

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

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

10 January 2020

Ref. FOI 2019/13425



Thank you for your email of 9 December 2019 requesting the following information:

"Correspondence between the Ministry of Defence and representatives of the Tanatside Hunt between 01/01/2019 and the present date.

Correspondence between the Ministry of Defence and representatives of the North Shropshire Hunt between 01/01/2019 and the present date."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

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

The information you have requested can be found at Annex A, but some of the information falls entirely within the scope of the absolute exemptions provided for at section 40 (Personal Data) of the FOIA and has been redacted.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the General Data Protection Regulation and Data Protection Act 2018. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

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.gov.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 Section 50 of the Freedom of Information Act. 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 <a href="https://ico.org.uk/">https://ico.org.uk/</a>.

Yours sincerely,

**DIO Secretariat** 

From:
Sent:
O9 September 2019 09:59
To:
Subject:
20190909-Use of Nesscliff Tantaside Hunt

I have heard back from and unfortunately the hunt will not be able to use Nesscliff on the 24th Sept the other dates should be fine. Can you please contact him as soon as possible to arrange your safety brief. His contact details are below:

Tel:
Kind regards

Estates Support Team
Estates-Land Management Services | Defence Infrastructure Organisation | Building 12 | The Barracks | Brecon | LD3 7FA

100		<u> </u>
From: Sent: To: Subject: Attachments:	10 October 2019 15:23 20191010-North Shropshire Hunt Licence-o.pai	

#### Good Afternoon

Further to your request please find attached a licence for the Hunt's use of Nescliff for the coming Season. I would be grateful if you could sign pages 6 and 8 and return them to me along with a copy of the Hunt's public liability insurance.

Also required is the name of the person within the Hunt who will carry and use, as necessary, the humane killer plus a copy of that individual's appropriate firearms certificate.

I draw your attention to Clauses 26 and 31 of the licence relating to the monthly completion of Annex C and at the end of the season the completion of Annex D. Please note that these returns must be sent to this office on time. This is a condition of the licence: failure to comply could result in action as described under "General Provisions Section 37" of the licence.

With regard to the licence fee could you please forward me a cheque made payable to Public Sub Acc HMG 4806 in the sum of £210.00.

If you require any further information or help please do not hesitate to contact me.

Kind regards



Good afternoon state of the stold me to get in touch regarding the North Shropshire Hunt renewing the license to go onto the camp at nescliffe. I am sure there is something else that I need to do but if you could please advise that would be very helpful. Thank:

Sent from my iPad

> On 27 Sep 2018, at 09:26,

> Many thanks for the undate. In order for me to send	out the licence could you please let me know the name and
address of the person it needs to go. If you haven't alr	eady could you please also contact
as he	e is trying to arrange the safety brief for the nums. Thave
forwarded him a copy of your email for information as	he is the person who will confirm the dates for you.
> %	v. €i YNe.
> Kind regards	
>	
,	
> Estates Support Team	
> Estates-Land Management Services   Defence Infrast	ructure Organisation
> Building 12   The Barracks   Brecon   LD3 7EA	
>	
> Email:	
> Website:	1 10/254:-0/2
> https://eur01.safelinks.protection.outlook.com/?url	=www.mod.uk%2Fd10%2 
> F&data=02%7C01%726 > b08d74d862796%7Cbe,760ed59334048623d0d10	
> 7310974&sdata=bMprGcv1dsWR6LLyLMcGHN	ITJnG5%2FwxAMv3Y2IHx%2FCFE%3D&a
> mp;reserved=0	
>	
>Original Message	_
> From	
> Sent: 26 September 2018 20:43	•
> To:	
> Subject: North Shropshire hunt dates	
> Subject: North Shropshire Hunt dates	
Shropshire Hunt. I have	taken over the Huntsmans job from
would like to come trail hunting on Tuesday 9 October	er.Wednesday 7 November. Wednesday19 December and
Wednesday 30 January if that is possible. We would re	equire a licence to do so i presume.
> Look forward to hearing from you.	
> Kind regards	
	<b>1</b> <sub>9</sub>

> Sent from my iPad

#### Licence to Trail or Drag Hunt on Ministry of Defence Land

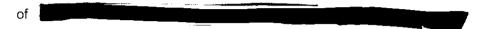
THIS LICENCE is made the .	day of	2019

#### BETWEEN:

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

and

(2) The North Shropshire Hunt



(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 of 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 01/09/2019 and shall terminate at the end of 30/04/2020. 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 £90 (£75 plus VAT).
- 5. The fee for the preparation of this Licence is £120 (£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:

Defence Infrastructure Organisation

The Barracks

Brecon

Powys

LD3 7EA

Tel: 01874 613895

41. The Ministry of Defence Police Office is:

DIB Western

Ministry of Defence Police

Room 79b

Spur 4

G Block

MOD Foxhill

Bath

42.

BA1 8PN

Tel: 01225 884262



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)
Data

The Plan

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

As th	e nom	nated	represe	entative	of	the
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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 2019/20

This report is to be returned to:

Defence Infrastructure Organisation, The Barracks, Brecon, Powys, LD3 7EA Tel: 01874 613895

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:
Date and further Details of any mammals activities, including full circumstances:	killed whilst carrying out exempt hunting
SIGNED (REPORTING MASTER)	DATE

# END OF YEAR REPORTING FORM FOR EXEMPT HUNTING ACTIVITIES ON MOD LAND SEASON 2019/20

# This report is to be returned to:

Defence Infrastructure Organisation, The Barracks, Brecon, Powys, LD3 7EA Tel: 01874 613895

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

From: Sent: To: Subject:	t> IU October 2019 14:31 Re: North Shropshire hunt dates
Good afternoon license to go onto the camp at r advise that would be very helpfo	told me to get in touch regarding the North Shropshire Hunt renewing the nescliffe. I am sure there is something else that I need to do but if you could please ul. Thanks I
Sent from my iPad	
> On 27 Sep 2018, at 09:26,	
address of the person it needs to	n order for me to send out the licence could you please let me know the name and o go. If you haven't already could you please also contact.  as he is trying to arrange the safety brief for the Hunts. I have mail for information as he is the person who will confirm the dates for you.
> Kind regards	The second second second person with this committee duties for you.
>	
> Estates Support Team > Estates-Land Management Ser > Building 12   The Barracks   Bre	evices   Defence Infrastructure Organisation   PCONTAIN D3 7EA
> Emai	
> F&data=02%7C01% > b08d74d862796%7Cbe7760ed	tion.outlook.com/?url=www.mod.uk%2Fdio%2 Fe02e IS953484bae>3uoa16dfa09e5%7C0%7C0%7C637bb311088 v1dsWR6LLyLMcGHMTJnG5%2FwxAMv3Y2lHx%2FCFE%3D&a
>Original Message	
> From. > Sent: 26 September 2018 20:4: > To: ' > Subject: North Shropshire hunt	4)
North Shr would like to come trail hunting	ropshire Hunt. I have taken over the Huntsmans job from we we on Tuesday 9 October. Wednesday 7 November. Wednesday 19 December and possible. We would require a licence to do so I presume.

> Sent from my iPad

2

From: Sent:

26 July 2019 15:03

To:

Subject: Tanatside

# Good Afternoon

I would like to apply for a Trailhunting license for the Tanatside on the Nesscliffe Training Camp please Our proposed dates are Tues 24th September 2019 Tues 26 November 2019 Tues 21 January 2020 Thankyou Regards. S MFH

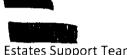
Sent from my iPhone

From:	
Sent:	05 August 2019 12:24
To:	
Subject:	RE: Tanatside

Good Morni

I have passed your dates to for approval. At the moment I am awaiting authorisation to issue this years licences and will be in touch.

Kind regards



**Estates Support Team** 

Estates-Land Management Services | Defence Infrastructure Organisation | Building 12 | The Barracks | Brecon | LD3 7EA



----Original Message----

Sent: 26 July 2019 15:03

ites-Spt Offr 2 Subject: Tanatside

Good Afternoon I would like to apply for a Trailhunting license for the Tanatside on the Nesscliffe Training Camp please Our proposed dates are Tues 24th September 2019 Tues 26 November 2019 Tues 21 January 2020 Thankyou Regards.

Sent from my iPhone

# Licence to Trail or Drag Hunt on Ministry of Defence Land

THIS LICENCE is made the . . . 4 day of September 2019

#### BETWEEN

(1) Secretary of State for Defence: ('Secretary of State')

and

- (2) The Tanatside Hunt
- of Lower Trelydan, Guilsfield. Welshpool. Powys. SY21 9PH

(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:
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- 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 01/09/2019 and shall terminate at the end of 30/4/2020. 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.

# <u>FEES</u>

- The fee for the grant of this Licence is £90 (£75 plus VAT).
- 5. The fee for the preparation of this Licence is £120 (£100 plus VAT).
- 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.
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- 13. The Licensee snall 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, fonces, 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 indernnify the Secretary of State against all actions, claims, proceedings, costs, expenses, losses and liabilities arising from or in connection with the grant of this License 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:



41. The Ministry of Defence Police Office is:



# 42. The Range Control Office is

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Nesscliff		
Shrewsbury		
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III) 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 4/9/2019	

# Licence to Trail or Drag Hunt on Ministry of Defence Land

THIS LICENCE is made the day of 2019

#### BETWEEN.

(1) Secretary of State for Defence: (Secretary of State')

and

- (2) The North Shropshire Hunt
- of Hine Heath Farm, Stanton Upon Hine Heath, Shrewsbury, SY4 4NB,

(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;
  - 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 01/09/2019 and shall terminate at the end of 30/04/2020. 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 £90 (£75 plus VAT).
- 5 The fee for the preparation of this Licence is £120 (£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
- 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.
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- 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 Licensee 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.
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- 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 <u>within 7 days</u> 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



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. 2.6:   25-11	19	

Signed			(on behalf of the Secretary of State)
Date	 		

- 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

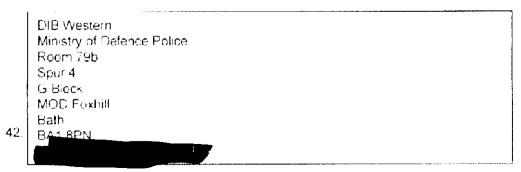
- 34 The DIO Local Office will give any requests to move a fixture made under clause 17 reasonable consideration
- 35 The Secretary of State shall notify its service providers, contract holders and sub-contractors who may be affected by the Approved Use
- 36. From time to time the Secretary of State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



41. The Ministry of Defence Police Office is



# END OF YEAR REPORTING FORM FOR EXEMPT HUNTING ACTIVITIES ON MOD LAND SEASON 2018/19

This report is to be returned to:

Defence Infrastructure Organisation, The Barracks, Brecon, Powys, LD3 7EA Tel: 01874 613895

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

NAME OF HUNT/BEAGLE PACK	TITLE OF MOD LAND
TANATSIDE	NESSCLIFFE
NAME OF MASTER	CONTACT NUMBER
	Office:
No. OF FULL DAYS HUNTING ON	No OF PART DAYS HUNTING ON
MOD LAND	MOD LAND 2
TOTAL No (Sum of full & part days)	
- r	COUNTY TO THE LICENCE
PRACTICAL SUGGESTIONS FOR ANY	CHANGES TO THE LICENCE
SIGNED (REPORTING MASTER)	DATE
	22.1.2019.

# END OF YEAR REPORTING FORM FOR EXEMPT HUNTING ACTIVITIES ON MOD LAND SEASON 2018/19

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Defence Infrastructure Organisation, The Barracks, Brecon, Powys, LD3 7EA Tel: 01874 613895

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

NAME OF HUNT/B <del>ÉAGLE PÂCK</del>	TITLE OF MOD LAND
TANATSIDE	NESCLIFFE
NAME OF MASTER	CONTACT NUMBER
	Office:
No. OF FULL DAYS HUNTING ON MOD LAND	No OF PART DAYS HUNTING ON MOD LAND
1000	
TOTAL No (Sum of full & part days)	
Twe	
PRACTICAL SUGGESTIONS FOR ANY	CHANGES TO THE LICENCE
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	•
SIGNED (PEROPTING MASTER)	DATE
SIGNED (REPORTING MASTER)	132019
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# END OF YEAR REPORTING FORM FOR EXEMPT HUNTING ACTIVITIES ON MOD LAND 18/19 SEASON 2019/20

This report is to be returned to:

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Defence Infrastructure Organisation, The Barracks, Brecon, Powys, LD3 7EA Tel: 01874 613895

Tel: 01874 613895  within 28 days of your last fixture. This is a co-	ndition of your licence.  TITLE OF MOD LAND	
NAME OF HUNT/BEAGLE PACK NOMH SHROPSILING I LIM	NESSCHIFF CONTACT NUMBER	
NAME OF MASTER	Office: Home: No OF PART DAYS HUNTING ON	
NO. OF FULL DAYS HUNTING ON MOD LAND	MOD LAND FOUR.	
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PRACTICAL SUGGESTIONS FOR THE		
		1
SIGNED (REPORTING MASTER	DATE 26 OCT 19	