



CAMPAIGN AGAINST CONTROLLED AIRSPACE AROUND FARNBOROUGH AIRFIELD

Thank you for offering to assist Lasham Gliding Society in its campaign against the decision by the Civil Aviation Authority to impose unnecessary controlled airspace around Farnborough Airfield. We are mounting a legal challenge to the CAA's decision.

A form and the conditions under which we can accept donations are below. Please read these conditions carefully before making your donation.

We prefer receiving money by bank transfer because this method costs us nothing. However we have also provided a link to pay by credit card.

Your assistance will be greatly appreciated. It will help our fight to maintain safe access to the airspace around Farnborough. This campaign should also set a precedent to ensure greater scrutiny of future new controlled airspace proposals throughout the country. Residents of Hampshire will also be protected from increased noise from jet aircraft.

Yours sincerely

John McCullagh
Honorary Treasurer

LASHAM GLIDING SOCIETY LTD

TERMS AND CONDITIONS FOR ACCEPTING DONATIONS

Terms and conditions for donating to support Lasham Gliding Society Ltd's aim to pursue a Judicial Review of the CAA's decision to grant controlled airspace to TAG Farnborough further to its Airspace Change Proposal submitted to the CAA on 14 December 2016

Lasham Gliding Society Ltd (the "LGS"), the UK's largest gliding society considers that it will be damaged by the decision of the CAA to grant TAG Farnborough (the "TAG") the amount and type of controlled airspace that TAG requested pursuant to the Airspace Change Proposal (the "ACP") it resubmitted to the CAA on 14 December 2016 because of safety and operational issues;

Consequently, LGS is intending to pursue a Judicial Review of the CAA's decision as on the basis that (inter alia) the decision has been taken either following a flawed consultation and decision making process and /or that the grounds and reasoning on which the decision is based is irrational and therefore unsound.

Any person or legal entity which makes a donation to LGS (the "Donor") in support of the proposed legal proceedings against the CAA agrees and accepts that the donation is made voluntarily and on the following terms;

1. Any funds donated by any LGS member or other supporter of LGS for the purpose of supporting the legal action by LGS (the "Proceedings") will be non-refundable and used only to pay the legal expenses of the Proceedings and/or any appeal of any decision made by a court in relation to the Proceedings which expenses include (but are not limited to): solicitors' fees, counsel's fees and other disbursements, VAT and the costs of meeting any adverse cost payments, settlements or orders made or payable in the event that some or all of the Proceedings are unsuccessful;
2. No Donor shall be or become a party to or have influence over the conduct of the Proceedings (or any appeal against the decision of a court in relation to the Proceedings);
3. LGS shall have sole responsibility and authority to conduct the Proceedings (or any subsequent appeal against the decision of a court in relation to the Proceedings) as it considers fit and proper and in accordance with its Rules and its formal decision making process;
4. As Donors do not have a personal interest in the case, nor control or benefit from it, LGS is advised that there should not be any adverse cost liability for Donors as a result of donating. However, that cannot be guaranteed as the court may take a different view. Furthermore, legislation adopted in 2015^[1] requires that an applicant in judicial review proceedings must provide the court with information about the sources of finance of the litigation and any person providing financing over a certain amount must be identified. That amount is £3000. Therefore, anyone who provides an amount over £3000 will have to be identified as a supporter of the judicial review and may be at higher risk of being liable for cost orders if the claim is not successful. Nothing in these terms and conditions can be taken to be legal advice provided by LGS to any Donor, supporter or member;

5. To reduce any risks associated with Donors becoming liable to adverse costs orders, LGS shall retain 50% of all funds made by Donors in order to use such funds to pay any adverse costs awarded against or agreed by LGS in the event that the Proceedings are not successful;
6. Any costs awarded to LGS by the CAA (or any other intervening party) pursuant to the Proceedings or any appeal against the decision of a court in relation to the Proceedings shall:

a first be set off against any legal expenses incurred by LGS including in relation to legal advice prior to issuing the proceedings; and

b subsequently be set off against any legal expenses incurred and paid for out of the funds donated by Donors in support of the Proceedings;

LGS shall maintain a separate bank account to hold any donations given to it in support of the Proceedings and will request its external auditors, Moffatt Gilbert, to ensure that all money donated is managed separately from LGS's other funds and in accordance with the principles set out in this statement of the terms of donation.

[\[1\]](#) The Criminal Justice and Courts Act 2015 (see Section 85)

**CAMPAIGN AGAINST CONTROLLED AIRSPACE AROUND FARNBOROUGH
AIRFIELD
FUND RAISING**

Full name.....

Address and post code.....

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E-mail Telephone

The Society will accept a cheque or a bank transfer to our separate account for donations

Barclays Bank plc
Sort Code: 20-05-00
Account No: 80565881
Account Name: Lasham Gliding Society Special Reserve Fund
Our reference: Donation

I donate £..... to Lasham Gliding Society Ltd in support of its legal proceedings against the CAA.

I accept the terms and conditions on this web-site.

Please sign and date this form and send it to

Lasham Gliding Society, Lasham Airfield, ALTON, Hampshire GU34 5SS
01256 384 900