

Licence to Exercise Hounds for Welfare Purposes 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) Hounds require daily exercise and toileting for welfare purposes and meeting the requirements of the Animal Welfare Act 2006; and

(4) The **Secretary of State** wishes to permit hound exercise for welfare purposes on Ministry of Defence land.

NOW IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

1. In this Licence:

1.1 '**Annex**' means the annex to this Licence.

1.2 '**Approved Use**' means the activity of Hound Exercise for Welfare Purposes in accordance with the provisions of this Licence;

1.3 '**DIO Local Office**', means the Defence Infrastructure Organisation Hard Facilities Management Directorate Local Office detailed in clause 27 of this Licence;

1.4 '**Hound Exercise for Welfare Purposes**' means allowing for the good health of the hounds regular and adequate daily exercise to maintain their fitness, to toilet the dogs and to familiarise them with their surroundings and the distractions and hazards that they may be faced with during a trail or drag hunting fixture. Exercise must not include any activity that could be described as trail or drag hunting.

1.5 '**Hunt Staff**' means no more than six persons to accompany the hounds during the **Approved Use**.

1.6. '**Land**' means the areas of land belonging to the Secretary of State on the **Plan** at **Annex A** as shown [edged/coloured red etc];

1.7 '**Plan**' means the plan in the **Annex A** to this Licence;

1.8 '**Relevant Association**' means the Masters of Foxhounds Association, the Masters of Draghounds and Bloodhounds Association or the Association of Masters of Harriers and Beagles;

1.9 '**Secretary of State**' includes his servants and agents;

1.10 '**Vehicle**' includes bicycles, motorbikes, mopeds, all terrain vehicles and tricycles;

1.11 Words importing the masculine include the feminine and vice versa; and

1.12 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 **Licensee** and all **Hunt Staff** to the **Land** for and in connection with the **Approved Use**

DURATION

3. This Licence shall become effective at the start of *[insert start date]* and shall terminate at the end of *[insert end date]* subject to the further provisions of this **Licence**.

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.

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 including (but not limited to) those 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. 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.

11. 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**.
12. 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**.
13. The **Licensee** shall be responsible for obtaining consents to cross the land of any tenant farmers.
14. The **Licensee** shall ensure that whenever dogs participating in the **Approved Use** are on the **Land** the **Hunt Staff** shall be present and shall remain in control of all said dogs.
15. 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**.
16. 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.
17. The **Licensee** shall ensure that all equipment, litter or other items brought onto any **Land** is cleared to the **Secretary of State's** satisfaction.
18. The **Licensee** shall ensure that any **Hunt Staff** 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.
19. 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.
20. 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**.
21. 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

22. The **Secretary of State** shall notify its service providers, contract holders and sub-contractors who may be affected by the **Approved Use**.
23. From time to time the **Secretary of State** shall supply the **Licensee** with a copy of any relevant byelaws in force.

GENERAL PROVISIONS

24. 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**.
25. 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**.
26. 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.
27. The **DIO Local 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