



Ministry
of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosec-parli@mod.uk
www.gov.uk/DIO

20 December 2017

Ref. FOI2017/11761

Dear [REDACTED]

Request for Information:

Thank you for your email of 24 November 2017 requesting the following information. This has been dealt with as a request for information in accordance with the Environmental Information Regulations 2004 (EIR).

"The information I request is as follows:

- (a) *A breakdown of each piece of land owned by the Public Authority over which grouse shooting is permitted to take place.*
- (b) *Copies of the sporting rights, licence, or any other agreement permitting grouse shooting on the Public Authority's land at Ellerton Moor, Stainton Moor, Bellerby Moor or Fylingdales."*

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all of the information in scope of your request is held.

The information you have requested can be found below and enclosed. The information you have requested for part A is below:

Piece of Land	Area (in hectares)
Lands at Catterick and Feldon training areas, North Yorkshire (includes Ellerton Moore, Stainton Moor, Bellerby Moor, Gayles Moor and Marske Moor)	Approx. 7,492
Land at RAF Fylingdales, North Yorkshire	Approx. 457
Land at Warcop, Cumbria	Approx. 440

The information you have requested for part B can be found at the following annexes. The licence permitting grouse shooting on Ellerton Moor, Stainton Moor and Bellerby Moor can be found at Annex A. The licence permitting grouse shooting on the land at Fylingdales can be found at Annex B.

Regulation 13 of the EIR has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 1998. Regulation 13 is an absolute exception and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

Regulation 12(5) (e) has been applied to some of the information in order to protect commercial information. This is a qualified regulation, and subject to public interest testing, which means that the information requested can only be withheld if the public interest in doing so outweighs the public interest in disclosure. I have conducted the public interest test and have concluded that the public interest in withholding the information requested does outweigh the public interest in disclosure due to the risk that this would prejudice the MOD's commercial practices.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Regulation 11 under the Environmental Information Regulations. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely,

DIO Secretariat

L3954

DE FORM 5659
(F/LANDS 426
(REV 10/03

This licence is made the 30 day of ~~SEPTEMBER~~ 2010 BETWEEN THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the secretary of state") of the one part and of THE CATTERICK TRAINING AREA SHOOT, Wathgill Camp, Downholme, Richmond, North Yorkshire, DL11 6AH (hereinafter called "the Licensee") of the other part.

General

1. SUBJECT to the agreements terms and conditions hereinafter contained the Secretary of State hereby grants unto the Licensee the exclusive right for the Licensee and any person authorised by him (in accordance with the said terms):

The shooting and sporting rights (otherwise than by stalking, hunting, coursing or fishing) over the lands containing 7492 hectares or thereabouts known as Catterick and Feldom Training Areas in the County of North Yorkshire and shown on the plan annexed hereto

And of the taking away of the game and other wild birds and animals killed or taken in exercise of the right aforesaid

And of the rearing and releasing on the said lands pheasants, partridges and ducks

TOGETHER ALSO with the right for the Licensee and persons authorised as aforesaid to enter upon the said lands but solely at his and their own risk (in so far as the condition of the said lands is or may be dangerous by reason of the existence of the matters or occurrence of the events specified in the Schedule hereto) and only for the purposes aforesaid and not at such times when exercise of the said rights is suspended in accordance with the provision in that behalf hereinafter contained or access to the said lands is prohibited by any bye-laws or instructions issued by the Secretary of State or under his authority.

Terms and Conditions

2. (1) The Licensee shall not authorise any person to exercise the said rights unless and until the Licensee shall have first granted a written authority to such other person to enter upon the said lands at his or her own risk (in so far as the

condition of the said lands is or may be dangerous by reason of the existence of the matters or occurrence of the events specified in the said schedule hereto). Due to the presence of Black Grouse in Areas 4 and 5 of Catterick Training Area, seasonal restrictions may be in force and the licensee will be advised accordingly by Commandant CTA.

(2) The Licensee shall submit to DE LMS and the occupying Budget Holder an annual report, no later than two months after the end of the shooting season, covering the following:

- a) The activities of the previous year and future plans (including a copy of the Licensee's Annual General Meeting)
- b) Returns for the season of game and wild birds and animal killed and taken from the estate
- c) Provide details of projects proposed or carried out directly or indirectly impacting on the shooting, or that might otherwise be relevant to affect the estate and where the corresponding value of this work might support an application for charge abatement
- d) Proof of insurance

(3) Whilst on the said lands any person holding such a written authority shall carry the same and the authority shall be produced on demand for inspection by the Secretary of State or any person acting on his behalf.

(4) The number of persons for the time being authorised by the Licensee to exercise at any one time the rights aforesaid shall never exceed:

- i. Duck Shoot Syndicate - 20
- ii. Driven Shoot Syndicate - 48
- iii. Potters Shoot Syndicate - 40

(5) The Licensee shall immediately inform the Secretary of State of any withdrawal of the Licensee's authority to exercise the said rights from any person previously holding such authority.

(6) The Licensee shall ensure compliance with the terms of this Licence by all persons for the time being exercising or purporting to exercise the said rights under the Licensee's authority.

3. THE Licence shall be for a period commencing on the 1st day of August 2009 and ending on the 31st July

2014 unless and until the same shall be determined by not less than three months' notice in writing given by either party to the other and expiring on the 1 day of August in any year.

4. THE Licensee shall pay to the Secretary of State in respect of this Licence the sum of [REDACTED] per annum payable yearly in arrears on the 31 day of July in each year and the first payment to be made on the 31st July 2010. The Licence fee will be subject to review every each year.

Management of the Shoot

5. THE Licensee hereby agrees with the Secretary of State (to the intent that his obligations shall continue throughout the subsistence of this Licence) as follows:
 - a) To submit all documentation required in Clause 2(2) of the Licence
 - b) To pay the said annual sum at the times and in the manner aforesaid
 - c) To pay all rates, taxes, charges, impositions and outgoings now or hereafter charged or imposed upon in respect of the rights hereby granted
 - d) To exercise the rights hereby granted in a proper and sportsmanlike manner and at proper seasons of the year and without mounted beaters and at the Licensee's own cost to keep an efficient gamekeeper for the purposes of supervising and preserving the game upon said lands
 - e) To keep up the head of game on the said lands and not to kill any species outside the legally prescribed open seasons in any year nor to trap any pheasants except for the purposes of stocking the breeding pens used in connection with the rights hereby granted and to the best of his power to preserve the eggs and young of game birds from being destroyed or injured and to take all reasonable steps to prevent poaching and trespassing
 - f) Not to release more than: 2000 pheasants, 250 partridge, 100 duck, in any one year.
 - g) To keep down the ground game and vermin on the said lands and if in the opinion of the Secretary of State the Licensee fails to keep down the ground game sufficiently for the purposes of the Secretary of State or his

tenants or other such persons as aforesaid the Secretary of State shall be at liberty to serve upon the Licensee notice in writing to that effect and thereafter the Secretary of State shall be at liberty either by himself or by any persons authorised by him to kill the ground game and dispose of the same (but without prejudice to the Licensee's obligations under this sub-clause or to any claims in respect of any breach thereof)

- h) Not to do nor in the exercise or purported exercise of the said rights to permit to be done any spoil or damage whatsoever to the said lands or to the woods banks fences hedges and crops thereon or to any works or erection thereon and in the event of any such damage being so caused to make good or pay full compensation for the same
- i) Not to lay down nor authorise any person to lay down any poisonous substances on any part of the said lands for the destruction of vermin, except where solely for the purposes of poisoning rats; this must be carried out in accordance with good practice and relevant legislation
- j) Subject to sub-clause (e) of this clause not to allow any traps or gins to be set or used except in accordance with the provisions of the Pests Act 1954 or any statutory modification or re-enactment thereof for the time being in force and except in enclosed places made solely for the purpose of destroying foxes, grey squirrels, rats, stoats and weasels. Not to erect or permit to be erected or used any barbed wire or (subject as hereinafter mentioned) wire of any kind whatsoever on any portion of the said lands and not without the previous consent in writing of the Secretary of State to erect or permit to be erected any wire netting for rabbits or for penning, including breeding, rearing and releasing
- k) Not to assign underlet or part with the benefit of this License or the rights hereby granted or nay of them nor to give any person any authority or licence to exercise any of the rights hereby granted in return for any money payment or other like consideration Provided always that a subscription received from a member of a syndicate for membership of that Syndicate or a payment received from a Syndicate for a membership of an Association

shall not be regarded as being such a money payment or other like consideration

- l) To comply with any bye-laws of the Secretary of State for the time being in force and affecting the said lands or any part or parts thereof and also with any instructions issued by the Secretary of State or under his authority in relation to the said lands or any part or parts thereof or access thereto
- m) At the expiration or sooner determination of this Licence to leave the said lands as well stocked with game in all respects as the same were stocked at the commencement thereof.

Compensation and Crown Indemnity

6. (1) The licensee shall be responsible for and shall make good or pay compensation for any injury loss howsoever caused or occasioned (except where occasioned by the negligence of service personnel (other than authorised service personnel) but this exception shall not apply to any injury or loss caused or occasioned by any of the specified dangers) to any person (including the Crown which would not have occurred but for the grant of this Licence and in particular (but without prejudice to the generality of the foregoing) which would not have arisen but for any breach of the provisions of clause 2 hereof and shall keep the Crown fully and effectually indemnified against all claims in respect of any such injury or loss.

(2) Neither the Licensee or his personal representatives or dependents nor any person (including authorised service personnel) authorised by the Licensee as aforesaid shall prefer against the Crown any claim in respect of any such injury or loss and the Licensee and any such authorised person shall indemnify the Crown against any payment by way of indemnity by the Crown to or on behalf of any servant of the Crown in consequence of any such claim as aforesaid made by the Licensee or any such authorised person against that servant

(3) The provisions of sub-clause (1) of this clause shall extend and apply to:

- (a) all sums paid by the Crown either in settlement of any claim made against its officers servants (other than authorised service personnel) or agents in respect of any such loss or injury or by way of

indemnifying such officers servants or agents in consequence of any such claim

(b) all sums which may reasonably be paid under Government provision in respect of any such injury or loss

(4) The Secretary of State may settle as he may think fit after consultation with the Licensee any such claim by payment of such sum or sums as is reasonable and he may in his discretion after giving notice to the Licensee cause any such loss to be made good and the expense incurred by the Secretary of State in so doing or in making such payment shall be repaid by the Licensee to the Secretary of State on demand

(5) In this clause:

"claim" includes any action proceeding demand costs charges and expenses of whatsoever kind or nature

"Crown" includes the Secretary of State

"Government provision" means any statute warrant order scheme regulations or conditions of service applicable to a servant of the Crown making provision for continuance of pay or for payment of sick pay, or any allowance to or for the benefit of servants of the Crown or their families or dependents during or in respect of sickness, injury or disablement suffered by such servants

"injury" includes sickness and death

"loss" includes damage to property

"service personnel" means personnel of HM Forces of any description and visiting forces

"authorised service personnel" means service personnel authorised by the Licensee as aforesaid and exercising the right of shooting or sporting over the said lands

"specified dangers" means the dangers specified in the Schedule hereto and any reference to the making of any payment by the Crown includes a

reference to the incurring of any expense by the Crown

Insurance

7. (1) The Licensee shall effect with an Insurance Company or companies or Underwriters to be approved by the Secretary of State and maintain in force a policy or policies of insurance in the name of the Licensee and the Secretary of State covering all claims liabilities or risks the subject of or covered by the indemnities in clause 6 hereof to the extent of not less than [REDACTED] in respect of any one claim PROVIDED ALWAYS that this provision shall not be construed to limit or effect the extent of the Licensee's liability under those indemnities which shall be unlimited as to amount and shall produce to the said officer before the completion of this Licence the policy or policies and premium receipts in respect of such insurance.

(2) The Licensee shall ensure that the insurance policy is endorsed in such terms as the Secretary of State shall require, and provide a copy of the insurance policy to the Secretary of State annually

(3) The Licensee shall assign to the Secretary of State all sums hereafter to become due under the said policy or policies of insurance effected by the Licensee in accordance with clause 7(1) of this Licence

8. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

(1) Notwithstanding anything herein contained the Secretary of State shall be entitled to full use of the said lands at such times as he may require for all defence purposes including military training firing of all types of weapons and of all types of explosives and charges and all purposes and activities ancillary thereto and shall be entitled to carry out thereon all such works and do all such things as he may deem necessary or expedient for his purposes or those of the public service and if the Secretary of State shall be of the opinion that by reason of any proposed user of the said lands or any part or parts thereof or of any adjoining lands for any defence purpose or purposes as aforesaid the rights hereby granted to the Licensee should not be exercised the Secretary of State shall be entitled

to give the Licensee not less than three days' notice in writing to that effect and as from the date of operation of such notice the exercise of the said rights hereby granted to the Licensee shall be suspended as to the whole of the said lands or such part or parts thereof as may be specified in the notice and such rights shall not be exercisable again until the expiry of the period of such suspension (if any such period is stated in the notice) or (if no such period is stated therein) until the Secretary of State serves upon the Licensee a further notice cancelling the previous notice.

(2) Notwithstanding anything herein contained it is agreed between the parties that the exclusive rights of shooting killing and taking away deer of any species is excepted and reserved to the Secretary of State

(3) If the public interest shall so require (of which the Secretary of State shall be the sole judge) the Secretary of State shall be at liberty at any time to determine this Licence as to the whole of the said lands or any part or parts thereof by giving to the Licensee notice in writing to that effect and thereupon as from the receipt by the Licensee of such notice this Licence shall forthwith cease and determine as to the whole of the said lands or the part or parts thereof described in such notice (as the case may be) and in the case of a partial determination the said annual sum shall thereafter be reduced by a fair proportionate amount to be agreed between the parties or in default of agreement to be settled by arbitration in the manner hereinafter provided and in the case of any determination under this sub-clause the Secretary of State shall refund any portion of the said annual sum paid by the Licensee in respect of any period subsequent to the date of determination of the Licence (such refund in the case of a partial determination to consist of a fair proportionate amount to be agreed or settled as aforesaid) but the Licensee shall not be entitled to any compensation.

(4) The Secretary of State shall be at liberty to cut and fell timber and other trees on the said lands and to cut down or grub up underwoods thereon without becoming liable to pay compensation to the Licensee

(5) This Licence and the rights hereby granted are expressly subject to the rights of any tenants or other lawful occupiers for the time being of the said lands or any part or parts thereof or any persons entitled or hereinafter to become entitled to exercise grazing or other rights thereover whether the rights of such tenants occupiers or other persons arise under the terms of their tenancies or agreements or under the general law or by custom or otherwise and in particular this Licence is subject to all such rights as are conferred on tenants or occupiers of land by the Ground Game Act 1880 and any statutory modification or re-enactment thereof for the time being in force.

(6) If the said annual sum or any part thereof shall be in arrears for 21 days next after any of the days whereon the same is to be paid as aforesaid or if there shall be any breach or non-observance of any of the agreements on the part of the Licensee or the condition herein contained or if the Licensee shall become bankrupt then the Secretary of State may at any time thereafter forthwith determine this Licence by serving upon the Licensee notice in writing to that effect and thereupon this Licence shall cease but without prejudice to any right of action or remedy of the Secretary of State in respect of any payment in arrears or any outstanding breach or non-observance of any agreements on the part of the Licensee or conditions herein contained

(7) If any dispute or difference shall arise between the Secretary of State and the Licensee concerning the reduction of the said annual sum or the amount of the refund to be paid pursuant to sub-clause (3) of this clause then in every such case the dispute or difference shall be referred to a single arbitrator to be appointed (in default of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(8) Any notice authorised or required to be given by law or hereunder shall be in writing and any notice to the Licensee shall be deemed to be sufficiently served if addressed to the Licensee and left at or sent by registered or recorded delivery post to him at his address as stated herein and any notice to the Secretary of State shall be deemed to be

sufficiently served if forwarded by registered or recorded post to [REDACTED]

[REDACTED] unless written notice of the change of address for service shall have been given by the Secretary of State and (unless non-delivery is proved) a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

(9) The Licensee shall on completion of this Licence pay to the Secretary of State the sum of [REDACTED] plus VAT as a contribution towards to costs and expenses incidental to the preparation of this Licence and a duplicate thereof and shall also pay the stamp duty on this Licence and the duplicate thereof

AS WITNESS the hands of the parties hereto

THE SCHEDULE hereinbefore referred to

Dangers which may exist or arise on the lands owing to:

[REDACTED] Military Training, UXO, unauthorised areas & public areas, contaminants.

SIGNED by [REDACTED]

for and on behalf of the SECRETARY OF STATE FOR DEFENCE in the presence of:

[REDACTED]

SIGNED by the said [REDACTED]

in the presence of: [REDACTED]



MINISTRY OF DEFENCE
CATTERICK GARRISON
NORTH YORKSHIRE

CATTERICK GARRISON
TRAINING AREA
SHOOT MAP

KEY
□ Training Area (7492 Ha)

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Version Number: 4
Production Date: 28th August 2008

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Dated 30 SEPTEMBER 2010

The Secretary of State for Defence

And

Licence

for

the exercise of sporting
rights over MOD lands of Catterick Training Area and
Feldom Training Area

In the County of North Yorkshire

24/3

L4090

DATED TWENTY FOURTH OF MARCH 2011

DUCHY OF LANCASTER
GOATHLAND ESTATE

THE SECRETARY OF STATE FOR DEFENCE (1)

THE QUEEN'S MOST EXCELLENT MAJESTY (2)

THE SOLICITOR FOR THE AFFAIRS OF
THE DUCHY OF LANCASTER (3)

LICENCE

For

The exercise of sporting rights over land at
RAF Fylingdales
Goathland
North Yorkshire

Certified as a true and complete
copy of the original by
*Defence Infrastructure
Organisation 08/04/11*
DCL-DE LEGAL TEAM



DE

DEFENCE ESTATES

MINISTRY OF DEFENCE *Delivering Estate Solutions to Defence Needs*

THIS DEED dated

24 March

2010

BETWEEN

(1) **THE SECRETARY OF STATE FOR DEFENCE** c/o Defence Estates, DE
Catterick Area Office, Piave Lines, Catterick Garrison, North Yorkshire, DL9 3LR
("the Licensor") and

(2) **THE QUEEN'S MOST EXCELLENT MAJESTY** in Right of Her Majesty's Duchy of
Lancaster ("the Licensee")

(3) **THE SOLICITOR FOR THE AFFAIRS OF THE DUCHY OF LANCASTER** of
Duchy of Lancaster Office 1 Lancaster Place Strand London WC2E 7ED ("the
Solicitor")

IT IS AGREED as follows:

1. Licence

1.1 SUBJECT to the covenants terms and conditions hereinafter contained the Licensor hereby grants unto the Licensee the exclusive right for the Licensee and any persons authorised by the Licensee (in accordance with the said terms) of shooting and sporting (otherwise than by hunting coursing or fishing) over land containing 457 hectares / 1,129 acres or thereabouts situate in the Parish of Goathland in the County of North Yorkshire ("the land") and shown edged pink on the plan annexed hereto and of taking away the game and other wild birds and animals killed or taken in exercise of the right aforesaid TOGETHER with the right for the Licensee and persons authorised as aforesaid to enter upon the said land but solely at their own risk (in so far as the condition of the said land is or may be dangerous by reason of the existence of the matters or occurrence of the events specified in Schedule 1) and only for the purposes aforesaid and not at such times when exercise of the said rights are suspended in accordance with the provisions hereinafter contained or by reason that the access to the land is prohibited by any bye-laws or instructions issued by the Licensor or under his authority.

1.2 The Licensee acknowledges that the Licensor retains control, possession and management of the land and the Licensee has no right to exclude the Licensor from the land.

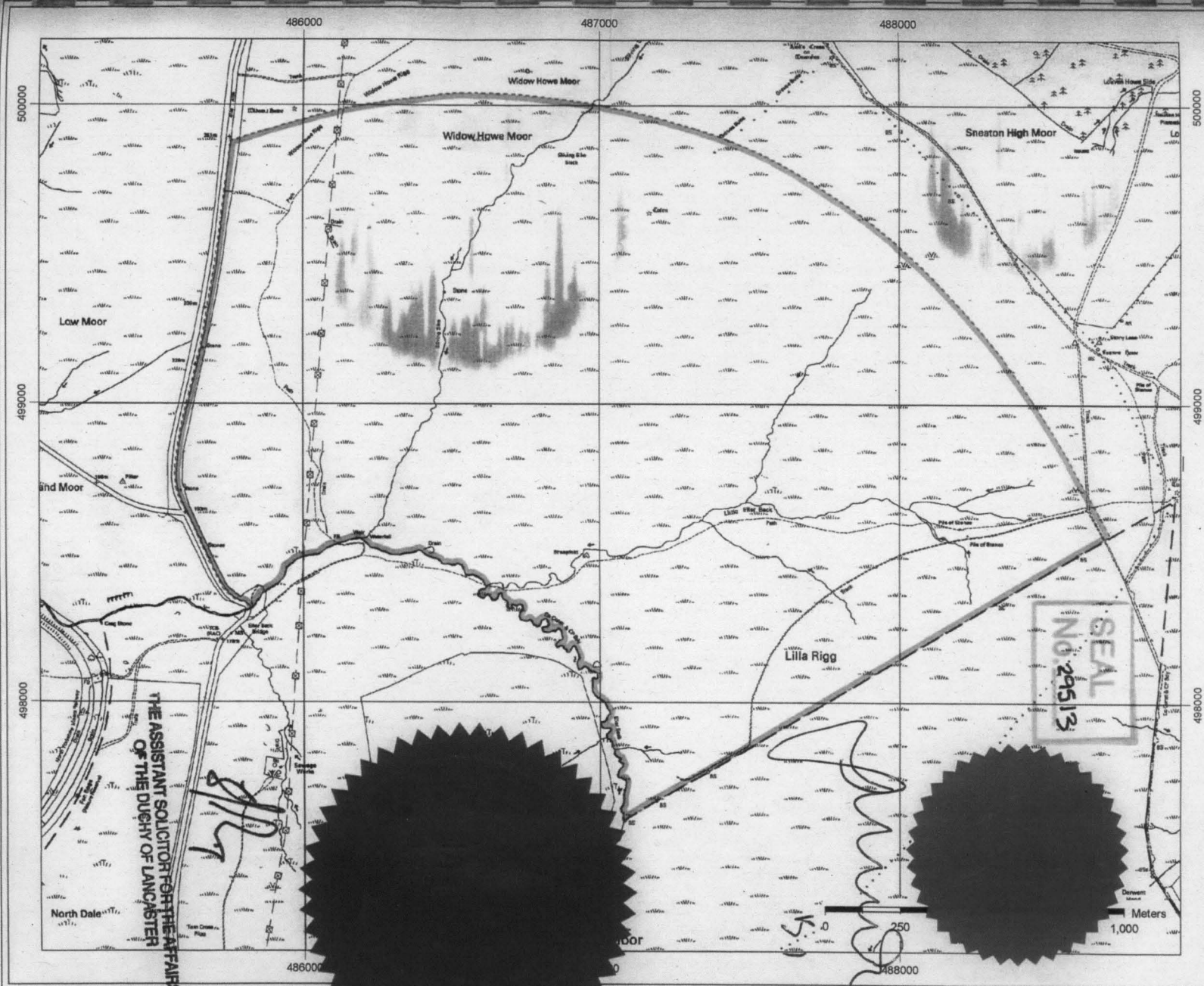
1.3 The Licensee acknowledges that no relationship of landlord or tenant is created between the Licensor and the Licensee.

2. Authorised Users

2.1 The Licensee shall not authorise any person to exercise the said rights unless and until the Licensee shall have first granted a written authority to such person to enter upon the land at his or her own risk (in so far as the condition of the said land is or may be dangerous by reason of the existence of the matters or occurrence of the events specified in Schedule 1).

2.2 The Licensee shall notify the Licensor of the names of all persons authorised to enter upon the land.

2.3 Whilst on the land any person holding such a written authority shall carry the




MINISTRY OF DEFENCE

**RAF FYLINGDALES
NORTH YORKSHIRE**

**LICENSE OF
SPORTING RIGHTS TO
DUCHY OF LANCASTER**

KEY

 License Area

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14th April 2010



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same and the authority shall be produced on demand for inspection by the Licensor or any person acting on behalf of the Licensor.

2.4 The number of persons for the time being authorised by the Licensee to exercise the rights aforesaid shall never exceed 25 at any one time.

2.5 The Licensee shall immediately inform the Licensor of any withdrawal of the Licensee's authority to exercise the said rights from any person previously holding such authority.

2.6 The Licensee shall ensure compliance with the terms of this Licence by all persons for the time being exercising or purporting to exercise the said rights under the Licensee's authority.

3. Period of Licence

The Licence shall be for a period of 12 years commencing on 1 March 2008 and expiring on 29 February 2020 subject to earlier termination as hereinafter provided.

4. Licence Fee

The Licensee shall pay to the Licensor in respect of this Licence the sum of [REDACTED] per annum (together with the Value Added Tax thereon) payable yearly in advance on 1 March in each year and without any deductions the first payments (being in respect of the years commencing on 1 March 2008, 1 March 2009 and 1 March 2010) to be made on the signing on this Licence and such sum to be reviewed in accordance with Schedule 2.

5. Licensee's Obligations

The Solicitor hereby covenants with the Licensor (to the intent that these covenants shall personally bind any successor in title to the reversion immediately expectant upon determination of the Licence not being Her Majesty's Heirs and Successors in Right of Her Duchy of Lancaster) as follows:-

- 5.1 To pay the said annual sum at the times and in the manner aforesaid;
- 5.2 To pay all rates taxes charges impositions and outgoings now or hereafter charged or imposed upon or in respect of the rights hereby granted;
- 5.3 To exercise the rights hereby granted in a proper and sportsmanlike manner and at proper seasons of the year and at the Licensee's own cost to keep an efficient gamekeeper for the purposes of supervising and preserving the game upon the said land;
- 5.4 To keep up the head of game (and for the avoidance of doubt in no lesser numbers if practical than exist at the commencement of this Licence) on the said land and use reasonable endeavours to preserve the eggs and young of game birds from being destroyed or injured and to take all reasonable steps to prevent poaching and trespassing;
- 5.5 Not to turn out any reared game in any year;
- 5.6 Not to do nor in the exercise or purported exercise of the said rights to permit to be done any spoil or damage whatsoever to the said land or to the woods banks

fences hedges and crops thereon or to any works or erections thereon and in the event of any such damage being so caused to make good or pay full compensation for the same;

5.7 Not to lay down nor authorise any person to lay down any poisonous substances on any part of the land for the destruction of vermin or otherwise;

5.8 On 28 February in each year of the said term to make a return to the Licensor giving particulars and numbers of the game killed in the preceding twelve months;

5.9 Subject to Clause 5.4 not to allow any traps or gins to be set or used except in accordance with the provisions of the Pests Act 1954 or any statutory modification or re-enactment thereof for the time being in force and except in enclosed places made solely for the purpose of destroying rats stoats and weasels and also allowing the Licensee to erect larsen and corvid traps;

5.10 Not to erect or permit to be erected or used any barbed wire or wire of any kind whatever on any portion of the land for rabbits or for breeding pens without the previous consent in writing of the Licensor;

5.11 Not to assign sub-licence or part with the benefit of this Licence or the rights hereby granted or any of them nor to give any person any authority or licence to exercise any of the rights hereby granted in return for any money payment or other like consideration **SAVE THAT** the Licensee may sub-licence the whole of the benefit of this Licence to [REDACTED] in the form of a sub-licence prepared by the Licensee which shall not contravene the provisions of this Licence and a copy of which is annexed to this Licence.

5.12 The sub-licence granted to [REDACTED] pursuant to clause 5.11 above shall permit him to give any person authority or licence to exercise any of the rights hereby granted in return for any money payment or other like consideration **PROVIDED ALWAYS** that such monetary payment or like consideration is made by a syndicate or any person who is a member of a syndicate and this shall not be regarded as being in breach of clause 5.11.

5.13 To comply with any bye-laws of the Licensor for the time being in force and affecting the said land or any part or parts thereof and also with any instructions issued by the Licensor or under his authority in relation to the land or any part or parts thereof or access thereto;

5.14 Not to enter on the land with any vehicles except on existing tracks save that off track access to the moorland shall be allowed by ATV quadbike or other such similar vehicles for purposes in connection with the rights granted by this Licence or any Wildlife Enhancement Scheme relating to the land over which such rights are granted;

5.14 Not to mechanically cut heather with heather management being undertaken by burning only;

5.15 Not to carry out any excavation works or digging on the land.

5.16 To comply with all laws relating to the use of the land for the purposes permitted hereunder.

6. Termination

6.1 This Licence granted shall end on the earliest of:

6.1.1 1 February 2021;

6.1.2 The Licensor giving notice to the Licensee at any time of any breach of any of the obligations contained in clause 5 where the Licensor has previously served notice of such breach on the Licensee with a request that such breach be rectified by a specific date (providing the Licensee with a reasonable period in which to rectify such breach) and the Licensee has not commenced and proceeded diligently to rectify such breach in the specified time;

6.1.3 On not less than three months written notice given to the Licensee from the Licensor or to the Licensor from the Licensee.

6.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation contained in this Licence.

6.3 On termination of this Licence whether under this clause or otherwise the Licensor shall refund any portion of the annual sum paid by the Licensee in respect of any period subsequent to the date of determination of the Licence.

7. Compensation

7.1 In this clause:

"claim" includes any action proceeding demand costs charges and expenses of whatsoever kind or nature

"Government provision" means any statute warrant order scheme regulations or conditions of service applicable to a servant of the Crown making provision for continuance of pay or for payment of sick pay, or any allowance to or for the benefit of servants of the Crown or their families or dependants during or in respect of sickness, injury or disablement suffered by such servants

"injury" includes sickness and death

"loss" includes damage to property

"service personnel" means personnel of HM Forces of any description and visiting forces

"authorised service personnel" means service personnel authorised by the Licensee as aforesaid and exercising the right of shooting or sporting over the said land

7.2 The Licensee shall be responsible for and shall make good or pay compensation for any injury or loss howsoever caused or occasioned (except where occasioned by the negligence of service personnel) to any person which would not have occurred but for the grant of this Licence and in particular (but without prejudice to the generality of the foregoing) which would not have arisen but for any breach of the provisions of this Licence and the Licensee shall keep the Licensor fully and effectually indemnified against all claims in respect of any such injury or loss.

7.3 Neither the Licensee nor its personal representatives or dependants nor any

person authorised by the Licensee (including authorised service personnel) shall prefer against the Licensor any claim in respect of any such injury or loss and the Licensee and any such authorised person shall indemnify the Licensor against any payment by the Licensor to or on behalf of any servant of the Licensor in consequence of any such claim as aforesaid made by the Licensee or any such authorised person against that servant.

7.4 The provisions of Clause 7.2 shall extend and apply to:

(a) all sums paid by the Licensor either in settlement of any claim made against its officers servants (other than authorised service personnel) or agents in respect of any such loss or injury or by way of indemnifying such officers servants or agents in consequence of any such claim;

(b) all sums which may reasonably be paid under Government provision in respect of any such injury or loss.

7.5 The Licensor may settle as he may think fit after consultation with the Licensee any such claim by payment of such sum or sums as is reasonable and he may in his discretion after giving notice to the Licensee cause any such loss to be made good and any expenses incurred in so doing or in making such payment to be repaid by the Licensee to the Licensor on demand.

8. Insurance

8.1 The Licensee shall effect (or procure that the said [REDACTED] effect) with an Insurance Company or companies or Underwriters to be approved by the Licensor and maintain in force (or procure that the said [REDACTED] maintain in force) a policy or policies of insurance covering all claims liabilities or risks the subject of or covered by the indemnities in Clause 6 to the extent of not less than [REDACTED] in respect of any one claim PROVIDED ALWAYS that this provision shall not be construed to limit or effect the extent of the Licensee's liability under those indemnities which shall be unlimited as to amount and shall produce to the said officer before the completion of this Licence the policy of policies and premium receipts in respect of such insurance.

8.2 The Licensee shall procure that the insurance policy is endorsed in such terms as the Licensor shall require.

8.3 The Licensee shall assign (or procure that they are assigned by the said [REDACTED] [REDACTED] the Licensor all sums hereafter to become due under the said policy or policies of insurance effected by the Licensee in accordance with Clause 8.1 of this Licence.

9. Provisos

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

9.1 Notwithstanding anything herein contained the Licensor shall be entitled to full use of the land at such times as he may require for all defence purposes including military training firing of all types of weapons and of all types of explosives and charges and all purposes and activities ancillary thereto and shall be entitled to carry out all such works and do all such things as he may deem necessary or expedient for his purposes or those of the public service and if the Licensor shall be of opinion that by reason of any proposed user of the land or any part or parts thereof or of any

adjoining land belonging to the Licensor for any defence purpose or purposes as aforesaid the rights hereby granted to the Licensee should not be exercised the Licensor shall be entitled to give the Licensee not less than three days' written notice to that effect and as from the date of operation of such notice the exercise of the said rights hereby granted to the Licensee shall be suspended as to the whole of the land or such part or parts thereof as may be specified in the notice and such rights shall not be exercisable again until the expiry of the period of such suspension or until the Licensor serves upon the Licensee a further notice cancelling the previous notice.

9.2 Notwithstanding anything herein contained it is agreed between the parties that the exclusive rights of shooting killing and taking away deer of any species is excepted and reserved to the Licensor.

9.3 If the public interest shall so require (of which the Licensor shall determine) the Licensor shall be at liberty at any time to determine this Licence as to any part of the land by giving to the Licensee notice in writing to that effect and in this case the said annual sum shall thereafter be reduced by a fair proportionate amount to be agreed between the parties or in default of agreement to be settled by arbitration in manner hereinafter provided.

9.4 The Licensor shall be at liberty to cut and fell timber and other trees on the land and to cut down or grub up underwoods thereon without becoming liable to pay compensation to the Licensee with such work not to take place on the land during the months of March April May and June of any year.

9.5 This Licence and the rights hereby granted are expressly subject to the rights of any tenants or other lawful occupiers for the time being of the said land or any part or parts thereof or of any persons entitled or hereinafter to become entitled to exercise grazing or other rights thereover whether the rights of such tenants occupiers or other persons arise under the terms of their tenancies or agreements or under the general law or by custom or otherwise and in particular this Licence is subject to all such rights as are conferred on tenants or occupiers of land by the Ground Game Acts 1880 and 1906 and any statutory modification or re-enactment thereof for the time being in force.

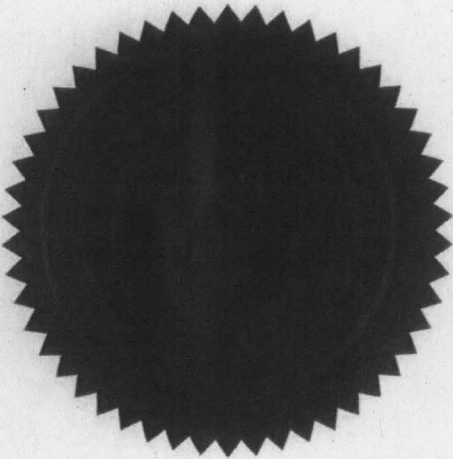
9.6 If any dispute or difference shall arise between the Licensor and the Licensee concerning the reduction of the said annual sum or the amount of the refund to be paid pursuant to Clause 9.3 then in every such case the dispute or difference shall be referred to a single arbitrator to be appointed (in default of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

9.7 Any notices shall be in writing and any notice to the Licensee shall be deemed to be sufficiently served if addressed to the Licensee and left at or sent by recorded or special delivery post to the Licensee at the address as stated herein unless written notice of change of address for service shall have been given and any notice to the Licensor shall be deemed to be sufficiently served if sent by recorded or special delivery post to Defence Estates DE Catterick Area Office Piave Lines Catterick Garrison North Yorkshire DL9 3LR unless written notice of change of address for service shall have been given by the Licensor and (unless non-delivery is proved) a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

9.8 The Licensee or any sub-licensee shall be at liberty to enter into a higher level stewardship scheme in respect of the land (or any replacement scheme) and in this regard the Licensee or sub-licensee as appropriate shall take into account any reasonable concerns or comments the Licensor might have in respect of such scheme during negotiations with Natural England or any successor body and the Licensor shall be provided with a copy of the completed scheme as soon as reasonably practicable following completion thereof and the parties agree that no part of the scheme monies shall be payable to the Licensor (save insofar as such income is taken into account on any review of the Licence Fee under Schedule 2).

9.9 For so long as this Licence remains vested in Her Majesty or Her Heirs and Successors in Right of Her Duchy of Lancaster all obligations on the part of the Licensee contained in this Licence shall be obligations on the part of the Solicitor only

IN WITNESS whereof the corporate seal of the Secretary of State for Defence has been hereunto affixed and the Queens Most Excellent Majesty has commanded the Seal of Her Duchy of Lancaster to be hereunto affixed and the Solicitor has executed this Licence as a Deed on the date first before written



SCHEDULE 1

Dangers which may exist or arise on the land owing to Unexploded Ordnance

SCHEDULE 2

1. Review of Licence Fee


1.1 In this Schedule:

"Index" means the General Retail Prices Index

"Licence Fee" means the licence fee determined in accordance with clause 1.4 of this Schedule

"Review Date" means 2 February 2012, 2 February 2015, 2 February 2018

"Reviewed Licence Fee" means the new Licence fee following each Review Date

 over the base lending rate of Barclays Bank PLC, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Licensor

"Surveyor" means an independent valuer who is a member or a fellow of the Royal Institution of Chartered Surveyors and shall act as an expert and not as an arbitrator

1.2 The Licence Fee shall be reviewed on the Review Date to equal the greater of:

1.2.1 the Licence Fee payable immediately before the relevant Review Date;

1.2.2 the open market Licence Fee agreed or determined pursuant to this paragraph;

1.2.3 the Licence Fee payable immediately before the relevant Review Date increased by the same proportion as the proportion by which the Index has increased in the period commencing on the previous Review Date (or 2 February 2009 in case of the first review) and the relevant Review Date.

1.3 Six months before any Review Date the Licensor or the Licensee may serve on the other a written notice calling for a review of the Licence Fee payable under this Licence with effect from the Review Date.

1.4 The Licence Fee on the Review Date shall be either:


1.4.1 the amount agreed in writing by the Licensor and the Licensee at any time before the Review Date;

1.4.2 the greater of the figures referred to in paragraph 1.2 above following determination by the Surveyor of the figure referred to in paragraph 1.2.2 being the amount determined by the Surveyor which might reasonably be expected to be imposed on the grant on the open market by a willing Licensor to a willing Licensee of a Licence on the Review Date over the land on the terms of this Licence Agreement.

1.5 In determining the sum referred to at paragraph 1.2.2 above the Surveyor:

1.5.1 shall disregard any effect on the Licence Fee of the fact that the Licensee currently enjoys the right to exercise the rights granted by this Licence;

1.5.2 shall not fix the Licence Fee a lower amount by reason of any dilapidation or deterioration of or damage to land caused or permitted by the Licensee.

1.6 If the Reviewed Licence Fee is not agreed or determined by the relevant Review Date the Licence Fee shall continue to be payable at the rate applicable immediately before that date and within 7 days of the Reviewed Licence Fee being ascertained the Licensee shall pay to the Licensor any accrued difference between the Reviewed Licence Fee and the Licence Fee payable immediately before the Review Date together with interest on the difference at  below the Interest Rate for the period from and including the date on which such amount would have been payable had the Reviewed Licence Fee been ascertained by the Relevant Review Date.

1.7 When the Reviewed Licence Fee is ascertained the Licensor and the Licensee shall sign and exchange Memoranda recording the Reviewed Licence Fee.

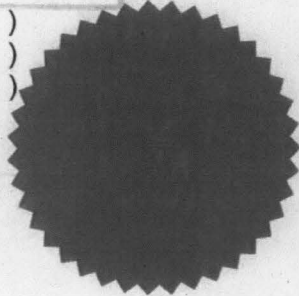
SEAL
No 29513

The Corporate Seal of The Secretary of State for Defence hereunto affixed is authenticated by:

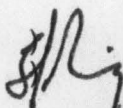


Authorised by The Secretary of State for Defence





Sealed as a Deed by The Solicitor for the Affairs of the Duchy of Lancaster



THE ASSISTANT SOLICITOR FOR THE
OF THE DUCHY OF LANCAST

Enrolled this 4 day of April 2011

In Book No 18 170 Page No 650



Keeper of the Records of the Duchy of Lancaster

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