

AGREEMENT
between
THE SECRETARY OF STATE FOR DEFENCE
(" the Secretary of State")
and
THE MASTERS OF FOXHOUNDS ASSOCIATION
(" the Association")

The following are the terms and conditions whereby registered hunts may have access to Ministry of Defence land ("MOD land") for the purposes of trail hunting

- 1 This agreement applies only to those hunts which are registered with the Association
2. All applications by the Association and its registered hunts for permission to use MOD land for trail hunting will be made in writing by the hunt to the Defence Estates local office within whose area the hunt wishes to operate. Any application should include written proof of the hunt's Association membership.
3. The Association shall ensure that each hunt and its hunt servants carry identification and presents it for inspection if requested by a Ministry of Defence employee. All hunts authorised to operate over MOD land under the terms of this agreement will at all times adhere to the Constitution and Code of Conduct of the Association, except as they may be expressly varied by the permission appended as Appendix I and forming part of this agreement.
4. The Association shall ensure that the hunt will pay compensation or make good to the MOD's satisfaction all damage to MOD property caused by the exercise of any permission issued under this agreement. The hunt will clear all equipment and litter brought onto MOD land by the hunt, including all hunt servants, participants and spectators, to the satisfaction of the MOD.
5. The Association shall ensure that each hunt will indemnify the Secretary of State against all claims arising from any loss or damage, injury or death to participants, followers, spectators, MOD employees and any third parties arising from the use of MOD land for all events on the hunt's meet card or fixture list. The Association shall ensure that each hunt will maintain an insurance policy with a reputable insurer for the duration of the permission, for an amount of not less than £5 million in respect of any one claim; the amount of such insurance shall not limit the liability of the hunt to the MOD. The hunt will produce the said insurance certificate and receipt for the premium paid, on request from the Secretary of State or his agents.
6. The Association shall ensure that each hunt provides the Defence Estates local office with the names and addressees in writing of all hunt servants not less than 14 days before the first meet or fixture. The Association will ensure that each hunt provides notification of changes, in writing, to the Defence

Estates local office, one week in advance of any meet or fixture for which a new hunt servant will act on MOD land.

7. The Association will ensure that hunts do their utmost to restrict hunting close to any private dwellings situated on MOD Land or on the boundaries of MOD land, where these areas are not specifically excluded under the terms of the permission.

8. The Association will ensure that hunts are aware any scent used to lay a trail is either to be artificial or derived from a legally obtained fox carcass. On no account will the shooting of foxes purely for trail hunting purposes be permitted, nor will the dragging of any part of fox carcass in order to lay a trail.

9. The hunt will ensure that members and followers are fully aware of the terms of this permission, in order to minimise disturbance and damage to MOD land and disturbance to other legitimate users, neighbours and their animals. The hunt will also take appropriate steps to limit the number of followers, whether on foot, horseback or in vehicles, to a reasonable number in order to avoid such disturbance or damage. Vehicles will not be parked in gateways.

10. A charge for any permission issued under this agreement will be made in accordance with the Appendix II appended and forming part of this agreement.

11. It may be necessary to apply restrictions to trail hunting over parts of MOD land at certain times for safety, security or other interests. The MOD will supply details of the land on which hunting may take place in accordance with Schedules I-IV of the attached permission. The Schedules will specify any restrictions that are to be imposed. The MOD may at their discretion and by advance notice to the hunt, deny access to any of the land described in Schedules I-IV. In this event, no compensation will be paid by the MOD.

12. If the MOD's tenants, licensees and/or landlords or other persons having an interest in the land are likely to be affected by the activities of the hunt, or their permission is required, then arrangements to obtain this permission will be made by the hunt. The hunt will give the MOD the names and addresses of those persons likely to be affected.

13. The MOD will undertake monitoring of the activities of the hunts. From time to time the MOD will appoint officers to attend meets or fixtures, in order to ensure compliance with the terms of this agreement, associated permissions and MOD byelaws. The hunt will ensure that full co-operation is provided to the appointed officer. In the event of non-compliance the MOD will take appropriate action and will refer the issue to the Association for it to take additional action, if necessary. Appropriate action may include immediate suspension of any licence to trail hunt. The decision of the MOD as to whether a condition of this agreement or any licence has been broken will be final.

14. This agreement will be from August 2005 and will continue from year to year unless terminated as provided below.

- a. The MOD reserves the right to revoke this agreement by one month's notice given in writing to the Association.
- b. All licences granted under this agreement shall terminate at the expiry of termination of this agreement. No refund of any fee paid in accordance with appendix 2 will be payable
- c. The expiry or termination of this agreement and of licences under it shall not affect any rights or liabilities of the parties in respect of any act or omission before the date of expiry or termination.

Signed:..... Date: 23.8.05.
For and on behalf of the Masters of Foxhounds Association

Signed:..... Date: 7/8/05
For and on behalf of the Secretary of State

Appendix I

Copy of the Licence to Trail hunt on MOD Land

Appendix 2

For the period of 1 September until 30 April the charge for a licence to Trailhunt will be set at £75.00 per annum plus a licence preparation fee of £50.00 (plus VAT) on the first year of licence issue.