

APPLICATION FOR PERMISSION TO USE DRONE WITHIN THE DUBLIN PORT COMPANY ESTATE

To apply for permission to use and operate an unmanned aerial vehicle or system (**Drone**) within the **Dublin Port Company (DPC)** Estate, the applicant must complete and sign this Application Form and submit it to **DPC**, together with the applicable fee and evidence of insurance and risk assessment.

Applicant:	
Name:	
Address:	
Telephone Number:	
Email Address:	
Pilot:	
Name:	
Address:	
Contact Telephone Number:	
Email Address:	
Qualifications:	
Drone:	
Type of Drone (including size and weight in kilograms):	
Drone is equipped with (delete as appropriate):	Camera and Audio recording equipment
Use:	
Purpose:	
Use Period:	Dates:
	Hours:
Location(s):	Take-off:
	Area of use:
	Landing:
Insurance cover: Policy schedule to be submitted listing Dublin Port Company as Additional Insured on the policy	
Risk assessment:	

THIS IS AN APPLICATION ONLY AND DOES NOT CONSTITUTE PERMISSION FROM DPC TO USE OR OPERATE THE DRONE.

NO USE OF ANY DRONE IS PERMITTED WITHIN DPC ESTATE UNTIL WRITTEN PERMISSION FROM DPC IS RECEIVED BY THE APPLICANT.

BY SUBMITTING THIS APPLICATION, THE APPLICANT:

1/ CONFIRMS THAT THE DETAILS PROVIDED BY IT IN THIS APPLICATION FORM ARE TRUE, ACCURATE AND COMPLETE.

2/ ACKNOWLEDGES THAT ANY PERMISSION GRANTED BY DPC WILL BE GRANTED STRICTLY SUBJECT TO THE TERMS & CONDITIONS SET OUT IN THE SCHEDULE TO THIS APPLICATION FORM, AND AGREES TO BE BOUND BY THOSE TERMS & CONDITIONS.

3/ ASSERTS HIS/HER UNDERSTANDING OF THE GENERAL DATA PROTECTION REGULATIONS AND ITS IMPACT ON THE USE OF DRONES, AND CONFIRMS THAT ALL RECORDING ACTIVITIES WILL COMPLY WITH THE REQUIREMENTS OF THE REGULATIONS.

AGREED AND ACCEPTED by Applicant:

(Signature)

(Printed Name)

(Title)

(Date)

Please submit completed Application Forms to Harbour Office.

The following accompanying information should be included:

1. IAA Certification of registration
2. Pilot Competency certification
3. Public Liability Insurance Policy listing **Dublin Port Company** as Additional Insured on the policy.
4. Map of proposed flight path
5. Takeoff and Landing areas
6. Method statement and Risk Assessment
7. A copy of the drone operator's 'Drone Usage Policy'

Please also note that certain areas within the DPC estate may be excluded from the flight plan.

SCHEDULE TO APPLICATION FOR PERMISSION TO USE DRONE WITHIN THE DUBLIN PORT COMPANY ESTATE

Terms & Conditions applying to use of the Drone (IF PERMISSION IS GRANTED)

1. License

In consideration of the obligations contained in this Application Form, if **Dublin Port Company (DPC)** grants permission to operate the Drone within the **DPC Estate**, then it will do so on the basis of a non-transferable and non-exclusive license granted to the Applicant personally to operate the Drone at the Location(s) for the Purpose during the Use Period only, and otherwise strictly subject to these Terms & Conditions and any other conditions attaching to **DPC's** permission.

2. Operation

- 2.1. Prior to use, the Applicant shall (and shall ensure that the Pilot shall) ensure that the Drone is in good and safe working order generally, and that all proper safety precautions, checks and tests have been taken, including the testing of all safety and warning lighting and devices.
- 2.2. In operating the Drone, the Applicant shall (and shall procure that the Pilot shall) ensure that:
 - a) The Drone is operated safely and for legitimate purposes only by properly qualified, skilled and competent persons, and is not used for any purpose that is unsuitable for its technical or operational capabilities;
 - b) No nuisance or disturbance is caused to **DPC** or any of the other users or occupiers of The **DPC Estate** or its or their use and quiet enjoyment;
 - c) No interference is caused with the receipt or transmission of electronic communications within, to or from **DPC Estate**, and, if necessary, all necessary steps have been taken to prevent such interference (including, the suppression of electrical interference by the Drone and the fitting of any temporary devices to preserve the quality of electronic reception to and from the **DPC Estate**);
 - d) The Drone is operated in full compliance with all applicable laws, regulation and codes of practice (including, all Health and Safety legislation, etc);
 - e) The Drone is operated in accordance with all regulations, codes of practice, directions and instructions issued by the Irish Aviation Authority, Air Traffic Control at Dublin Airport, **DPC** (including **DPC Police**, Port Security and the Harbour Master's Office) or any other relevant authority;
 - f) The Pilot shall wear high-visibility clothing clearly identifying him/her as the Pilot of the Drone;
 - g) The Pilot shall at all times carry evidence that **DPC** has given permission for the operation of the Drone and all terms and conditions attaching to that permission.
 - h) The Drone shall be operated in accordance with any specific instructions given by **DPC**.
- 2.3. The Applicant shall immediately notify **DPC** of any injury or damage caused by the Drone or its operation, including damage to any buildings, fixtures, structures (permanent or temporary), goods, chattels, vehicles or equipment, whether belonging to **DPC** or any other person.
- 2.4. The Applicant shall ensure that the Pilot holds all necessary permissions, licenses, permits, consents or authorizations for aerial work issued by the Irish Aviation Authority, and complies in full with the terms of such permission, license, permit, consent or authorization, and will not contravene, by act or omission, any applicable law, regulation or code of practice in force from time to time.

3. Acknowledgement

- 3.1. The Applicant acknowledges and agrees that **DPC** shall not be liable to the Applicant, the Pilot or to any other person, whether in tort (including for negligence or breach of statutory duty), contract or otherwise, for any death, personal injury or damage (to property or otherwise) caused by the Drone or its operation.
- 3.2. The Applicant acknowledges that there is an inherent risk of physical injury or property damage being caused to anyone or anyone's property, connected to the operation of Drones and voluntarily assumes and willingly accepts all such risks.

- 3.3. Where the Drone is equipped with any camera or audio recording equipment, the Applicant acknowledges that **DPC** has not sought or obtained any consents in relation to the making, use or processing of any recordings so obtained.

4. Indemnity

The Applicant shall at all times indemnify **DPC** and any other users or occupiers of the **DPC estate** and any other person against any of the following events arising out of or connected with either the use and operation of the Drone or the use or processing of any recording made during such use and operation or any breach of, or non-compliance with, any of these Terms & Conditions, including any wrongful act, neglect or default of any person operating the Drone:

- a) any damage or injury or death sustained by **DPC** or any of the other user or occupier of The **DPC Estate** or any other person;
- b) any loss of or damage to the property of **DPC** or any of the other users or occupiers of The **DPC Estate** or any other person, including any buildings, fixtures, structures (permanent or temporary), goods, chattels, vehicles or equipment;
- c) all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability brought against or suffered or incurred by **DPC** or any other users or occupiers of The **DPC Estate** or any other person.

Dublin Port Company should be named as Additional Insured on the applicant's insurance policy waiving rights of subrogation, in respect of liability for Bodily Injury and/or Property Damage arising out of the operations performed by the contractor.

5. Termination

DPC has the right at any time and for any reason to terminate any permission or license granted by it in connection with the Drone. Termination shall not affect either any of the rights or remedies of **DPC** or the obligations or liabilities of the Applicant that have accrued up to the date of termination. The Applicant shall not be entitled to any refund of any fees paid in consideration of this license in the event of termination.

6. General Data Protection Regulations

DPC is committed to processing personal information in ways that comply with its legal and statutory obligations, and takes seriously its obligations under the General Data Protection Regulations. In using Drones to capture images within the Port Estate on the basis of a commercial agreement with **DPC**, the drone operator should: ensure;

- 6.1. That a Privacy Impact Assessment is completed prior to use of the Drone, which;
 - a) Describes the nature, scope, context and purpose of the processing;
 - b) Assesses the necessity, proportionality and compliance measures;
 - c) Identifies and assesses risks to individuals; and;
 - d) Identifies any additional measures to mitigate those risks
- 6.2. Ensure that he/she has the consent of any individuals whose personal data may be captured, by making timely use of notifications, signage, media or publicity;
- 6.3. Establish the purpose for which the filming to be undertaken and the extent to which the images will be processed, and makes known this information to individuals whose images may be captured through use of the Drone;
- 6.4. Ensure that the drone is operated only to record the personal data required to achieve the purposes intended and for which consent has been obtained;
- 6.5. Maintain robust security and access controls in place to ensure that only authorized persons have access to any images captured by the drone;
- 6.6. Give due consideration to mechanisms that blur faces that are inadvertently filmed during a data collection, or other means to ensure that unintended capture of personal data is avoided, or removed before further processing occurs; and ;
- 6.7. Delete any remaining personal data collected once the task is completed.