

Licence to Trail or Drag Hunt on Ministry of Defence Land

THIS LICENCE is made theday of.BETWEEN:

(1) Secretary of State for Defence; (**'Secretary of State'**)

and

(2).....

(Name of Beagle Pack/Hunt as appropriate)

of

.....

.....
(Address)

(the "**Licensee**")

WHEREAS

(1) The hunting of wild mammals with dogs previously took place on Ministry of Defence land;

(2) Save for certain exemptions, the Hunting Act 2004 now makes it an offence to hunt wild mammals with dogs;

(3) Trail hunting and drag hunting are activities which continue to be lawful: and

(4) The **Secretary of State** wishes to permit trail hunting and drag hunting on Ministry of Defence land.

NOW IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

1. In this Licence:

1.1 '**Agreed Day**' means a day upon which the Licensee will enter onto the **Land** for the **Approved Use**;

1.2 '**Annex**' means the annex to this Licence;

1.3 '**Approved Use**' means the activities of trail and drag hunting in accordance with the provisions of this Licence;

1.4 '**DIO Local Office**', means the Defence Infrastructure Organisation Hard Facilities Management Directorate Local Office detailed in clause 40 of this Licence;

1.5 '**Drag hunting**' means the following of either a human scent or an artificially - derived scent with a pack of hounds;

1.6 '**Firearm**' is as defined in section 57 of the Firearms Act 1968;

- 1.7 '**Hunt Officials**' means the Master and at least three other members of official hunt staff. Masters must be members of the Masters of Foxhounds Association, the Masters of Draghounds and Bloodhounds Association or the Association of Masters of Harriers and Beagles;
- 1.8 '**Green Land**' means the areas of land belonging to the Secretary of State that lie within the outermost edges of the green lines on the Plan;
- 1.9 '**Red Land**' means the areas of land belonging to the Secretary of State that lie within the outermost edge of the red lines on the Plan;
- 1.10 '**Ministry of Defence Police Office**' means the office detailed in clause 41 of this Licence;
- 1.11 '**Permitted area**' means an area of land where trail or drag hunting is permitted;
- 1.12 '**Plan**' means the plan in the **Annex A** to this Licence;
- 1.13 '**Range Control Office**' means the office detailed in clause 42 of this Licence;
- 1.14 '**Relevant Association**' means the Masters of Foxhounds Association, the Masters of Draghounds and Bloodhounds Association or the Association of Masters of Harriers and Beagles;
- 1.15 '**Scent**' means the substance used to lay the trail for the hounds to follow;
- 1.16 '**Secretary of State**' includes his servants and agents;
- 1.17. '**Trail hunting**' means the following of a chemical scent or animal based scent with a pack of hounds;
- 1.18 '**Vehicle**' includes bicycles, motorbikes, mopeds, all terrain vehicles and tricycles;
- 1.19 Words importing the masculine include the feminine and vice versa; and
- 1.20 Words importing the singular include the plural and vice versa.

LICENCE TO ENTER ON TO LAND

2. Subject to the provisions of this Licence, the **Secretary of State** permits access to the **Land** for and in connection with the **Approved Use** as follows:
- 2.1. **Green Land** - The **Licensee** and all persons participating in the **Approved Use** may enter the land marked in green on the attached Plan.
- 2.2. **Red Land** - Only **Hunt Officials** (no other person or animal) may enter the land marked in red on the attached Plan and then only for the purposes of retrieving hounds.

DURATION

3. This Licence shall become effective at the start of *[insert start date]* and shall terminate at the end of *[insert end date]*. This Licence will not operate between 1 May and 31 August each year whilst permission is sought from the **Secretary of State** for the continuation of hunting on MOD land. Should the decision be taken not to continue with hunting on MOD land this Licence will be revoked. In this case the **Licensee** will be given one month's written notice of revocation.

FEES

4. The fee for the grant of this Licence is £75* plus VAT.
5. The fee for the preparation of this Licence is £100* plus VAT.
6. Fees paid for the preparation of this Licence are non-refundable. Fees for the grant of Licence may be refunded if the **Licensee** can show that the planned usage was not possible due to military activities on the **Land**.

LICENSEE'S OBLIGATIONS

7. The **Licensee** shall pay the fees referred to in clauses 4 and 5 on signing this Licence. Payment shall be delivered to the **DIO Local Office**.
8. The **Licensee** shall ensure that it complies with the requirements of any agreement as may exist between the **Licensee** and the **Relevant Association**.
9. The **Licensee** shall ensure that all persons participating in the **Approved Use** comply at all times with any legal requirements relating to the protection or welfare of flora or fauna. This includes, but is not limited to, the Protection of Badgers Act 1992 and the Hunting Act 2004 and any modification or re-enactment of these acts for the time being in force.
10. Otherwise than in accordance with clause 24, the killing of any mammal on the **Green Land** or **Red Land** is prohibited.
11. Under no circumstances may the **Licensee** lay a **Scent** by means of dragging the carcass of a mammal or any part of the carcass of a mammal.
12. The **Licensee** shall take steps to ensure that any persons participating in the **Approved Use** comply at all times with any relevant military byelaws. The **Licensee** shall not seek any exemption from the provisions of any military byelaws.
13. The **Licensee** shall ensure that any persons participating in the **Approved Use** are fully aware of the provisions of this Licence and have understood and agreed to their respective roles and responsibilities in relation to the **Approved Use**. The **Licensee** shall also ensure that all such persons comply with any reasonable directions of the **Secretary of State**.
14. The **Licensee** shall ensure that it and all persons participating in the **Approved Use** only enter the **Land** for the purposes of that use in accordance with this Licence, and that they do not interfere with the rights of the **Secretary of State**, any other persons authorised by the **Secretary of State** to use the **Land** or any person having an interest in or right to use the **Land**.
15. The **Licensee** shall submit its preferred dates and areas for entry on to the **Land** by letter, fax or e-mail to the **DIO Local Office** prior to the start of the Hunting Season. At least seven days before each notified date the **Licensee** shall confirm with the **DIO Local Office** that they wish to proceed with the fixture and agree the day and area that the fixture will take place on.
16. If the **Licensee** intends to cancel its use of the **Land** on an **Agreed Day**, it shall immediately inform the **DIO Local Office** by telephone. Cancellation shall be confirmed in writing as soon as is reasonably practicable afterwards.
17. The **Licensee** shall give the **DIO Local Office** at least 3 days notice of any proposal to move an **Agreed Day**. This notice may be given by telephone initially but should be followed up by e-mail, fax or letter as soon as is reasonably practicable afterwards. The **DIO Local Office** will then

provide consent by e-mail, fax or letter; if such consent is not received by the **Licensee** then the fixture may not be moved.

18. At least three days before each fixture the **Licensee** shall complete and sign the tick list detailing **Required Actions** attached at **Annex B** to this Licence and submit this to the **DIO Local Office** for signature. The **Licensee** shall ensure that all persons participating in the **Approved Use** do not deviate from the **Permitted Area**. The **Licensee** accepts that the **Secretary of State's** operational needs may exceptionally require the **Range Control Office** or **DIO Local Office** to require the **Licensee** to use a different **Permitted Area**.
19. At the beginning of the Hunting Season the **Licensee** shall supply the **DIO Local Office**, the **Ministry of Defence Police Office** and any other person that the **Secretary of State** may specify, with contact details for all **Hunt Officials**. If any **Hunt Official** is replaced during the season a revised list should be supplied. Prior to each fixture the **DIO Local Office** should be notified as to which **Hunt Officials** are expected to be present.
20. The **Licensee** shall be responsible for obtaining consents to cross the land of any tenant farmers within their **Permitted Area**.
21. The **Licensee** shall ensure that whenever persons or dogs participating in the **Approved Use** are on the **Land** the Master and **Hunt Officials**, shall be present and shall remain in control of all said persons or dogs.
22. Up to 2 support vehicles may accompany the hunt to provide assistance to persons participating in the **Approved Use** as and when required. These vehicles must only use stone tracks or public rights of way.
23. The **Licensee** shall use its best endeavours, to the satisfaction of the **Secretary of State**, to ensure that adequate arrangements are made to protect the safety of all persons participating in the **Approved Use**.
24. The **Licensee** shall ensure that only one **Hunt Official** shall carry a firearm whilst on the **Land** for the purposes of the humane destruction of any horse or hound or any wild mammal that is seriously injured, during the fixture. Any wild mammal injured as a result of the activity must be declared on the **Notification of Mammal Kill** form at Annex C. The nominated **Hunt Official** shall be properly licenced in accordance with firearms legislation currently in force. The **Licensee** will provide the name of the nominated **Hunt Official** to the **DIO Local Office** and the **MOD Police** in advance of the start of each fixture and along with proof that they are suitably licenced.
25. The **Licensee** shall ensure that the **DIO Local Office** is informed of any incident resulting in a wild mammal being killed during the **Approved Use** within 48 hours of its occurrence using the **Notification of Mammal Kill** form attached at **Annex C** to this Licence
26. Nil returns for mammal kills should be recorded on the **Notification of Mammal Kill** form at **Annex C** to this Licence for each fixture and submitted monthly to the **DIO Local Office**.
27. The **Licensee** shall ensure that persons participating in the **Approved Use** do not cause damage to any land, woods, banks, fences, hedges, crops or other property of the **Secretary of State** or any other person. In the event of damage occurring to the **Secretary of State's** or another person's property, the **Licensee** shall either make good the damage done or pay full compensation to the **Secretary of State** or that person, as may be required.
28. The **Licensee** shall ensure that all equipment, litter or other items brought onto any **Land** by the **Licensee** is cleared to the **Secretary of State's** satisfaction.

29. The **Licensee** shall ensure that any persons participating in the **Approved Use** do not park any vehicle in any place other than that allocated for such purposes by the **DIO Local Office**. All vehicles shall be parked at the owner's risk.
30. In the event of any disturbance involving members of the public, Ministry of Defence personnel or any person participating in the **Approved Use**, the **Licensee** shall submit a written report on the disturbance to the **DIO Local Office** within 7 days of the disturbance.
31. The **Licensee** shall ensure that the **End of Year Reporting Form** attached at **Annex D** is fully completed and returned to the **DIO Local Office** no later than 28 days after the final fixture.
32. The **Licensee** shall indemnify the **Secretary of State** against all actions, claims, proceedings, costs, expenses, losses and liabilities arising from or in connection with the grant of this Licence and use of any car parking areas provided, except to the extent that they are shown to have been caused by the negligence of the **Secretary of State**.
33. The **Licensee** shall effect proper insurance against liability arising from using the **Land** for the **Approved Use**, with a reputable insurance company, for the sum of not less than £5 million in respect of any one claim. The insurance policy taken out by the **Licensee** shall insure the **Licensee** against claims brought by any person arising from using the **Land**.

SECRETARY OF STATE'S OBLIGATIONS

34. The **DIO Local Office** will give any requests to move a fixture made under clause 17 reasonable consideration.
35. The **Secretary of State** shall notify its service providers, contract holders and sub-contractors who may be affected by the **Approved Use**.
36. From time to time the **Secretary of State** shall supply the **Licensee** with a copy of any relevant byelaws in force.

GENERAL PROVISIONS

37. Without prejudice to any existing right of action by either party under this Licence, if the **Licensee** is proved to have failed to comply with any provision of this Licence, the **Secretary of State** may, at his absolute discretion, immediately terminate this Licence by written notice sent by post to the **Licensee**.
38. If the **Secretary of State** reasonably believes that the **Licensee** has failed to comply with the rules of the **Relevant Association** in the exercise of this Licence, the **Secretary of State** may after reasonable enquiry, determine this Licence on one month's written notice to the **Licensee**.
39. The **Secretary of State** may, at his absolute discretion, without being liable to pay the **Licensee** compensation, deny any persons or animal participating in the **Approved Use**, access to the **Land**. Where possible, the **Secretary of State** shall give 7 days written notice to the **Licensee** before taking such action.
40. The **DIO Local Office** is:

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41. The **Ministry of Defence Police Office** is:

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42. The **Range Control Office** is:

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I,....., duly authorised by the **Licensee**, agree on behalf of the **Licensee** to the provisions of this Licence. The **Licensee** and I understand that if the **Licensee** fails to comply with any of the provisions of this Licence, that the **Secretary of State** may, at his absolute discretion terminate it forthwith.

Signed(for the **Licensee**)

Date.....

Signed(on behalf of the **Secretary of State**)

Date.....

The Plan

LIST OF REQUIRED ACTIONS FOR THOSE WISHING TO TRAIL OR DRAG HUNT ON MOD LAND

As the nominated representative of the (Name of pack or hunt), I confirm that the following actions have been carried out in respect of the fixture taking place on (Date)

TICK	ACTION REQUIRED
	Details of the Hunt Officials expected to be present at the fixture have been provided to the DIO Local Office.
	All relevant consents have been obtained from tenant farmers to cross their land
	Full details have been provided of the Hunt Official nominated to carry a firearm. Licences are available for inspection if required.
	Insurance policy for at least £5 million is in place. The insurance certificate and receipt for premium available for inspection if required
	A trail will be laid over the permitted area. A plan of the trail will be available for inspection if required.

I understand that should it later be shown that information declared on this form is incorrect this may result in the withdrawal of the licence to hunt/pack on MOD land.

Signed (Hunt/pack)

Date.....

Signed..... (DIO Local Office)

Date.....

NOTIFICATION OF MAMMAL KILL FORM**(FOR MAMMALS KILLED WHILST CARRYING OUT EXEMPT HUNTING ACTIVITIES ON MOD LAND)****SEASON 2012-2013**

This report is to be returned to:

(insert name and address of DIO Local office)

within 48 hours of any kill and monthly for nil returns. These are conditions of your licence.

NAME OF HUNT/BEAGLE PACK	TITLE OF MOD LAND
NAME OF MASTER	CONTACT NUMBER Office: Home:
<i>Date and further Details of any mammals killed whilst carrying out exempt hunting activities, including full circumstances:</i>	
SIGNED (REPORTING MASTER)	DATE

END OF YEAR REPORTING FORM FOR EXEMPT HUNTING ACTIVITIES ON MOD LAND**SEASON 2012-2013**

This report is to be returned to:

(insert name and address of DIO Local Office)

within 28 days of your last fixture. This is a condition of your licence.

NAME OF HUNT/BEAGLE PACK	TITLE OF MOD LAND
NAME OF MASTER	CONTACT NUMBER Office: Home:
No. OF FULL DAYS HUNTING ON MOD LAND	No OF PART DAYS HUNTING ON MOD LAND
TOTAL No (Sum of full & part days)	
PRACTICAL SUGGESTIONS FOR ANY CHANGES TO THE LICENCE	
SIGNED (REPORTING MASTER)	DATE