicles, and training equipment used in support of cadet training;
- Administration expenses incurred in the provision and maintenance of national training schools and Area offices;
- Subject to paragraph 13.9 of the MOU, the provision, management and use of the Westminster database, including hosting and other related services, as well as grants to Units to fund costs associated with the system;
- Purchase of land or property, where such purchase will sustain or maintain the infrastructure of the Corps. There must be full consultation between MOD and the MSSC on all capital projects using GinA funding. Such purchases will not in the normal course of events be such as to lead to a real or implied liability for the MOD;
- The costs associated with compliance with the disclosure and safeguarding checks and procedures described in paragraph 13.1(i) of the MOU.
- Any costs arising from compliance with statute, related codes of practice or the requirements of regulatory bodies in the undertaking of its operations.
- Any costs associated with the financial management, auditing and Accounting Officer functions as required by this MoU.

The above list is defined as the running cost element and the GinA may be used for any purpose within the above headings. Approval must be sought from MOD if the MSSC wishes to use GinA funds for any item not included in the above list. The GinA may not be used for any of the following purposes: fund-raising activities; investment for the purpose of generating additional funds; making loans or gifts and development of business activities.

RELATIONSHIP WITH MOD

4. For the purposes of day-to-day dealings, the MOD shall be represented by the Second Sea Lord (2SL) or his representative. Payment of the GinA is subject to MOD being satisfied that the conditions set out in this document are being met, except where some variation in these has been agreed between the parties in writing. For the avoidance of doubt regulations pertaining to training, safety compliance or the addition of activities not covered in Schedule 4 will be approved by FOSNNI or his delegated staff officer. Relevant information may be provided to the MOD in the form of papers for MSSC Council or FIRA Committee meetings or in whichever other form the MSSC deems appropriate. The MSSC Council reserves the right to have discussions and share information in private on certain matters.
5. At the start of each financial year ("FY") MOD will send to the MSSC a formal statement of the GinA approved for that FY and a statement of any planned changes in policies affecting the organisation. The amount notified will be subject to parliamentary approval and represent a cash limit.

PAYMENT OF GinA

6. Payments will be authorised by the MOD in accordance with need and on the basis of a cash profile provided by the MSSC in February of each year, minus

any accrued costs for services (travel hire, vehicles etc) incurred by MOD on behalf of the MSSC. Payment will be made one month in advance.

7. The in-year GinA allocation not issued to the MSSC by the end of the FY shall lapse. Any GinA already issued but not spent by the MSSC may be carried over to the next FY. Any excess carried over may be taken into account in calculating the following year's GinA, where appropriate.

INSPECTION AND REVIEW

8. MOD, at its expense, after advising the Council may carry out such periodic inspections or reviews of the MSSC's management or other internal controls, in relation to GinA funds, as it deems necessary. The MSSC at its complete discretion will make available to FOSNNI or his representative such Council papers as necessary to properly understand the management of the Corps.

AIMS, OBJECTIVES and KEY PERFORMANCE INDICATORS

9. The MOD and the MSSC shall agree appropriate aims, objectives and measurable key performance indicators in respect of the GinA. Details of the key performance indicators are contained in the Annex to Schedule 1. The responsibility for the delivery of the objectives rests with the MSSC and its CEO as Accounting Officer. The MSSC will provide illustrative evidence of its progress in respect of these key performance indicators through its website, in its Annual Report and Accounts, through its Charity Commission Annual return and by such other means as may be appropriate.

ACCOUNTABILITY

10. MOD is accountable through its Principal Accounting Officer (PUS) to Parliament for the following:

- Determination and payment of the GinA in accordance with the rules of Managing Public Money;
- The conditions attaching to the GinA;
- Monitoring the MSSC's observance of the conditions.

THE ROLE & RESPONSIBILITIES OF THE CHIEF EXECUTIVE OFFICER OF THE MSSC ("CEO")

11. The CEO is responsible to the Council for the proper conduct of the MSSC's business and accounting for all the funds of the Charity in accordance with the Charity Commission Statement of Recommended Practice ("the Charities SORP"). The Chief Executive as Accounting Officer is personally responsible for safeguarding the GinA) for which he or she has charge; for ensuring propriety and regularity in the handling of the GinA; and for day-to-day operations and management of the activities delivered through the GinA.

Recognising the particular circumstances of the MSSC, the CEO as Accounting Officer will only assume the associated responsibilities as articulated at Schedule 5.

The accountabilities include:

- The administration of and proper accounting for the GinA as part of the accounts of the MSSC, so that all resources are used economically, efficiently and effectively;
- The maintenance of adequate internal expenditure controls in relation to GinA funds;
- The provision of advice to the Council so that financial issues affecting GinA are considered fully at all stages in framing and reaching decisions and in their execution;
- Observance of the conditions stipulated in this MoU attaching to the GinA;
- The regularity and propriety of payments from the GinA;

- The maintenance of adequate systems of financial control to prevent theft or fraud in relation to GinA funds;
 - The signature of the accounts of the MSSC in addition to a member of Council and ensuring that proper records are kept relating to the accounts;
 - Write-off of losses from GinA funds;
 - Ensuring that the GinA is used only for the purposes detailed in this agreement and is not used for financial investment or speculation with the intent of generating additional income.
12. In the event that the CEO receives instructions, which he/she regards as conflicting with this MOU, in relation to the GinA, he/she should make appropriate written representation to the Chairman (with a copy to MOD). The CEO may delegate day-to-day duties (with the exception of his/her personal authority to write off losses) to an executive Director of Finance or equivalent.

THE PLANNING FRAMEWORK

13. By February each year the MSSC will provide MOD with a projection of the expenditure to be met from the GinA in the coming FY, together with any receipts (if appropriate) and an outline projection of the funding likely to be required over the 4-year Planning Round period. MOD will agree with the MSSC a format for the projection, which will contain sufficient detail to enable MOD to fulfil the requirements of public accountability.
14. In addition, the MSSC will provide information on how it plans to utilise the GinA funding, ideally via a formal management plan. This should include a restatement of the aims, objectives and performance indicators detailed at paragraph 9.
15. The plan should also contain details of any capital projects, whether funded through GinA or other sources, which may have a future impact on the requirement for the GinA funding.

16. Payments and receipts shall be closely monitored by the MSSC at all times during the FY so that timely action can be taken to ensure that the cash limit of the GinA is not exceeded. MOD is to be advised immediately if any overspend or underspend of the approved GinA is forecast so that appropriate action can be taken. In a timescale to be agreed but within a reasonable time after the end of the MOD Financial Year the MSSC will provide MOD with a breakdown of how the annual Grant in Aid has been spent.
17. The MSSC will provide MOD with a copy of the annual audited accounts of the MSSC by 30th September each year, produced in accordance with the Charities SORP only. In addition, the MSSC will also provide such management information as may be necessary to allow MOD to discharge its responsibilities as set out at paragraph 10 of this document.

FINANCIAL CONTROLS AND FINANCIAL AUTHORITIES

18. The MSSC has the authority to vire funds between cost headings without recourse to MOD provided that this does not breach the terms of paragraph 3 of this Schedule or result in any increase to the GinA not previously agreed by MOD.
19. In respect of the GinA, the MSSC will:
 - Maintain to MOD's satisfaction an appropriate system of financial management;
 - Maintain adequate records, covering the last six financial years (plus the current FY), of payments and receipts made against the GinA;
 - Ensure that the GinA is accounted for separately from any other funds of the MSSC;
20. It is acknowledged that the MSSC holds other charitable funds and assets (unrestricted, restricted and endowed) which do not form part of the GinA and are not subject to this framework, the management of which is subject to the scrutiny of the Charity Commission and the auditors of the MSSC.

MANAGEMENT AND DISPOSAL OF ASSETS

21. The MSSC is accountable to MOD for the safe keeping of all assets obtained through the GinA, including maintenance of inventories or other records, as agreed with MOD.
22. Where assets, procured from GinA, are no longer required and are sold the MSSC may retain the sale value, providing this is used for the acquisition of other assets and the value does not exceed £1M. Where the value exceeds £1M the MSSC must consult MOD before taking disposal action.

The Captain has authority up to £5,000 per claim to approve proposals, which are supported by a statement outlining the facts of each case, in respect of constructive losses, fruitless payments and requests to abandon claims. Proposals in excess of the Captain's delegated authority are to be forwarded to the NCHQ Budget Manager for approval. The Captain's delegation does not provide any authority to write off stores, pay and imprest-related cash losses. Such cases should be referred to Maritime Logistics Operations (attention: CSO Compliance Logistics).

ACCOUNTING ARRANGEMENTS

23. The accounts of the MSSC shall be produced in accordance with the Charities SORP from time to time in force.

AUDIT

24. The MSSC Council will decide on the choice of external auditor for the MSSC's accounts. For the avoidance of doubt, MSSC is not required to be audited by the National Audit Office and the management of GinA monies will be audited as part of the annual audit of MSSC accounts by MSSC's external auditors. The Chairman or a member of the Council formally authorised by the Council will sign the annual audited accounts after

acceptance by the Council.

25. The auditor shall also examine the procedures in place to ensure prudent management of GinA money as set out in this Financial Framework. The audit should also examine the procedures adopted by the MSSC for the prevention of fraud. At the request of MOD, the NAO or Defence Internal Audit may also examine any or all of these aspects, in relation to GinA funds. The MSSC accepts this requirement for access as a condition of GinA payment.

INSURANCE

26. Except as allowed in this MOU and as covered by the indemnity and the acceptance of liability issued separately by MOD, the MSSC is responsible for its own insurance.

FEES AND CHARGES

27. The Charity may charge fees for its services to Cadets and other members of the Corps and in doing so will set them at an appropriate level having regard to the charitable public benefit requirement.

SUBSIDIARY COMPANIES AND JOINT VENTURES

28. MSSC will inform the MoD if it establishes a subsidiary company (either limited by share or limited by guarantee) or a joint venture.
29. The accounts of any subsidiary company controlled, or joint venture owned, by the MSSC shall be consolidated with the MSSC Accounts in accordance with the Charities SORP.

VEHICLES

30. MSSC will be entitled to take part in the White Fleet contract. MSSC will be informed of changes to the terms of the contract as and when they occur. Amounts charged in respect of the contract will be deducted from the GinA

however the MSSC will have reasonable recourse to question and amend charges that are incurred.

STAFF PAY, TERMS AND MANAGEMENT

31. Staff pay and terms are paid in line with those of the charitable sector and often represent a lower level of benefits than those that would be available in the public sector. MSSC is not required to offer similar/equivalent pension provision or other benefits to its staff as those offered by MOD.

TRAINING

32. Ongoing training through MoD or Government providers will be made available free of charge to the Accounting Officer (and Finance Director if required) on the responsibilities of an Accounting Officer.

BANKING

33. MSSC reserves the right to determine its own banking arrangements in the best interest of the Charity.

TAX PLANNING

34. MSSC reserves the right to determine its tax planning and management in the best interests of the Charity, seeking tax advice from time to time.

PARLIAMENTARY QUESTIONS AND APPEARANCE BEFORE THE PUBLIC ACCOUNTS COMMITTEE

35. The CEO as the Accounting Officer may request the assistance of the MOD Accounting Officer or his nominated official with regard to answering any MPs questions and in meetings with the Public Accounts Committee.

SCHEDULE 2

Loan of Military Personnel

Duties

1. Members of Military Personnel will be loaned to the MSSC to carry out the duties of Captain and Director of Operations, Area Officers, Captain of TS Jack Petchey and HQ RM staff officer (“the Military Personnel”). They will carry out the duties to which they are assigned by the MSSC and will not be moved to a different post or location without prior consultation between the Royal Navy and the MSSC. In the event of an industrial dispute the Military Personnel will continue to carry out their duties so far as circumstances at the time permit. They will not become involved in any way in the industrial dispute itself, and as far as possible should remain insulated from those taking direct industrial action. Any problems arising from events of this nature should be referred, in the first instance, to FOSNNI for advice.
2. Any requests by the MSSC to send the Military Personnel overseas in support of their duties must be referred, in the first instance, to FOSNNI.

Status

3. The Military Personnel provided to the MSSC will remain for all purposes members of Her Majesty's Armed Forces. They will not be in the employment of the MSSC.
4. The Military Personnel will be responsible to the Captain for their day-to-day duties in the course of their loan service. They will conform to the managerial and policy requirements of the MSSC, so far as those requirements are consistent with the duties of Military Personnel under United Kingdom Service Regulations and would, if given as an order or instruction by someone subject to those regulations, constitute a lawful command under them.

Period of Loan

5. Subject to the other provisions of this Schedule, MOD will provide to the MSSC nine Military Personnel, commencing on the date of this MOU. The Military Personnel will be appointed to the MSSC in accordance with Military Service selection and appointing procedures. Any request by the MSSC for an extension of this period shall be made in writing through FOSNNI.

Liability

- 6.1 Subject to paragraph 6.2 of this Schedule the MSSC shall indemnify MOD against:
 - (a) any liability which the MOD reasonably incurs due to any personal injury (including injury resulting in death) or disease sustained by any member of the Military Personnel during the period of loan or in any way connected with the Military Personnel's loan arising as a result of negligence of the MSSC, its employees, servants or agents;
 - (b) any liability which MOD reasonably incurs as a result of any claim by any member of the Military Personnel for constructive dismissal arising solely out of and in the course of the loan of the Military Personnel under this MOU.
- 6.2 Any claims falling within paragraph 6.1 shall be notified by MOD to the Chief Executive of the MSSC and the MSSC shall be authorised to defend, manage, settle or compromise any such claims on behalf of MOD provided that any such claims that are compromised by activities of MOD or failure of MOD to notify the Chief Executive of the MSSC in due time shall be excluded from the indemnity given under this Schedule.
- 6.3 For the avoidance of doubt, claims arising from damage caused wilfully by any member of the Military Personnel or from acts or omissions done other

than in the course of the performance of his duties shall be excluded from the indemnities given in this paragraph.

Hours of Work, Leave and Sickness

7. The Military Personnel will work the hours of work that are appropriate to their role during the period of their loan.
8. The Military Personnel will remain entitled to annual and compassionate leave in accordance with the regulations of the Armed Forces during the period of their period of loan. The timing of leave will be subject to the approval of the Captain, save that the timing of leave for the Captain will be subject to the approval of the CEO. The Military Personnel will also be entitled to take public and privilege holidays totalling 10.5 days per year.

Reporting and Career Progression

9. The Military Personnel will continue to be appraised in accordance with the Royal Navy appraisal system and reporting cycle. The Captain will be responsible for ensuring this process is carried out in accordance with the RN appraisal system. The Captain will be appraised by the MSSC CEO as First Reporting Officer and FOSNNI as Second Reporting Officer.
10. When completed, appraisal reports are to be forwarded to the Officers Joint Assessment Report (OJAR) cell.

Financial Principles

11. Whilst on loan to the MSSC the Military Personnel will continue to receive pay and allowances direct from the Royal Navy. This will include the cost of accommodation and travel costs to and from their home at weekends. All other duty travel and subsistence costs for the duration of the loan will be paid by the MSSC.

Withdrawal of Loan Personnel

12. Subject to operational requirements, termination of the loan either by the MSSC, or MOD, save for its natural expiry, will be subject to a minimum of three months notice on either side or shorter notice by mutual agreement in writing.
13. The loan of any or all members of the Military Personnel may be terminated by the MSSC following consultation if:
 - (a) any member of the Military Personnel fails or neglects efficiently and diligently to carry out the reasonable instructions of the MSSC or to comply with the duties and conditions of service set out in this Schedule; and/or
 - (b) the MSSC reasonably considers any member of the Military Personnel is guilty of any gross or serious misconduct.

Review

14. Either of the Participants may at any time request a review of the provisions of this Schedule.

Confidential Information

15. The Military Personnel shall treat as confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of (other than in the carrying out of their duties as directed by the MSSC under this Schedule) any confidential information relating to the MSSC's business, finances, technology or other expertise where such confidential information was received during the period of this MOU or previously.

16. The obligations of confidence shall not apply to any confidential information which:
- (a) is in possession of the Military Personnel or in the public domain prior to receipt of such information by the Military Personnel;
 - (b) becomes publicly available through no fault of the Military Personnel;
or
 - (c) is received in good faith by the Military Personnel from a third party without any obligation of confidence on the Military Personnel.
17. Upon termination of this MOU for whatever reason and at other times when requested to do so by the MSSC the Military Personnel will deliver up to the MSSC all working papers or other material (in whatever format it is stored) and copies provided to them, prepared by them or otherwise obtained by virtue of to the loan of the Military Personnel pursuant to this Understanding.

Health and Safety

18. During the period of the loan the MSSC shall be responsible in relation to the Military Personnel for compliance with all duties in relation to health, safety and welfare at work imposed upon an employer by any relevant statutory provision as if the MSSC was the employer of the Military Personnel.
19. The MSSC will comply with any reasonable request by MOD for information relating to Health and Safety of the Military Personnel during the period of their loan.

Conflict of Interest

20. Where work for the MSSC could give rise to a conflict of interests, the Military Personnel will bring this to the attention of the CEO of the MSSC and withdraw from the work in question and any discussion relating to it. The

MSSC in the event of the Military Personnel reporting to it a work-related conflict of interests shall allow the Military Personnel to withdraw from the work in question. The MSSC accepts that the Military Personnel will report any potential or actual conflict of interests to the MOD.

Personal Information

21. Any information held by the MSSC about military personnel is to be held and processed in accordance with the Data Protection Act 1998.

SCHEDULE 3

ASSETS FACILITIES AND SERVICES

1. MOD will, subject to funding and material availability, provide:
 - (a) boats and craft on loan for use by Units and Boating Stations;
 - (b) funding for the survey and maintenance of boats owned by MOD as required by the appropriate training code of practice and within the limits set by the Boats and Sea Survival Equipment Integrated Project Team (BASS IPT) budget at a level sufficient to ensure Cadet and Volunteer and Employee safety ;
 - (c) uniforms for Cadets and Uniformed Volunteer Staff supplied from surplus RN stocks or the Defence Clothing and Textile Agency (DCTA) approved scale. Uniform not subject to bulk provision in supply system stock will be made available under the existing DCTA/RN uniform contracts – charges being journalled against SCC UIN and funded within the total grant allocation;
 - (d) stores for training purposes, including training aids and safety and survival equipment considered necessary by FOSNNI and national governing bodies for waterborne training. Appropriate surplus stores will be loaned, donated or offered for sale to the MSSC and/or the Units when available;
 - (e) use of MOD-leased vehicles for use by MSSC Headquarters Personnel and the Area Management Personnel (currently 32). In the use of Service transport/vehicles MSSC and Corps personnel are defined as 'MOD Contractors' and, if in possession of a valid driving licence, may

drive such vehicles on authorised cadet duty. Use of vehicles must be in accordance with current Service regulations.

- (f) Emergency dental care from a DDS source or other NHS arrangements at public expense to members of the Sea Cadet Corps undertaking Authorised Activities after dental injury occurring during such activities.
- (g) Travel as concessionary non fare paying passengers (CNFP) to Adult Volunteers from the Falklands Unit or MSSC staff subject to a total limit of three return trips per year.

2. MOD will, subject to funding and material availability, provide:

- (a) Temporary accommodation and victualling for Cadets, Civilian Instructors and Uniformed Volunteer Staff and Adult Volunteers engaged in Authorised Activities in RN ships and Shore Establishments. Under such circumstances, charges will be limited to the Cadet Force rates applicable to the Cadet Forces of the other Services. If service victualling is not available a victualling allowance may be paid in lieu.
- (b) MOD will attempt to provide facilities:
 - (i) to conduct courses at the national level for Uniformed Volunteer Staff, Adult Volunteers, Civilian Instructors and Cadets within Naval and Royal Marine training establishments;
 - (ii) for camps and other training, and the travel involved in such training and other national events;
 - (iii) for berthing and associated alongside services for Offshore craft at MOD establishments and at other MOD controlled berths in Naval Ports and elsewhere;

- (iv) to provide access to appropriate RN or MOD courses covering Health and Safety, Fire Fighting, Sea Survival, the use of Navigational Aids and the maintenance, upkeep and use of safety equipment;
- (v) to provide access to medical examinations for sea going personnel to meet the requirements of the Marine and Coastguard Agency;
- (vi) for Area Offices within MOD Establishments on a rent free basis. Where this arrangement becomes impractical for reasons for which MOD is responsible, appropriate discussions will be held with the MSSC

The above facilities will be subject to availability and at the discretion of 2SL or his representative. When a facility that exists at the date of this MOU is closed or is no longer available for Cadet use every reasonable effort will be made to provide a similar facility at another MOD-owned site. A list of MOD facilities used by Sea Cadets, and a copy of the Licence issued by Defence Estates governing such use, is at Annex to Schedule 3.

3. Subject to funding and material availability, MOD will provide the following support for the MSSC training vessels John Jerwood and Jack Petchey:
 - (a) During vessel running periods operational defect rectification in a manner similar to that applied to RN Training craft, including all material, labour and administration costs other than those of the MSSC;
 - (b) Material, labour and administration costs, other than those of the MSSC, associated with slipping/docking surveys at which work to be undertaken will include all those items identified as being beyond

ships' staff capability within planned maintenance schedules and in the rectification of current running defects at the following intervals:

- (i) Short annual slipping for hull cleaning and inspection.
 - (ii) Slipping at 2/3 year periodicity for Lloyds Intermediate Survey.
 - (iii) Slipping at five-year periodicity for Lloyds Full Survey.
- (c) Fuel and stores items on the MOD inventory where appropriate.
4. MOD will provide the following maintenance services and funding for assets owned by the MOD:
- (a) all costs and services (or funding for services) associated with the Admiralty Sailing Crafts (ASC'S), including their disposal in whatever manner the MSSC may determine;
 - (b) funding for routine maintenance for yachts owned by the MOD, including bosuns, toppers and dinghies;
 - (c) funding for the maintenance and survey by the MSSC of all displacement boats; (Chevrons and Champs) to an agreed programme. The MSSC may at its complete discretion select yards to complete rectification work and will provide the MOD with the assurance that the work meets acceptable standards for the safe delivery of training.
5. MOD will facilitate or assist in the disposal of MOD vessels acquired by the Units in good faith.

SCHEDULE 4

Authorised Activities

<u>Activity</u>	
A	
Abseiling	
Abseil Tower, Building of	
Adventure Training	
Air Experience – Dual Control only	
Air Experience Gliding	
Air Rifle Shooting	
Aircraft Recognition	
Annual Camps	
Archery	
Assault Courses	
Athletics	
Automatic Weapon Firing and Drills	
B	
Band Training and Competitions	
Baseball	
Basketball	
Battlefield Tours	
Bivouacking	
Bicycle Maintenance	
Boating	To include that provided at TS Rebel under the MoU (between the MSSC and TS Rebel) dated 20/10/10.
Bob Sleighing	
Building and Maintenance Projects	
C	
Camping and Camp Craft	
Canoeing (Kayaking and Open)	

Canoes – Construction and Use of	
Canoe Construction (inc maintenance of fibreglass canoes using repair kits)	
Car Parking, Marshalling, Stewarding and Escort Duty in Uniform at Public Events (not necessarily involving Fund Raising)	
Caving/Potholing	
Charity Work	
Circuit Training	
Citizenship Training – Public Speaking, helping the disabled etc.	
Civilian Outdoor Activities Courses	
Clay Pigeon Shooting	
Cleaning and Preparing Aircraft for Display at Museums etc.	
Club Swinging	
Coastal Traversing	
Cockpit Trainers	
Community Assistance and Ceremonial Parades	
Communications Training	
Community Sports Leader Awards	
Computer Engineering	
Confidence Courses	
Construction of Pontoon Bridges over Rivers	
Cook/Steward Training	
Course Attendance	
Crewing in, or taking passage in, craft not owned by MOD or MSSC	
Cricket	
Cross Country Running	

Cross Country Skiing	
Cultural Tours Overseas	
Cutlass Drill	
Cycling	
D	
Dancing the Hornpipe	
Deck Hockey	
Dinghy Sailing	
Dioramas (incorporating electrical devices) building of	
Dog Training/Handling	
Down Hill Skiing	
Drill	
Dry Ski Slope Skiing	
Duke of Edinburgh Award Scheme	
E	
Engineering - Marine	
Engineering, visits, courses and events	
Engraving Machines – operation of	
Environmental Studies	
Expedition Training	
F	
Fencing	
Fieldcraft	
Field Gun Displays – without pyrotechnics	
Fire Fighting Training	
Fire Lighting	
First Aid Training	
Fishing	
Flight Simulators on Military Bases	

Flights in Military and Non Military Aircraft	
Football	
Fund Raising Events of a Non Hazardous Nature e.g. VGS Families Days, Fetes, Car Washing, Sponsored Walks, Street Collections, Bag Packing in Supermarkets	
G	
Gardening	
Gardening Equipment – Mechanical Maintenance of	
Generating Equipment, Petrol, up to 5 KVA, restoration of at Camp Sites	
Ghyll Scrambling	
Go-Karting	
Go-Karts, Construction and maintenance of	
Golf	
Gorge Walking	
Gymnastics – Including High Box and Vaulting	
H	
Hang Gliding	
Helicopter Flights	
Hill walking	
High Ropes Course	
Hockey	
Horse Riding	
Hovercraft – Construction of	
I	
Ice Cave Digging	

Ice Climbing	
Ice Hockey	
Ice Skating	
Information Technology Training, including Writer/Stores	
International Cadet Exchanges – MOD Arranged	
International Cadet Visits – Unit/HQ organised	
International Overseas Adventurous Training Expeditions	
J	
Jet Skiing	
K	
Karting (see Go-Karting)	
Kayaking	
L	
Land Yachting	
Laser Quest	
Leadership Courses	
Life Saving	
Line Dancing	
M	
Map Reading	
March and Shoot Competitions and Training	
Marine Cadet Training	
Marine Outboard Engines – Construction of	
Marine Society Courses	
Maritime Training and Visits	
Marketing and Public Relations Activities	
Martial Arts	

Meteorology	
Military Training	
Model Aircraft - Flying and Construction of (aero-modelling)	
Model Aircraft – Flying around Poles	
Models (replicas) of various aircraft and cars	
Motor Cycle Maintenance	
Mountain Biking	
Mountaineering	
Mountain Leadership Courses	
Mountain Walking	
N	
Netball	
Nordic Skiing	
O	
Opportunity Flights	
Orienteering	
Outward Bound Courses	
Overseas Attachments and Visits	
P	
Paintballing	
Parachuting	
Parascending	
Physical Training	
Piping and Drumming	
Power Boating	
Projectionist Courses	
Public Displays and Parades	
Public Relations and Marketing Activities	
Pulling	
Q	

Quad Biking	
R	
Radios – Operation and Construction of	
Radio Masts, portable, construction of	
Rafts, building of (using Oil Drums, Ropes and Poles)	
Rifle Ranges (tube ranges) building of/use	
Rifle Shooting and Drills	
Rock Climbing and Abseiling	
Rocketing	
Rounders	
Rowing	
Rugby	
S	
Sailing, Offshore and Inland Waterways	
Scottish Country Dancing	
Seamanship	
Sea Trips	
Self Defence	
Self Sufficiency Training	
Sheerlegs – Construction of	
Shooting	
Show jumping	
Signals Training	
Simulators (other than flight simulators)	
Skateboarding	
Skiing	
Snorkelling	
Snowboarding	
Snow Hole Construction	
Softball	

Static Displays (including refurbishment of non flying aircraft) – construction and maintenance	
Static rebuild of Car Engines	
Sub Aqua Activities	
Surfboarding	
Swimming	
T	
Table Tennis	
Telephone Systems – construction of internal systems	
Tennis	
Timber Saluting Dais – Construction of	
Trailers, Building of	
Training Aids – Construction and use of inc Overhead Projectors	
Trampolining	
Travelling to and from All Activities	
Trekking	
Tug of War	
TV Competitions	
V	
Vehicle Maintenance on Minibuses, Trailers and Caravans	
Visits	
Volleyball	
W	
Walking and Road Marching	
War Games	
Water Polo	
Water Skiing	
White Water Rafting	
Wind Surfing	

Wind Yachting	
Window Ladder Displays	
Y	
Yachting	

SCHEDULE 5

Standards expected of Accounting Officer

The CEO as Accounting Officer should ensure that the MSSC, and any subsidiary to it or organisations sponsored by it, operates in respect of the GinA effectively and to a high standard of probity. The MSSC should in respect of the GinA:

Governance

- have a governance structure which transmits, delegates, implements and enforces decisions
- have trustworthy internal controls to safeguard, channel and record resources as intended
- operate with propriety and regularity in all its transactions
- treat those with whom they deal fairly and honestly
- offer redress for failure to meet agreed stakeholder standards where appropriate
- give timely, transparent and realistic accounts of the Charity;

Decision-making

- provide the MoD with clear, well reasoned and timely information in accordance with the MoU
- make all its decisions in line with the strategy, aims and objectives of the Charity
- manage its staff fairly, with inclusive policies designed to promote and integrate diversity
- communicate its decisions openly and transparently;

Financial management

- Comply with Government Internal Audit Standards (GIAS) in order that the Departmental Accounting Officer may receive an annual assurance on risk management, governance and control
- use its resources efficiently, economically and effectively, avoiding waste and extravagance
- carry out procurement and project appraisal objectively and fairly, seeking good value for money
- use, where possible, management information systems to secure assurance about value for money and the quality of delivery and so make timely adjustments
- avoid overdefining detail and imposing undue compliance costs, either on its own staff or on its stakeholders and others with whom it deals
- have practical documented arrangements for working in partnership with other organisations
- use internal and external audit to improve its internal controls and performance.

MSSC/MOD MOU – Strategic Objectives & Key Performance Indicators

MSSC Vision is: A flourishing and nationally prominent charity second to none in supporting and encouraging the development of young people in a maritime context and in providing educational services for professional seafarers

The Marine Society: will achieve this by: supporting the well being and personal and professional development of those who go to sea by delivering a range of well managed services

The Sea Cadets: will achieve this by: inspiring young people to reach their potential by developing valuable personal attributes, like team working, independence and communication skills through nautical based adventure

Objectives	Targets/Key Performance Indicators
<p><u>Operational</u></p> <p>Act together to provide safe and high quality support, training and development opportunities for Cadets and Volunteers</p>	<p>Outputs provided by the Westminster system will be assessed annually by the following KPIs:</p> <ul style="list-style-type: none"> • Number of enrolled Cadets by categories of new Entrants, Junior Cadets, Sea Cadets & Royal Marine Cadets • Number of Adult Volunteers by categories of Uniformed Instructional, Civilian Instructional, Chaplains, UMT Members and others; • % of affiliated Units reaching Pennant and Burgee level • Average number of training days per cadet per annum; • % of cadets awarded external waterborne qualifications • % of Cadets attending annual camps; • Number of overseas exchanges and visit cadet training days • Number of national and local press reports generated by Cadet activity in support of the RN and the local communities
<p><u>Safety, assurance and reputation</u></p> <p>Both parties are determined to ensure that activities undertaken by MSSC are as safe as possible; risks are to be mitigated to the lowest level practicable</p> <p>Operating standards of the MSSC should follow and reflect maritime and industry best practice</p>	<ul style="list-style-type: none"> • Complete 1 year review of Safety Management System (SMS) for Offshore Fleet by 31 May 2012 • Complete SMS for MSSC by 31 March 2012 with measurable assessment

<p><u>Governance</u></p> <p>Both parties will nurture and develop cooperative relationship, defining clear and agreed lines of accountability and responsibility</p>	<ul style="list-style-type: none"> • Establishment of quarterly meetings between MSSC and Navy Command DCS • Chairman & CEO MSSC to meet annually with 2SL, to support annual report to Navy Board on MSSC matters
<p>MSSC will ensure best value for money for its funds, including MOD Grant-in-Aid, through innovation, flexibility and careful management</p>	<ul style="list-style-type: none"> • Negotiate three year GinA settlement (2012-15), by July 2011 • Quarterly meetings will review • Trustees of the MSSC to approve an annual plan for the MSSC and to ensure successful delivery of the stated intended outputs
<p>Both parties will aim to secure long term future of MSSC through clear definition of liabilities and careful and appropriate management of business risks</p>	<ul style="list-style-type: none"> • Quarterly meetings will review • Trustees of the MSSC to establish a Safety Risk & Assurance Committee by 31 March 2012 • Trustees of the MSSC to ensure that a risk schedule is maintained and reviewed quarterly to minimise risk
<p>MSSC will review its organisational structure to increase efficiency and effectiveness</p>	<ul style="list-style-type: none"> • Deliver vision and strategy of MSSC for next three years commencing 01 April 2012¹ • MSSC to articulate desired organisational structure to reflect new strategy and discuss with MOD
<p>Both parties will work to resolve governance issues related to management of Sea Cadets on the Falkland Islands</p>	<ul style="list-style-type: none"> • Quarterly meetings will review • Issue to be satisfactorily resolved by September 2011
<p>Both parties will seek to delineate and rationalise MOD funding streams supporting MSSC assets and operations</p>	<ul style="list-style-type: none"> • Quarterly meetings will review • Issue to be satisfactorily resolved in time for incorporation into 2012 –15 funding agreement

¹ MSSC objectives for FY 11/12 are as defined in MSSC year plan from 1 April 2011.

TERMS OF REFERENCE – SEA CADET CORPS AREA OFFICER

INTRODUCTION

1. The role of the Area Officer is considerably different from anything that the incumbent will have experienced in his or her military career. The role is a subtle one requiring considerable tact, flexibility and energy and occasionally the art of gentle persuasion rather than firm military intervention; this is because of the broad range of skills and motivation within a volunteer led organisation modelled on the traditions and ethos of the Royal Navy with some members having been in the Corps for in excess of 20 years. There will be some occasions when firm and unequivocal leadership and direction will be required. The safety and safeguarding of cadets is paramount and will lead your decision-making. The working pattern for this unique role is very flexible and the incumbent should be prepared to attend a high number of Sea Cadet Units and events during evenings and at weekends.

PREAMBLE

2. Relationship with the Ministry of Defence and the Royal Navy.
 - a. Sponsorship. The Sea Cadet Corps (SCC) has two principal sponsors, The Marine Society & Sea Cadets (MSSC) and the Ministry of Defence (MOD). A Memorandum of Understanding (MoU) between them sets out their common interest in supporting the Sea Cadet Corps. MOD supports the SCC by providing the MSSC with an annual Grant-in-Aid, loaning it equipment and a small number of serving Royal Naval and Royal Marine personnel and providing access to certain MOD facilities. MOD also indemnifies the MSSC and Sea Cadet Units against liabilities and claims resulting from those Sea Cadet activities which are defined as Authorised Activities and which are listed in the MoU and in Sea Cadet Regulations (SCR). The legal and financial arrangements of the MoU are supplemented by a partnering charter which outlines a common vision for the relationship between the RN and MSSC.
 - b. Representation. Under the terms of the MoU, the MOD expects that the SCC operating standards will promote the customs, traditions, culture and uniforms of the Royal Navy in the best possible light and actively contribute to the Royal Navy's high standing in the public eye.
3. SCC Structure. The SCC is under the Command of Captain Sea Cadet Corps (CSC) and is comprised of 6 Areas which are administrative divisions of the national organisation. Each Area is led by an Area Officer and is subdivided into Districts. Overall there are nearly 400 Sea Cadet Units across the UK with each Unit registered as an independent charity.

PURPOSES

4. **Primary Purpose:** The Primary Purpose of the Area Officer is to assure the safe and efficient conduct of all Area SCC activities, through the conduct of an annual programme of inspections of Sea Cadet Units (the Unit Review process), to ensure that the requirements of the MOD and MSSC Trustees as set out in the MoU are met.
5. **Secondary Purposes.** The Secondary Purposes of the Area Officer are:
- a. To recommend annually to CSC the Efficiency Award to be awarded to each Unit.
 - b. To be responsible for those aspects of leadership and management within the Area, including administrative, financial, budgetary, personnel and training affairs, in accordance with SCR and the MoU so that the objectives of the MSSC are consistently achieved.
 - c. To supervise the management of Area facilities so that the best possible standards of training and administration are maintained within available resource.
 - d. To fulfil the responsibilities of an MSSC Area Designated Worker as detailed in the appendix to this document.

ACCOUNTABILITY

6. The Area Officer is:
- a. Accountable to the Captain Sea Cadet Corps (CSC).
 - b. Functionally accountable to the Director of Training (DoT) for the delivery of Area Training.

AUTHORITY

7. In pursuit of his/her purposes the Area Officer has authority over all MSSC employees, uniformed and non uniformed SCC personnel within the Area, noting that:
- a. The line management of the Business Management Director (BMD) rests with the MSSC HQ Director of Business Management (DBM).
 - b. Ultimate HR responsibility for MSSC employees (not related to day to day line or performance management) rests with the Company Secretary.
8. In pursuit of his/her purposes the Area Officer is authorised to:

- a. Appoint Area Staff Officers, District Officers, Company Commander, Commanding Officers and Officers in Charge in accordance with SCR.
- b. Liaise with other Area Officers, the Offshore Commander, Head of Stores and all relevant MSSC Directors and the appropriate Naval Regional Commanders (NRCs), Reserve Forces and Cadets Associations and other relevant Service organisations and authorities in pursuit of his/her duties.
- c. Manage the Area Budget within control totals set by MSSC HQ and expend MOD and MSSC funds according to the purpose of their allocation.
- d. Correspond with outside authorities on non-policy matters specifically concerning the operation of the Area.

PRINCIPAL TASKS

9. In delivery of the purposes the Area Officer is to:

- a. Lead the Area Management Team and act as Head of Department for all Area Office employees (except BMDs).
- b. Conduct annual inspections of Units in the Area and to render appropriate reports and recommendations to CSC. AO may delegate Unit inspections exceptionally to DAO. Local variations may apply subject to agreement with CSC.
- c. Ensure that MoD mandated Authority to Train Inspections are carried out annually for safety, waterborne activities, arms and armouries and Unit Management Committee.
- d. Support the BMD in ensuring that all aspects of safeguarding and Unit management are conducted in accordance with the procedures and regulations issued by the MSSC.

SECONDARY TASKS

10. In support of the purposes the Area Officer is to:

- a. Be the Line Manager for the DAO and for the FIBPO.
- b. Chair the Area Management Board/Team Meetings.
- c. The BMD is responsible for managing safeguarding (child protection) allegations. In other cases, generally the Area Officer will manage allegations and complaints against instructional staff, while the BMD will manage the malpractices by members of the Unit Management Committees. AO & BMD are to work jointly to ensure timely and

effective investigations and ensure appropriate recommendations to the CSC.

- d. Provide the full range of activities, specialisations and training to the Cadets and Adult Volunteers in order that they may achieve their full potential within the Corps in accordance with the SCC aim.
- e. Give direction and guidance to District Officers and the Company Commander so that District training and competitions and other activities are correctly planned and conducted.
- f. Ensure that the MOD vehicles are used in accordance with current regulations.
- g. In coordination with the Company Secretary, recruit and select candidates for employment as Area Staff, as required.
- h. Attend, or be suitably represented at, Area and National Competitions and Events.
- i. Chair the National Officer Selection Boards (the Area Officers will conduct this task in rotation).
- j. Recommend MSSC and SCC staff for national Honours and Awards when appropriate.
- k. Engage with NRCs and MSSC Branches in their Area to maximise opportunities and benefits for the SCC.
- l. Be a member of the MSSC HQ staff team and conduct staff and other duties as directed by CSC.
- m. Represent Area at the MSSC HQ Area Officers and AO/BMD meetings quarterly.
- n. Make annual recommendations to CSC for Awards and national Trophies in accordance with SCRs.
- o. Engage with RFCAs in their Area as required, representing and maximising the best interests of the Sea Cadet Corps.

OTHER DUTIES

- 11. In order to deliver services effectively, a degree of flexibility is needed and the post holder may be required to perform work not specifically referred to above.

SAFEGUARDING

- 12. Area Officers are expected to take responsibility for the young people under

their supervision, and for the safeguarding of their moral, psychological and physical welfare in accordance with MSSC Child Protection and Safeguarding policies.

HEALTH AND SAFETY

13. The MSSC has a health and safety policy, which outlines its responsibilities as an employer, and the responsibilities of its employees in respect of health and safety. Area Officers need to be aware of this policy, share its commitment and comply with the safety arrangements.

DATA PROTECTION

14. In fulfilling their role, Area officers are expected to comply with Data Protection legislation and the MSSC Data Protection Principles & Privacy Policy and procedures.

EQUAL OPPORTUNITIES

15. The MSSC is committed to providing equality of opportunity, and has an Equal Opportunities Policy which gives clear guidance on the responsibilities of both the employee and the employer. Area Officers must be familiar with and comply with all aspects of the Policy.

Note: Due to the nature of our work the post holder will be required to undergo a Criminal Records Bureau Check.

JOB SPECIFIC TRAINING

16. Area Officers are to attend MSSC Child Protection/Safeguarding Course within the first 3 – 6 months in post. Completing the disclosure process (current legislation) for each of the countries that the Area Officer operates in is also a mandatory requirement.

Signed
Date

Signed
Date

Appendix

SAFEGUARDING (CHILD PROTECTION) DESIGNATED WORKERS

The main burden of child protection within the SCC falls on those in direct contact with cadets – our Adult Volunteers. However Designated Workers are in place within Area Offices (and Sea Cadet Training Centres and Boating Stations) to ensure that guidance and advice is always available. All key staff within the MSSC have received specific training in child protection issues to ensure good practice and support is accessible.

Below is a reminder of the Designated Workers within the MSSC/SCC and their responsibilities:

Designated Workers:

- Area Business & Management Directors (BMD)
- Area Officers (AO)
- Deputy Area Officers (DAO)
- Area Chairmen
- Commanding Officers – Sea Cadet Training Centres (including Offshore vessels)
- Officers in Charge – Area Boat Stations
- Director of Business Management (DBM), Admin & Personnel Officer (APO) and BMD (HQ) at MSSCHQ
- Offshore Commander

Responsibilities:

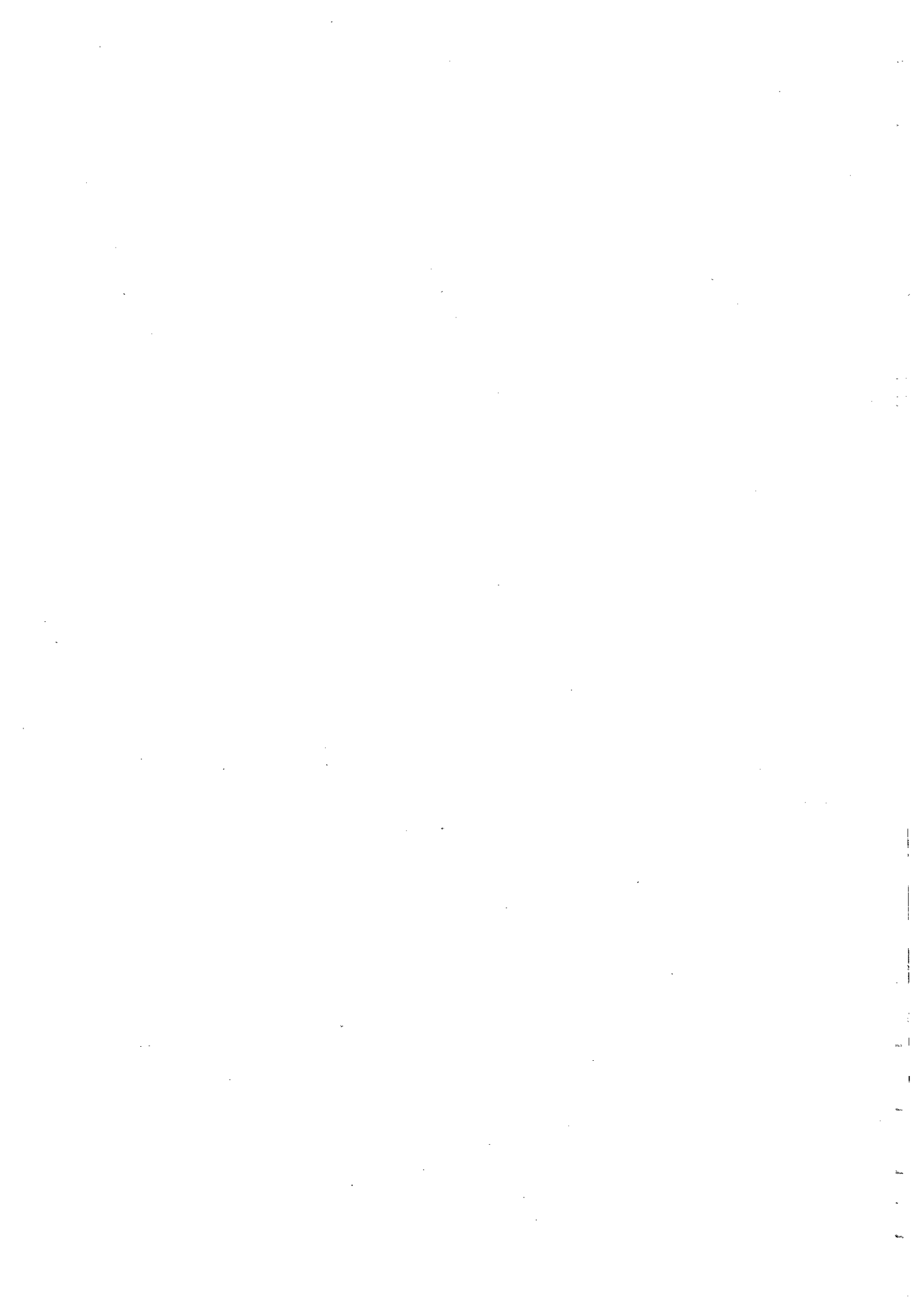
The Designated Worker has responsibility to:

- Raise awareness, disseminating and implementing safeguarding procedures within the organisation.
- Receive information from staff, volunteers or cadets about Child Protection concerns and maintain records.
- Provide advice and guidance on the management of incidents, allegations, complaints and disclosures.
- Monitor safeguarding procedures, record progress and disposal and feedback on the quality of safeguarding within the organisation.
- Know how to contact the Local Authority Designated Officers (LADOs)¹ (in England and Wales), located within Children's Services, and refer information regarding inappropriate behaviour of adults who work with children, young people or vulnerable adults.
- Know how to contact and establish links with the Local Safeguarding Children's Boards and the relevant departments within social services or police.

¹ The Government's guidance Working Together to Safeguard Children (2006) introduced the role of the Local Authority Designated Officer (LADO) in England and Wales whose responsibility is to co-ordinate the investigation of all allegations made against people who work with children and young people, provide advice and guidance to voluntary organisations, to liaise with the LSCB, ISA, police, social care and other professional bodies and monitor the progress of cases to ensure they are dealt with as quickly as possible, consistent and with a thorough and fair process. It also introduced the duty of organisations in to refer information regarding inappropriate behaviour of adults who work with children, young people and vulnerable adults.

- Promote safeguarding across their Area and keep volunteers informed on good practise and new legislation and guidance through the Safeguarding (Child Protection) training they deliver.

Remember – the first point of contact for advice or guidance is the Designated Worker at Area – BMD, AO or DAO who will have received training and who will offer support on child protection issues. The point of contact at MSSCHQ will be APO, BMD (HQ) or DBM who has ultimate responsibility for the management of complaints allegations and investigations within the Corps



Sea Cadet Corps use of MOD Facilities

This schedule details those premises or facilities occupied or utilised by the Marine Society & Sea Cadets, Sea Cadet Corps and/or Sea Cadet Units.

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
RAF Waddington	Weapons/ Ammo Stowage	Arms / Ammo soon to be moved to RAF Cranwell
RAF Scampton	Weapons/ Ammo Stowage	MOD Armoury
HMS President, London	Area Office	
MOD Caledonia, Rosyth	Area Office Weapon/Ammo storage, vehicle parking, stores, equipment storage	
MOD Caledonia	SCTC National Training Centre	Cadets & Adults
MOD Caledonia	Rosyth Sea Cadet Unit	
HMNB Clyde, Helensburgh	Weapons/Ammo storage, engineering support, use of base facilities & offsite centre	Base Armoury, training, camps & resource for boat/engine repairs
RM Condor, Arbroath	Training	
Barry Budden Ranges, Arbroath	As above	
Castle Law Ranges, Edinburgh	Training	
HQ 51 Brigade Stirling	Resource for Area Weapon Inspections/repairs	
RMR Glasgow	Training	
HMS Calliope, Newcastle	Training	
RMR Tyne, Newcastle	Training	
Tynemouth TA Centre	Ammo storage	MOD armoury
Kingston Park TA	Weapons storage	MOD armoury

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
Centre, Newcastle		
RN HQ, Liverpool	Area Office	
HMS Nelson, Portsmouth	Area Office	
HMS Flying Fox, Bristol	Area Office Weapon and ammo storage	
HMS Flying Fox, Bristol	District and area training	Use is also made of the range and the RNR armoury. Parking space used for Area boats and trailers. Parade ground is used for Area Band competition and RMCD drill competition. Weekend meetings & adult overnight accommodation
Fort Blockhouse, Gosport	Offshore and National Courses Offices and Berthing and Support Facilities for Offshore Vessels	Offices, berths and accommodation for training.
TAVR Centre, Cambridge	.22 Range	Shooting facility
Bassingbourn Barracks	Ranges	Shooting facility
Beckingham Camp	Training Area	Accommodation, Classrooms, Armoury, Ammo Bunker, Ranges Parade Ground and Training Areas
Gamecote Barracks	Gym & Swimming Pool	Events
RAF Cranwell	Various SCC activities	Including drill training, football. Area meetings and overnight accommodation, plus weapons/ammo storage
RAF Cranwell	Area Office	
RAF Digby	Shooting	
RAF Henlow	Swimming Pool	

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
RAF Brampton	PT Course	
RAF Kirton in Lindsey	PT Course	
Thetford Camp	Ranges	Shooting facility & camps
Barton Road, Cambridge	Ranges	Shooting facility
Coltishall	Range	Shooting facility
RNAS Culdrose	Boat Station	Power vessels and sailing
RFCA Centre, Driffield	Training Accommodation	Training Areas and Accommodation
Defence School of Transport	Full Bore Shooting	Shooting Facility
Army Training Estates South East	Adventure Training	
Crowborough	Staff and Cadet Training	
1RSME Brompton Barracks	Parade Ground and Building	Drill and ceremonial practice/competitions
1 RSME Brompton Barracks	Garrison Gymnasium	Competition, sports and recreational training
Cherry Tree Camp, Essex	Adventure Training	Competitions & training
Capel Curig Camp, North Wales	Adventure Training Hill Walking and Mountaineering	
Sennybridge	Cadet training & Summer Camp	Full bore shooting, training & camps
Halton	Adventure Training	Wild Country Training
Pippingford Park	Field Training	
Mereworth	Field Training	
JSMTTC Kingussie	Cadet Training	

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
JSMTC Norwegian Lodge	Cadet Training	
Buchan Cadet Centre	Training	RFCA owned
Gordon Barracks, Aberdeen	Ammo storage	MOD armoury
DTE Otterburn, Northumberland	Training	Field Craft, Weapons and Band training
DTE Garelochhead, Argyll & Bute	Area summer camp & adult training	Also fallback when accommodation not available at MOD Caledonia.
Cadet Training Centre, Frimley	Shooting	
Kimmel Camp, N Wales	Marine Cadet Training	
Swynerton Camp, Staffs	Camps	Multi Subject Training
Altcar Range, Lancs	Full Bore Training	
Folkestone (various locations)	Cadet Training & Camps	
Tipnor Range	Shooting	
Longmoor	Cadet Training	Training & Camps
Aldershot Training Centres	Cadet Training	
Aldershot Transit Camp	Accommodation	Requirement for Trafalgar 200
Reading TA Centre	Parade Grd & Range and Reading Unit HQ	Drill Competitions and training
Crawley TA Centre Range	.22 Shooting	
Redhill TA Centre	.22 Shooting	

Sea Cadet Corps use of MOD Facilities

Facility	Type of Use	Remarks
Range		
Woking ATC Range	.22 Shooting	RFCA owned building
Staines ATC Range	.22 Shooting	
Bovington Camp	Swimming Pool & indoor sports area & athletics complex	
Blandford Camp	Athletics Complex	
HMS Sultan	Gymnasium	Football and Athletics Competition & Training
HMS Collingwood	Swimming Pool	Swimming competitions & training
RMA Sandhurst	Swimming Pool	Swimming Competitions & training
RAF Halton	Training Facilities	Drill Halls & Workshops
Beaconsfield School of Language	Football and Gymnasium	
Stoney Castle Range	Shooting	
Henley RMR	.22 Shooting	
Bramley	Camping and EL	Camp Craft & Leadership Training
Hawley Lake	Boatwork	Boat work training and regattas
RAF Odiham	.22 Shooting, swimming, football & flying	
Tregantle Fort, Plymouth	Camps, training & accommodation	
RM Sailing Centre, Plymouth	Sailing	
Penally camp & ranges	Cadet training	

Sea Cadet Corps use of MOD Facilities

Facility	Type of Use	Remarks
Castlemartin ranges	Cadet training	
Carmarthen TA Centre	Cadet training	
Training Area (changes each year)	MCD Annual Camp	Annual MCD Camp
Training Area (changes each year)	MCD Field Assessment	MCD Field Assessment
Swynerton Training Area	MC Field Training	MC Field Training
Lulworth Training Area (Highwood Heath)	Alpha Company Field Assessments/Cadet Training/Staff Training/Easter Ex	MC Field Assessment Cadet Field Training Staff Training Easter Ex
MEXE Ranges	Alpha Company Field Assessments/Cadet Training/Staff Training/Easter Ex	MC Field Assessment Cadet Field Training Staff Training Easter Ex
Woodbury Common/CTCRM	Alpha Company Field Assessments/Cadet Training/Staff Training/Easter Ex	MC Field Assessment Cadet Field Training Staff Training Easter Ex
Caerwent Training Area	Alpha Company Field Assessments/Cadet Training/Staff Training/Easter Ex	MC Field Assessment Cadet Field Training Staff Training Easter Ex
Scraesdon For/Antony Training Area	Alpha Company Cadet Promotion Boards	
Wessex TA Bovington	Cadet training	
Devon ACF Pellew House	Weapon storage Cadet training	.22 shooting
Pilning Range	Training	
Rogiet Range	Cadet training	Shooting Range
Oakhampton	Cadet Training	Shooting Range

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
Yoxter ACF camp	Cadet training	
Chickerell Training Camp	Cadet Training	General Cadet Training & camps
Tregantle Fort	Accommodation	
Chesterfield Sea Cadets	Cadet Training	RFCA Centre
Hitchin Sea Cadets	Cadet Training	RFCA Centre
Huddersfield	Cadet Training	RFCA Centre
Huntingdon Sea Cadets	Cadet Training	RAF WHYTON
Lowestoft Sea Cadets	Cadet Training	RFCA Centre
Newark Sea Cadets	Cadet Training	RFCA Centre
Newham Sea Cadets	Cadet Training	
Ruislip Sea Cadets	Cadet Training	RFCA/TAVRA
Ayr Sea Cadets	Cadet Training	RFCA/TAVRA
Bridge of Don Sea Cadets, Aberdeen	Cadet Training	RFCA/TAVRA – located within Gordon Barracks
Campbeltown Sea Cadets	Cadet Training	RFCA/TAVRA
Dumfries Sea Cadets	Cadet Training	RFCA/TAVRA – unit owned building on RFCA land
Dunbar Sea Cadets	Cadet Training	RFCA/TAVRA
East Kilbride Sea Cadets	Cadet Training	RFCA/TAVRA
Helensburgh Sea Cades	Cadet Training	RFCA/TAVRA.
Irvine Sea Cadets	Cadet Training	RFCA/TAVRA
Lochaber Sea Cadets	Cadet Training	RFCA/TAVRA

Sea Cadet Corps use of MOD Facilities

Facility	Type of Use	Remarks
Oban Sea Cadets	Cadet Training	
Newtownards Sea Cadets	Cadet Training	RFCA/TAVRA
Stockton Sea Cadets	Cadet training	RFCA
Rhyl Sea Cadets	Cadet Training	
Stoke Sea Cadets	Cadet Training	
Abingdon Sea Cadets	Cadet Training	T A Centre
Ashford Sea Cadets	Cadet Training	TA Centre (SERFCA)
Banbury Sea Cadets	Cadet Training	T A Centre
Chatham Marine and Sea Cadets	Cadet Training	Brompton Army Barracks – Also various weekends in addition to the two nights per week. Shared facility with RNR and RMR
Gosport Unit Boat Station	Cadet Training	Adjacent to Gosport Unit but on MOD owned land
Hove & Adur Sea Cadets	Cadet Training	T A Centre
Lewes Sea Cadets	Cadet Training	Satellite Division of Newhaven Sea Cadet Unit who parade in SERFCA Army Training Corps Building
Medway Towns Sea Cadets	Cadet Training	See entry for Chatham Marine and Sea Cadets above
Portsmouth Sea Cadets	Cadet Training	RN Establishment at Whale Island
Sittingbourne Sea Cadets	Cadet Training	ACF Owned Building
Reading Sea Cadets	Cadet Training	T A Centre

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
Hastings Sea Cadets	Cadet Training	ACF/ATC Centre
Caterham Sea Cadets	Cadet Training	RFCA Centre
Croydon Sea Cadets	Cadet Training	ATC Centre
Dartmouth Sea Cadets	Cadet Training	Britannia RN College
Plymouth Drake Sea Cadets	Cadet Training	HMS VIVID/HMS DRAKE
Plymouth Manadon Sea Cadets	Cadet Training	T A Centre
Torbay Sea Cadets	Cadet Training	T A Centre
Taunton Sea Cadets	Cadet Training	UKHO Taunton
Thurrock Sea Cadets	Cadet Training	No longer using RFCA or MoD premises
Yeovil Sea Cadets	Cadet Training	RNAS Yeovilton
Winchester Sea Cadets	Cadet Training	Unit moved to Worthy Down Army Camp within last 5 years
Westerham Sea Cadets	Cadet Training	New Unit in SERFCA premises
Worcester Sea Cadets	Cadet training	Moved in to TA Centre
Bristol Filton Sea Cadets	Cadet Training	T A Centre
Barry Sea Cadets	Cadet Training	HMS CAMBRIA
Pembroke Dock Sea Cadets	Cadet Training	H M Mooring Depot now believed to be ABP
Trowbridge Sea Cadets	Cadet Training	MAFF
Hereford TA Centre	Training	Hereford TA Centre
Weymouth Sea Cadets	Cadet Training	Nothe Barracks now an RFCA managed site.

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
Shirley Sea Cadets	Cadet Training	RFCA Centre
HMS Excellent, Whale Island	Southern Area Boat Station with Accommodation on board HMS Bristol	Adult & Cadet training
HMS Excellent, Whale Island	Cadet Training	Southern Area usage
HMS Excellent, Whale Island	SCTC National Training Centre with accommodation on board HMS Bristol	Adult & Cadet Training
HMS Raleigh*	SCTC National Training Centre	National Sea Cadet Training Centre incl accommodation
HMS Raleigh	Cadet training & competitions	Various
HMS Seahawk	Air Acquaint Course	Air Acquaint Course
RNAS Culdrose (HMS Seahawk)	Cadet training	Competition and swimming
Building 1/49 HM Naval Base PORTSMOUTH	Sea Cadet Store	No Cadets. Store for MOD and other stores
SCTC Weymouth	Cadet Training	National Sea Cadet Training Centre
Lodge Hill DTA	Cadet Training	MCD Field Training
MoD St Athan	Cadet training	
Rugby TA Centre	Cadet shooting	
A Coy Devon ACF centre Tiverton	Cadet shooting	
RNAS Yeovilton	Sports Facility & Accommodation	Training & Competitions & residential courses

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
RMR Bristol	Alpha Company Marine Cadet Training Various	
Neath Cadet Training Centre	Indoor Smallbore Rifle Range	Use of range for general shooting practice
Port Talbot ACF HQ`	Indoor Smallbore Rifle Range	Use of range for general shooting practice
ACF Cinderford	Shooting	
RAF Cosford	Cadet Sports for competitions	
TA Barracks Morgan St Cardiff	Unit HQ	
Blackburn Unit Somme Barracks TA Centre	Cadet Training	
Runcorn Unit TA Centre Halton	Cadet Training	
Liverpool South TA Centre Eigburth	Cadet Training	
Pwllheli Unit ACF Centre Pwllheli	Cadet Training	
Buxton Unit ACF Centre Buxton	Cadet Training	
TA Centre Bury St Edmunds	Cadet Training	Unit training / Shooting
TA Centre Norwich	Cadet Training	Unit training / Shooting
TA Centre Ipswich	Cadet Training	Unit training / Shooting

Sea Cadet Corps use of MOD Facilities

<u>Facility</u>	<u>Type of Use</u>	<u>Remarks</u>
RAF Honnington	Cadet Competition	District Drill & Piping

Training Centres shown * are also used by other Cadet Forces

Dear Sir

LICENCE TO THE MARINE SOCIETY AND SEA CADETS

FOR USE OF FLEET & DE&S RECREATION FACILITIES AT NAVAL ESTABLISHMENTS NATIONWIDE

The Secretary of State for Defence agrees to grant to The Marine Society & Sea Cadets (MSSC) and to all persons being members of the Association (which persons and The MSSC are hereinafter called The Association whose registered office is at 202 Lambeth Road, London, SE1 7JW

a Licence:

- a. to use Fleet & DE&S recreation facilities at Naval Establishments nationwide hereinafter called "the premises" for the purpose of Sea Cadet events and training hereinafter called "the Event" at times and dates as agreed with the Commanding officer of the Establishment in advance between the dates of 01 April 2009 and 31 March 2010
- b. to authorise any person participating in or otherwise concerned with the Event or attending as spectators to have access to the premises without dogs motor and other vehicles
- c. to have access to the premises as agreed with the Commanding Officer of the Establishment prior to the Event for the purpose of making preparations for the Event and the following for the purpose of duly discharging the Association's obligations under paragraph 6(11) hereof upon the following terms and conditions:-
 1. The commercial value of the facilities provided are to be agreed and identified by the establishment to allow for a single abatement to be made at the end of the term.
 2. This Licence is not a tenancy and does not confer on you or any member of the Association the right to exclude the Secretary of State, (hereinafter called "the said Officer") or any other authorised person from the premises and the uninterrupted use of the premises cannot be guaranteed
 3. (1) Access to the premises shall be only by the routes notified to you by the said Officer and the Association will be responsible for ensuring that all persons attending or otherwise concerned with the Event use such routes and do not trespass into adjoining parts of the said Premises

(2) Cars used by persons attending or otherwise concerned with the Event may be parked at owner's risk in such part of the premises as may be notified to the Association by the said Officer and not elsewhere

(3) The said Officer may refuse admission to the premises or remove therefrom any person without stating any reason therefor

4. The Secretary of State shall not be under any duty whether as occupier or otherwise to maintain the premises nor be under any liability in respect of the state and condition of the premises or for or in respect of loss of or damage to property suffered by any person whilst entering or present on or leaving the said Premises whether the same be caused by the nature state or condition of the said Premises or by any act or omission of any servant or agent of the Crown or of any other person for whose act or omission the Crown or such servant or agent may be responsible

5. Neither you nor any member of the Association shall have or make any claim against the Crown or the Secretary of State or against any member of a Visiting Force (as defined in the Visiting Forces Act 1952 or any Order made thereunder) or member of a civilian component of such Force in respect of loss of or damage to property which may be suffered by you or by any member of the Association or by any other person in the course of or as a result of the exercise of any right hereunder whatever the cause of such loss or damage may be.

6. The Association shall:-

(1) ensure that the premises are not used by the Association for any purpose whatsoever other than for the purpose of the Event as aforesaid including preparations for the Event and the discharge of your obligations under paragraph 6(11) hereof

(2) ensure that the Event is conducted in a proper and orderly manner and that no disorderly person is permitted to be or remain on the premises and that no dog is brought on or allowed to remain on the premises

(3) give full particulars to the said Officer of the detailed arrangements for the Event and at all times during this Licence comply and ensure that all persons using the premises comply with any directions affecting the premises or the use of the premises which may be given by the Secretary of State the said Officer or any other authorised person and in particular with any Ministry of Defence byelaws regulations instructions or standing orders in force at the said Premises notice of which has been given to the Association

(4) ensure that unless the previous written consent of the said Officer is obtained and then only in accordance with any conditions he may impose no hole or pit is dug in the premises and that no tents kiosks stalls or erections are constructed or placed thereon and that no poster or advertisement is erected or exhibited thereon

(5) take all reasonable measures (including precautions to minimise the risk of fire and the provision of equipment to deal with outbreaks of fire and facilities for first aid) according to the best practice in Events of a similar nature to

secure the safety of all persons attending or otherwise concerned with the Event

(6) ensure that the provisions of any Sunday Observance Acts for the time being in force are not contravened and that no inconvenience or annoyance by noise or exhaust fumes or otherwise is caused as a result of the exercise of any rights hereunder to the owners or occupiers of adjoining or neighbouring property

(7) give all necessary notices and obtain all necessary licences and consents required by statute or byelaw in respect of the exercise of any right hereunder and in particular inform the Police and the Local Authorities of the proposal to hold the Event and produce their consent to this office ten days before the Event if appropriate

(8) ensure that no one tampers with any gas electricity or water installation and that unless the said Officer has given his previous written consent that no alteration whatsoever is made to the premises and that no appliance or apparatus is connected to the existing electrical system

(9) comply with and secure compliance of all persons attending or otherwise concerned with the Event with all statutory provisions relevant thereto and with the conditions of any such licences and consents as are referred to in paragraph 6(7) hereof

(10) not to permit the sale or consumption on the premises of intoxicating liquor

(11) on or before the termination of this Licence fill in any holes or pits dug on the premises with such consent as aforesaid and restore the surface of the premises so far as is practicable to the condition in which it was immediately before the grant of this Licence to the satisfaction of the said Officer and remove from the premises all litter and anything brought or placed thereon by yourselves or by any other person (other than a person acting on behalf of the Secretary of State) and leave the same in a tidy condition

(14) pay to the Secretary of State the sum of £152.75 (including VAT) towards the costs or expenses incurred by the Secretary of State in connection with the grant of this Licence

7. This Licence is personal to the Association and you shall not seek or purport to assign or charge this Licence or any of the rights or obligations hereunder

8. The Secretary of State may (without prejudice to his rights and remedies in respect of anything previously done or suffered) revoke the Licence hereby granted at any time by giving to the Association 24 hour's previous notice in writing and in the event of this Licence being revoked before the premises have been used for the purpose hereby authorised and also in the event of the Association being unable to obtain the licences and consents referred to in paragraph 6(7) hereof the Secretary of State will repay for the Association any sum already paid pursuant to the terms of paragraph 1 hereof but the Association shall have no further claim whatsoever against the Secretary of State in respect of the revocation of the Licence

10. The coming into effect of this Licence is conditional upon the acceptance of the conditions set out in the preceding paragraphs. You are therefore requested to confirm your acceptance of these conditions by returning this letter to me with the endorsement of the foot hereof duly signed as soon as possible. If these conditions are accepted on behalf of a Club or other unincorporated Association the acceptance must be expressed to be on your own behalf and on behalf of the members of the Club or Association by whom you are duly authorised

11. A duplicate of this Licence is enclosed for the Association's retention

Yours faithfully

PAUL COOPER MRICS
PRINCIPAL ESTATE SURVEYOR
on behalf of the Secretary of State for Defence

To: The Marine Society & Sea Cadets, 202 Lambeth Road, London, SE1 7JW

ENDORSEMENT

I/We

[and]

on my/our own behalf and on behalf of the members of the Association by whom I/We am/are duly authorised hereby accept the terms and conditions set out in the above letter

Dated this day of 20

Signed

Signed