



## **2. Game etc Permitted to be Shot**

Game: Pheasants/Partridges/Grouse/Blackgame/Woodcock/Snipe/Hares

Wildfowl: Ducks/Geese/Moorhen/Coot

Deer: Fallow/Roe/Red/Sika/Muntjac/CWD

Pest Species: Pigeons/crows/rooks/magpies/jays/jackdaws/rats/foxes/rabbit

## **3. Other Licensees**

3.1 The Shooting Rights permitted by this Permit are exclusive to the Licensee

3.2 The Owner has granted a Shooting Rights Permit to the person mentioned and upon the terms set out in Schedule 3

## **4. Terms of Permit**

4.1 The Owner permits the Licensee to exercise the Shooting Rights and ancillary rights of access and parking upon the Land in accordance with Clause 3.1 above

4.2 This Permit is granted strictly subject to the compliance at all times of :

(i) the Licensee with the Licensee's Conditions (Schedule 1). Breach of one or more of the Conditions entitles the Owner to terminate the Permit immediately without compensation.

(ii) the Owner with the Owner's Conditions (Schedule 2). Breach of one or more of the Conditions entitles the Licensee to terminate the Permit immediately without compensation.

- 4.3 The Licensee shall pay the Owner £ [plus VAT] per week/month/year for the Permit payment to be made in full on the issue of this Permit/by two payments on and /by monthly payments on the day of each month for the duration of this Permit
- 4.4 The Licensee agrees at all times to comply with the Licensee's Conditions (Schedule 1).
- 4.5 The Owner agrees with the Licensee that subject to the Licensee complying with the Licensee's Conditions (Schedule 1), the Owner will comply with the Owner's Conditions specified in (Schedule 2).
- 4.6 In the event of the death of the Owner, the personal representatives of the deceased shall be entitled to terminate this Permit upon serving 12 months' notice
- 4.7 If there is a dispute between the Owner and Licensee with respect to this Permit, and if the dispute can not be resolved by negotiation, then the dispute shall be referred to a single arbitrator to be agreed by the parties. The fees and costs of the appointed arbitrator shall be borne by the Owner or Licensee as the arbitrator shall direct

## **SCHEDULE 1**

### **THE LICENSEE'S CONDITIONS**

**(with which the Licensee agrees to comply for the duration of the Permit)**

#### **1. BASC Membership and Insurance and Indemnity**

The Licensee to maintain his BASC membership and Ten Million Pounds (£10,000,000.00) public liability insurance cover and to notify the Owner immediately if membership or insurance or both are discontinued or suspended for whatever reason. The Licensee to indemnify the Owner against all claims proceedings costs and expenses arising from the exercise of the Shooting Rights unless these arise from the negligence or breach of duty of the Owner

#### **2. Compliance Matters**

##### **2.1 The Licensee shall at all times:-**

- (i) exercise the Shooting Rights safely and strictly in accordance with the Conditions
- (ii) respect the Land and all growing crops livestock and equipment on it from time to time
- (iii) abide by all relevant BASC Codes of Practice
- (iv) abide by the code of Good Shooting Practice
- (v) comply with the Wildlife and Countryside Act 1987 and any statutory modification of it
- (vi) do nothing in derogation of the terms and conditions of any grant aided schemes entered into by the Owner at any time
- (vii) keep and supply a weekly/monthly/annual record of all Game/Wildfowl/Deer/Pest Species shot
- (viii) comply with this Agreement

**3. Permitted Hours**

The exercise of the Shooting Rights is permitted 24 hours a day/daylight hours only/night time only between

**4. Vehicular Access**

Vehicular access to the Land is not permitted other than on the tracks on which yellow lines are marked

or

vehicular access is permitted on all of the Land

or

on specified parts of the Land namely

## **SCHEDULE 2**

### **THE OWNER'S CONDITIONS**

**(with which the Owner agrees to comply for the duration of the Permit)**

The Owner hereby covenants with the Lessee as follows:

1. At all times to conduct activities in a manner which ensures the Lessee is able to pursue their shooting rights.
2. To conduct all agricultural and forestry operations on the said land with due consideration for the welfare of game, particularly during the breeding/nesting season and to ensure no forestry operations are carried out on identified shoot days.
3. To keep all rides in woodlands properly trimmed and free from obstruction and provide stock proof fences to woods, plantations and cover crops where required.
4. To renew, replace and manage the existing woodland and wildlife habitat as far as possible according to the best interests of game and other wildlife.
5. To notify the Lessee on an annual basis of management proposals such as planting, felling, cropping etc.

6. To provide a suitable rearing area each year and allow the Lessee temporarily to fence the same whilst in use.
7. To allow the erection of game bird release pens on sites previously approved by both the Owner and Lessee.
8. To take all reasonable steps to assist in the apprehension and prosecution of persons found poaching or trespassing in search of game or the eggs of game.

**SCHEDULE 3**

**(Other Permit Holders Details)**

**Name :**

**Telephone Number :**

**What they can shoot :**

**Expiry Date of their Permit :**

**Dated this                      day of                      200**

**Signed.....**

**Owner**

**Signed.....**

**Licensee**

## **Guidance Notes for the Completion of this Permit**

- Clause 1:** Definitions – Complete names, addresses and telephone numbers  
Prepare and colour plan
- Clause 2:** Game etc permitted to be shot – Delete non-applicable categories and species  
Complete the duration of the Agreement
- Clause 3:** Delete either 3.1. or 3.2  
Insert any agreed payment and time/s for payment
- Schedule 1:** Delete/complete as appropriate in Clause 3 and Clause 4.
- Schedule 3:** Complete these details if applicable
- Completion:** Two identical copies of the final version of this Permit need to be prepared and signed by the Owner in one case and the Licensee in the other. Both copies should then be dated and exchanged.

### **General Warning and Disclaimer**

This Permit is a Legal Document.

If in doubt you should seek independent legal advice before entering into it.

BASC having used its best endeavours to prepare a precedent Permit disclaims all responsibility for claims causes of action consequential expenses and losses arising from its use by Owners, Licensees or any other persons