



Space Industry Act 2018

Spaceport Licence
for
Cornwall Airport Limited

The Civil Aviation Authority
and
Cornwall Airport Limited, trading as Cornwall Airport Newquay

THIS LICENCE IS DATED: 15 November 2022

Licence granted under the Space Industry Act 2018 by

(1) The Civil Aviation Authority, a statutory corporation, whose principal office is located at Civil Aviation Authority, Aviation House, Beehive Ring Road, Crawley, West Sussex, RH6 0YR (“the Regulator”)

to

(2) Cornwall Airport Limited (a company with registration number 06098925, trading as Cornwall Airport Newquay whose registered office is at St Mawgan House Cornwall Airport Newquay, Carloggas, St Mawgan, Newquay, Cornwall, England, TR8 4RQ) (“the Licensee”)

1. Terms of Licence

- 1.1. In exercise of the powers conferred by the Space Industry Act 2018 (“the Act”) and the Space Industry Regulations 2021 (“the Regulations”), the Regulator hereby GRANTS the Licensee a licence to carry out the Licensed Activities subject to the terms and conditions contained within this Licence.
- 1.2. The Licence is granted on the date stated at the head of this Licence but the authorisations under this Licence to carry out the Licensed Activities must not be exercised by the Licensee unless the conditions under clauses 3.1 to 3.3 have been met to the satisfaction of the Regulator.
- 1.3. The spaceport to which this Licence relates is known as “Spaceport Cornwall”, situated at Cornwall Airport Newquay, whose boundaries are as delineated as the Airport Estate Boundary in red on the Site Plan attached to the Licence.
- 1.4. The Licensed Activities are the operation of Spaceport Cornwall for the purpose of facilitating spaceflight activities by Virgin Orbit LLC, requiring the use of a runway for horizontal launches of carrier aircraft from which space objects will be launched by a launch vehicle, and the landing of the carrier aircraft, limited to two launches of the carrier aircraft carrying the launch vehicle per annum, subject to the written agreement of the Regulator for further such launches, and any ancillary activities required for the operation of Spaceport Cornwall.
- 1.5. The grant of this Licence is not to be construed as a waiver by the Regulator of any failure on the part of the Licensee to comply with any requirement prior to the date of grant.
- 1.6. The grant of this Licence does not in any way imply that the Regulator will grant the Licensee, or any other person, any further licence, or a licence in relation to any other activities for which the Licensee may seek a licence in the future.

2. Interpretation

- 2.1. In this Licence:
 - 2.1.1 “Act” means the Space Industry Act 2018;

- 2.1.2 “Assessment of Environmental Effects” means the Assessment of Environmental Effects prepared by the Licensee in accordance with section 11 of the Act;
 - 2.1.3 “Echo Apron” means that area of spaceport described as Echo Apron on the Site Plan;
 - 2.1.4 “HAZOPS 1” and “HAZOPS 2” have the same meanings as in the Safety Case;
 - 2.1.5 “Licence” means this licence;
 - 2.1.6 “Licensed Activities” means the operation of Spaceport Cornwall and ancillary activities, as defined in clause 1;
 - 2.1.7 “LOX” means liquid oxygen;
 - 2.1.8 “Oversight and Monitoring Plan” (“OMP”) means the Regulator’s plan for the oversight and monitoring of the Licensed Activities as provided to the Licensee and as may be amended or updated by the Regulator from time to time;
 - 2.1.9 “Regulations” means the Space Industry Regulations 2021;
 - 2.1.10 “RP1” means the highly refined kerosene used as rocket fuel for the Launch Vehicle;
 - 2.1.11 “Safety Case” means the safety case prepared by the Licensee in accordance with Regulation 36; and
 - 2.1.12 “Site Plan” means the attached plan showing the boundaries and site of Spaceport Cornwall.
- 2.2. Except where the terms are defined in this Licence or context otherwise requires, the words and expressions used in this Licence have the same meaning as they have in the Act or the Regulations.
- 2.3. The Interpretation Act 1978 applies to this Licence as it applies to an Act of Parliament.

3. Conditions Precedent

- 3.1. Before the Licensee is entitled to carry out the Licensed Activities in accordance with this Licence, the Licensee must demonstrate to the satisfaction of the Regulator that it has:
 - 3.1.1 appointed an individual, or individuals, to undertake the roles of accountable manager, safety manager and security manager;
 - 3.1.2 made a proposal to the Secretary of State for the designation of a space site security restricted area and controlled area in accordance with Regulation 174 and that the areas have been so designated by the Secretary of State.
- 3.2. Until Virgin Orbit LLC has been granted (if at all) an operator licence by the Regulator, the Licensee must not permit Virgin Orbit LLC or any person on behalf

of Virgin Orbit LLC to handle and store LOX or RP1 on Echo Apron unless the Regulator has confirmed to the Licensee that it is satisfied that Virgin Orbit will take or has taken all steps necessary to ensure that the risks of handling and storing LOX and RP1 are as low as reasonably practicable.

- 3.3. Before HAZOPS 1 and HAZOPS 2 can take place, the Licensee must demonstrate to the satisfaction of the Regulator that the Licensee is able to put in place an appropriate safety clear zone and that the Licensee is able to comply with the requirements of Regulation 157.
- 3.4. The Regulator is not to be taken to be satisfied as to the matters set out in conditions 3.1 to 3.3 unless it has confirmed so to the Licensee in writing.

4. General Conditions

- 4.1. In order for the Licensee to exercise the privileges of this Licence to conduct the Licensed Activities, Cornwall Airport Newquay must be and remain a NASP-directed aerodrome certified or licensed by the Regulator.
- 4.2. The Licensee must:
 - 4.2.1 Comply with the requirements set out within the Oversight and Monitoring Plan;
 - 4.2.2 Only carry out the Licensed Activities to facilitate the spaceflight activities of Virgin Orbit LLC under the terms of Virgin Orbit LLC's Spaceflight Operator licence, unless varied by the Regulator;
 - 4.2.3 Only store LOX, or permit LOX to be stored, on Echo Apron and nowhere else at Spaceport Cornwall.
- 4.3. The Licensee must afford all reasonable assistance, co-operation and compliance as may be requested or required by the Regulator in the exercise of the Regulator's functions under this Licence or the Act.

5. Environmental Conditions

- 5.1. The Regulator may require the Licensee to carry out a new or revised Assessment of Environmental Effects by the time specified by the Regulator where there has been, or will be, any material change in any of the information provided to the Regulator by or on behalf of the Licensee, whether in or with the application for the Licence or after the Licence has been granted.
- 5.2. The Licensee must use best endeavours to achieve its target of being a carbon neutral spaceport by 2030, as set out in its Assessment of Environmental Effects. The Licensee must provide the Regulator with such information as it may reasonably require to ensure compliance with this condition.

6. Termination, revocation, variation and suspension terms

- 6.1. The Regulator may revoke, vary or suspend the Licence (including any Licence conditions attached to the Licence) where it appears to the Regulator:
 - 6.1.1 There has been any material change in any of the information provided to the Regulator by or on behalf of the Licensee, whether in or with the application for the Licence or after the Licence has been granted; or
 - 6.1.2 The Licensee has breached a condition of this Licence.
- 6.2. The termination of this Licence for whatever reason will not affect the obligations of the Licensee (or former Licensee) under its provisions.

Signed for and on behalf of the Regulator:

Signed: Colin Macleod

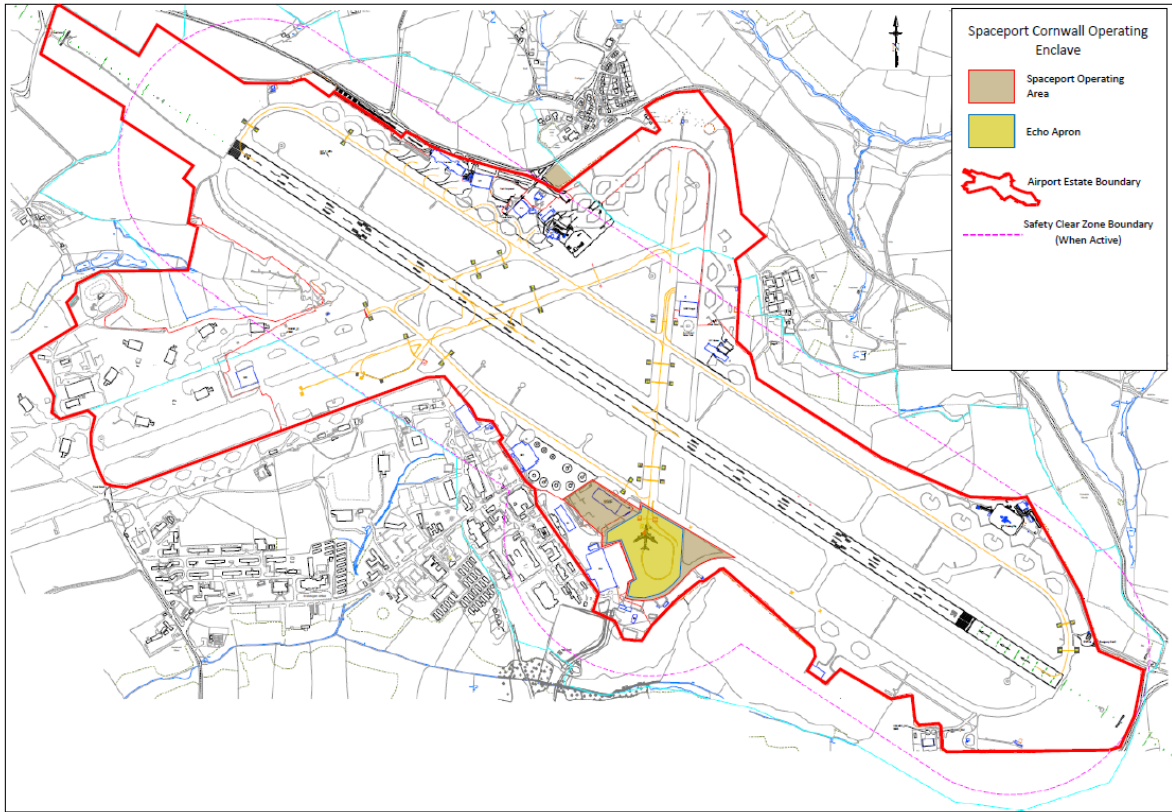
Name: Colin Macleod

Position: Head of UK Space Regulation

Attachments

Spaceport Site Plan

Oversight and Monitoring Plan



Spaceport Cornwall Site Plan