

Licence ref: SR-APP-001012



Space Industry Act 2018

Range Control Licence

for

Virgin Orbit, LLC

United Kingdom Civil Aviation Authority

and

Virgin Orbit, LLC

THIS LICENCE IS DATED: 20 December 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) Virgin Orbit, LLC Delaware limited liability company with file number 6119618 whose registered office is at 4022 East Conant Street, Long Beach, CA 90808 (“the Licensee”)

1. Terms of Licence

- 1.1. In exercise of the powers conferred by the Act and 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 clause 3.1 have been met to the satisfaction of the Regulator.
- 1.3. The Licensed Activities are the provision of range control services as set out in section 6(1)(a) to (f) of the Act in respect of the conduct of launches by Virgin Orbit, LLC from Spaceport Cornwall.
- 1.4. 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.
- 1.5. 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 spaceflight 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 ‘launch’ has the same meaning as in section 69(1) and (2) of the Act;
- 2.1.3 “Licence” means this licence;
- 2.1.4 “Licensed Activities” means the provision of range control services, as defined at clause 1.3 above;
- 2.1.5 “Oversight and Monitoring Plan” means the Regulator’s plan for the oversight and monitoring of the Licensed Activities as provided to the Licensee and as may be updated by the Regulator from time to time;
- 2.1.6 “Regulations” means the Space Industry Regulations 2021;

2.1.7 'Spaceport Cornwall' means the licensed spaceport situated at Cornwall Airport Newquay.

2.2. Except where the terms are defined in this Licence or the 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 to the Exercise of the Privileges of this Licence

3.1. Before the Licensee is entitled to perform the Licensed Activities in accordance with this Licence, the Licensee must demonstrate to the satisfaction of the Regulator that it has appointed an individual, or individuals, to undertake the roles of range safety manager, range operations manager, accountable manager, security manager and training manager.

3.2. The Regulator is not to be taken to be satisfied as to the matters set out in condition 3.1 unless it has confirmed so to the Licensee in writing.

4. General Conditions

4.1. The Licensee must comply with the requirements set out within the Oversight and Monitoring Plan.

4.2. 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. Termination, revocation, variation and suspension terms

5.1. The Regulator may revoke, vary or suspend the Licence (including any conditions attached to the Licence) where it appears to the Regulator:

5.1.1 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

5.1.2 the Licensee has breached a condition of this Licence.

5.2. 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

Oversight and Monitoring Plan