LICENCE FOR TRAIL HUNTING AND EXERCISING OF HOUNDS

This **Agreement** is made the day of 2020

BETWEEN:

(1) **Lake District National Park Authority** whose office is at Murley Moss, Oxenholme Road, Kendal, LA9 7RL (hereinafter called ‘the Authority’)

AND

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called ‘the Licensee’).

NOW IT IS AGREED AS FOLLOWS

1. In this Agreement the following expressions shall have the meanings set out below, unless the context otherwise requires:
	1. ‘the Association’ means the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
	2. ‘Daily Record Sheet’ means the sheet to be used for recording details of each fixture, included at Schedule 3;
	3. ‘Fixture List’ means the list of dates and meeting locations;
	4. ‘Hunt Representative’ means the main contact person representing the Association as listed in Schedule 2;
	5. ‘the Land’ means those parts of the Authority’s property at Caldbeck and Uldale Commons shown for the purposes of identification only coloured violet on the Plan;
	6. ‘the Licence Period’ means the period specified in Clause 4;
	7. ‘Nominated Person’ means\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of the Authorityor such other person who the Authority may specify in writing from time to time;
	8. ‘Notifiable Incident’ means a serious incident such as (but not limited to) an accidental kill, serious confrontation, emergency requiring the use of a vehicle and/or the killing of a fox by a third party;
	9. ‘the Plan’ means the plan annexed to this Agreement;
	10. ‘the Right’ means the right to enter the Land provided for in Clause 2 of this agreement;
	11. where the Licensee for the time being are two or more persons, obligations expressed or implied to be made by or with a such party are deemed to be made by or with such persons jointly and severally;
	12. words implying one gender include all other genders; and
	13. words implying the singular include the plural and vice versa.

1. The Authority hereby grants unto the Licensee the right (‘the Right’) to enter onto the Land with the hounds belonging to the Licensee for the purpose of trail hunting and exercising of hounds together with all such persons attending a meeting of the Association and persons following the Association on foot as are authorised by the Licensee, on the terms and conditions set out below.
2. The Licensee must pay to the Authority the sum of **£225.00** on the signing of this agreement.
3. This agreement is to continue from the date of this agreement until the **31st March 2021**unless sooner determined*.*
4. On signing this agreement the Licensee hereby certifies that the Association is a *bona fide* member of the Masters of Fox Hounds Association or the Fell Packs Association and is thereby bound by their rules and regulations.
5. The licensee consents to the Authority releasing to any member of the public in response to any requests by any member of the public the name and telephone number of the Hunt Representative regarding the hunt in question.
6. The Licensee agrees that it will comply with the conditions listed in the Schedule.
7. If there is any breach by the Licensee of the conditions in this agreement or if it is considered necessary for its operational or other purposes the Authority may at its sole discretion within 7 days by written notice sent by post to the Licensee determine this agreement, but without prejudice to any subsisting right of action of either party under this agreement.
8. This agreement does not entitle the Licensee to exclusive possession or use of any property of the Authority nor does it amount either to a lease or tenancy or to an agreement to grant any lease or tenancy.
9. If the whole or any aspect of the Right becomes illegal, this agreement is to terminate on the day preceding the day on which any such activity becomes illegal.
10. All legal notices served by either party under the provisions of this agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Licensee specified in this agreement or the Authority.
11. The Authority may withdraw the licence at any time and without notice, at its absolute discretion, should it consider that the Association’s activities be damaging to the Authority’s reputation.
12. The Authority reserves the right to attend any fixture on its property at any time with or without notice or request a demonstration of the Association’s ability to operate within the terms of this Licence.

**SCHEDULE 1**

**Licensee’s obligations**

1. To exercise the Right for the period provided for in Clause 4 of this agreement on the dates set out in the fixture list which is to be agreed before the commencement of the Licence Period.
2. To exercise the Right in accordance with the provisions of the Hunting Act 2004 and any statutory modification or re-enactment of it for the time being in force .
3. To ensure that the Right is exercised so as not to cause or be likely to cause injury or disturbance to any livestock.
4. To give a minimum of 7 days prior notification to the Authority and the Nominated Person of the dates and location that the Right will be exercised and to give all the occupiers of the land at least 24 hours’ notice in advance of each occasion that the Right will be exercised and the number of hounds that will be involved. Any change to the scheduled venues must be reported to and agreed with the Licensor at least 24 hours in advance of the proposed meet.
5. To exercise the Right in a reasonable manner without interference with or adversely affecting the enjoyment of or any rights over the Land by the Authority or others authorised by it or by the general public and in particular to comply with any regulations, guidelines or codes of conduct as issued from time to time by the Masters of Foxhounds Associations and/or the Central Committee of Fell Packs and any guidelines or instructions issued from time to time by the Authority.
6. To exercise the Right in such manner as not to cause damage to the Authority’s property or the property of any other person entitled to exercise rights over the Land and in the event of damage occurring to report such damage immediately to the Authority and pay full compensation to the Authority or its tenants for any damage caused by such exercise.
7. To ensure that the number of followers does not exceed 50 persons and any followers with dogs will have the dogs on a lead at all times. The Licensee will also ensure that all members and followers are aware of and comply with the terms of this agreement.
8. To ensure that all persons associated with the Right adhere to both the guidance and legislation given by Government, specifically relating to the Coronavirus pandemic and associated safeguarding and health and safety protocols.
9. Not to assign, share, or part with the benefit of this agreement or any part thereof to a third party.
10. At all times take such precautions as are necessary to protect the health and safety of all persons employed and shall comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations, orders or EU Directives relating to the health or safety of employed persons.
11. To keep the Authority and all those authorised by it to use the Land indemnified against all claims, proceedings, costs and expenses arising from or in connection with the exercise of the Right, except to the extent that they are shown to have been caused by the negligence of the Authority or its employee or agent.
12. To effect and maintain proper insurance against liability arising from the exercise of the Right with a reputable insurance company or underwriter, in the sum insured of not less than £5,000,000 (five million pounds) or such other sum as the Authority from time to time specifies, and to produce the policy of insurance to the Authority upon demand.
13. Not to drive **any** vehicle on the Land otherwise than over vehicular public rights of way, for setting scent trails or for any other reason unless otherwise agreed in writing with the Authority except in an emergency in which case the nature of the emergency should be detailed on the Daily Record Sheet.
14. Not to park any vehicle on the Land otherwise than in places as indicated on the attached plan or agreed otherwise in writing by the Authority.
15. Not to deposit or leave on the Land any rubbish or litter.
16. Not to exercise the Right on any occasion without prior approval of the relevant Commons Executive Committee.
17. Not to use any guns or weapons in the exercise of the Right.
18. Not to use or go prepared to use terriers in the exercise of the Rights granted by this agreement.
19. Not to pursue foxes or other animals that go to ground during the exercise of the Rights granted by this agreement and to ensure that if any hounds used in the exercise of these Rights inadvertently chase a fox into an earth hole that the fox is not injured, killed or otherwise disturbed by the Licensee or anyone authorised by the Licensee to exercise the Rights and the Licensee must not permit or allow third parties to do the same.
20. Not to light fires or allow them to be lit.
21. Not to allow animals into any reservoir water intake or any other operational area and immediately to take all steps necessary to remove any animals that gain access to such areas.
22. Not to obstruct or interrupt any employee or contractor of the Authority in the execution of their duty.
23. To inform the Authority by telephone within 24 hours and by submission of the Daily Record Sheet within one week if any accidental kills or other Notifiable Incidents take place, their manner and their location.
24. To keep a written record of each meeting by means of the Daily Record Sheet containing the following information:
* details of the laying of the trail;
* the death of any fox or any other Notifiable Incident occurring as a consequence of the exercising of the Right;
* any other information the Authority specifies from time to time to be recorded.
1. To submit to the Authority within seven days of the end of each season a complete set of Daily Record Sheets corresponding with each Fixture (whether enacted or
cancelled). The Authority reserves the right to withhold subsequent licence
agreements if the previous season’s Daily Record Sheets have not been received.
2. To contact the Nominated Person or Park Management Ranger, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to request any changes to the exercising of the Right prior to any subsequent activity in accordance with Clause 4 Schedule 1 or entry onto the Authority’s land, such permission to be at the Authority’s discretion.
3. To ensure that trails are laid and marked using legally procured scent and not to drag whole or in part a fox carcass in order to lay a trail and to use best endeavours to ensure that hounds follow the trails laid.
4. To ensure that if any hounds used in the exercise of these Rights inadvertently chase a fox into an earth hole that the fox is not injured killed or otherwise disturbed by the Licensee or anyone authorised by the Licensee to exercise the Rights and the Licensee must not permit or allow third parties to do the same
5. Immediately to report to the police and the Nominated person any person attempting to injure kill or otherwise disturb the fox chased into the earth hole referred to in clause 29.
6. To provide to the Authority by the date this Licence is signed the names and contact details of the officers of the Association, to be entered in Schedule 2; and to inform the Authority within one week of any changes to these details.
7. To provide (a) representative(s) to meet with (a) representative(s) of the Authority at a mutually agreeable time and location after the end of the licence period to discuss the previous and forthcoming seasons’ activity.
8. To observe and comply with all relevant bye-laws.

**SCHEDULE 2**

**Officers of the Association**

|  |  |  |  |
| --- | --- | --- | --- |
| Name:  |  | Position: | Joint Master |
| Address:Phone:Email: |  |
| Name:  |  | Position: | Joint Master |
| Address:Phone:Email: |  |
| Name:  |  | Position: |  |
|  |  |  |  |
|  |  |

**SCHEDULE 3** – overleaf

**DAILY RECORD SHEET**

(to be completed immediately and submitted within 1 month of the end of the season)

|  |  |  |
| --- | --- | --- |
| **Name of hunt:** | **Date** | **Year** |
| **Meet:** |  |  |
| **Legal activities undertaken** (tick relevant boxes): | Trail Hunting |  |
| Hound Exercise |  |
| **How were followers informed of intentions for the day?** |
| **Describe where the trail was laid:** |
| **Briefly record areas covered by hounds during the day (whether trailing or exercising)** |
| **Trail hunting:** | **Additional comments on other legal activities as relevant**: |
|  | Names of trail layers |  |  |
| Name of who briefed them |  |
| Time trail was laid |  |
| Substance used |  |
| Method of laying trail(horse, quad, foot) |  |
| Number of foxes/hares accidentally chased |  |
| Number of foxes/hares killed |  |
| Number of foxes/hares possibly killed |  |
| **Details of any incidents or complaints** (if applicable): |
| **Police involvement** (if applicable): |
| **What (if any) video/photographic evidence did you take of the day?** |
| **Report completed by:** | **Position in Hunt:** |

**PLAN**

Showing area that the Right may be exercised.

|  |  |
| --- | --- |
| **SIGNED** on behalf of the AuthorityDate: | ………………………………………………..……………………………………………….. |
| **SIGNED** on behalf of the LicenseeDate: | ………………………………………………..……………………………………………….. |