

Licence ref: SR-APP-001180



Space Industry Act 2018

Spaceflight Operator Licence

for

Launch of

RFA ONE

The Civil Aviation Authority

and

Rocket Factory Augsburg AG

THIS LICENCE IS DATED: 14 January 2025

Licence granted under the Space Industry Act 2018

to

Rocket Factory Augsburg AG (a German registered company with registration number HRB 34250, whose registered office is at Berliner Allee 65, Augsburg, Germany, 86153) (“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 (“the Regulations”), the Civil Aviation Authority (“the Regulator”) hereby GRANTS the Licensee a licence to carry out the Licensed Activities subject to the terms and conditions contained within the Licence.
- 1.2 The Licence is granted on the date stated at the head of the Licence but the authorisations under the Licence must not be exercised by the Licensee unless the conditions under condition 3.1 have been met to the satisfaction of the Regulator.
- 1.3 The Licensed Activities are as follows:
 - 1.3.1 launch of the Launch Vehicle type known as ‘RFA ONE’ (“the Launch Vehicle”), by taking off from SaxaVord Spaceport, Unst, Shetland, including carrying payloads;
 - 1.3.2 operating the Launch Vehicle to carry payloads;
 - 1.3.3 deployment of payloads from the Launch Vehicle; and
 - 1.3.4 carrying out orbital activities in so far as those activities are necessary to comply with Regulation 101 until the Launch Vehicle has been positioned to the satisfaction of the Regulator.
- 1.4 The Licensee is permitted to load dangerous goods onto the Launch Vehicle and to carry such goods on the Launch Vehicle.
- 1.5 In accordance with the Assessment of Environmental Effects, the frequency of the Licensed Activities is limited as follows:
 - 1.5.1 the Licensee must not permit a number of launches which exceeds a maximum number of 10 launches in the 12-month period starting from 15 December 2024 and for each subsequent 12-month period;
 - 1.5.2 the Licensee must not permit a number of launches per calendar month which exceeds a maximum of two launches; and
 - 1.5.3 the Licensee must not permit a number of launches which exceeds one launch within a 24-hour period.
- 1.6 All launch trajectories are to be undertaken along azimuths between 330° to 030° relative to true north except as otherwise agreed in writing by the Regulator.

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 “Enters administration” has the same meaning as in paragraph 1(2)(b) of Schedule B1 to the Insolvency Act 1986 and includes any comparable event under the insolvency law applicable to the Licensee;
- 2.1.4 “Goes into liquidation” and “insolvency” have the same meanings as in section 247 of the Insolvency Act 1986 and includes any comparable event under the insolvency law applicable to the Licensee;
- 2.1.5 “Insurance” means the insurance referred to at conditions 5.1 to 5.3;
- 2.1.6 “Launch” has the same meaning as in section 69(1) and (2) of the Act;
- 2.1.7 “Licence” means this licence;
- 2.1.8 “Licensed Activities” means the launch and operation of the Launch Vehicle as defined at term 1.3 above;
- 2.1.9 “Regulator” means the Civil Aviation Authority;
- 2.1.10 “Regulations” means the Space Industry Regulations 2021 and references to a Regulation in this Licence are to be construed accordingly unless otherwise specified;
- 2.1.11 “Reporting Plan” means the information, reporting and notification requirements as set by the Regulator in relation to the Licensed Activities, as attached and provided to the Licensee and as may be amended or updated by the Regulator from time to time.

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 each occasion upon which the Licensee is entitled to carry out the Licensed Activities in accordance with the Licence, the Licensee must demonstrate to the satisfaction of the Regulator that, based upon the requirements of the Act and the Regulations, it is compliant with the following conditions:

- 3.1.1 the Licensee has taken out the Insurance;
- 3.1.2 the Licensee has informed the Regulator in writing of its final plans for

the range, including the identification of any hazard areas, and that they are consistent with the Licensee's safety case;

- 3.1.3 there is in place a data sharing agreement for launch information between the Licensee and the National Space Operations Centre; and
 - 3.1.4 any arrangements with other countries that the Secretary of State considers necessary for the Regulator to be satisfied that the Licensed Activities remain not contrary to the national interest have been concluded.
- 3.2 The Regulator is not to be taken as 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 Reporting 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, the Regulations or the Act.
- 4.3 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 the application for the Licence or after the Licence has been granted.
- 4.4 Prior to any variation of the Licence, the Licensee must submit a new or revised Assessment of Environmental Effects, as the case may be, or a written explanation as to why any previously submitted Assessment of Environmental Effects remains satisfactory.

5 Insurance Conditions

- 5.1 The Licensee must, before each launch, insure and continue to insure itself and, as additional named insureds, His Majesty's Government in the United Kingdom and the Regulator for the amount stipulated by the Regulator in condition 6.1 below, against all liabilities that may arise in respect of death, personal injury, damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of or in connection with the Licensed Activities.
- 5.2 The Insurance must also provide the same cover for:
 - 5.2.1 Shetland Space Centre Limited, any person procuring the launch of a payload on the Launch Vehicle, and the respective governments of the persons procuring those launches as additional named insureds except as otherwise agreed by the Regulator as a result of any persons having contractually agreed otherwise; and
 - 5.2.2 as additional insureds, the persons or bodies listed in section 36(2) of the Act, the Licensee's contractors and subcontractors, any persons

covered by cross-waiver agreements with the Licensee, and any range control service providers contracted by the Licensee except as otherwise agreed by the Regulator as a result of any persons having contractually agreed otherwise.

- 5.3 The Insurance must be in place for a period of at least 30 days after the Launch.
- 5.4 The Licensee must provide copies of the Insurance to the Regulator upon demand at any point during the Licensed Activities together with evidence of payment of the premiums in respect of the Insurance.
- 5.5 The Licensee agrees that the Secretary of State or the Regulator may at any time consult advisers in relation to the Insurance on a confidential basis either within His Majesty's Government or external to His Majesty's Government or both, and the Licensee agrees that such advice may be sought by the Secretary of State or the Regulator without the need for the Secretary of State or the Regulator or such advisers to agree a non-disclosure agreement with the Licensee provided that all external advisers are subject to confidentiality requirements owed to either the Regulator or the Secretary of State.
- 5.6 The Licensee must not, without the prior written consent of the Regulator, for a period starting from 30 days before the intended Launch Window until the period referred to in Condition 5.3 has expired, vary any provisions, terms and conditions of the Insurance or any part of it relating to the Licensed Activities or cancel the Insurance, or do anything that would enable the insurers to avoid the Insurance during such period.
- 5.7 The Licensee must immediately notify the Regulator in writing of any event or other circumstance which may give rise to a claim under the Insurance.

6 Indemnity Conditions

- 6.1 The amount of the Licensee's liability in respect of:
 - 6.1.1 injury or damage arising out of spaceflight activities under section 34(2) of the Act;
 - 6.1.2 any third party liability arising out of spaceflight activities which may be incurred by the Licensee in respect of the death of or bodily injury to any person or damage to property not covered by section 34(2) of the Act; and
 - 6.1.3 the indemnity in favour of His Majesty's Government in the United Kingdom or the other specified persons or bodies contained in section 36 of the Act in respect of the Licensed Activities,

is limited to £10.5 million (or such other sum as may be stipulated in writing by the Regulator from time to time).
- 6.2 The limit on the Licensee's liability in condition 6.1 does not apply in cases or circumstances where:
 - 6.2.1 the Licensee is liable in respect of gross negligence or wilful misconduct in the performance of its obligations under the Act or regulations made

under the Act;

6.2.2 damage or loss is caused as a result of the non-compliance by the Licensee with—

- (i) the conditions of its licence;
- (ii) the requirements under the Act or regulations made under the Act.

6.3 Where, as a result of a breach of a condition, or of the Act or Regulations by the Licensee, the Regulator incurs costs and expenses in connection with remedying the breach or enforcing compliance by the Licensee with the Act or Regulations or the condition, the Licensee must indemnify the Regulator in respect of any such costs and expenses, including legal costs (calculated on a full indemnity basis), court costs, fees and expenses and all other professional costs, fees and expenses.

7 Termination, revocation, variation and suspension terms

7.1 Without prejudice to its powers under section 15 of the Act, the Regulator may revoke, vary or suspend the Licence (including any conditions attached to the Licence) where it appears to the Regulator that:

7.1.1 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;

7.1.2 the Licensee enters administration or goes into insolvency or liquidation;
or

7.1.3 the Licensee has breached a condition of the Licence.

7.2 The termination of the 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 the UK Space Regulator

Attachments

Reporting Plan