

SHOOTING RIGHTS LICENCE

THIS LICENCE is granted the _____ day of _____ 20__

Between:

1. Parties:

1.1 "the Licensor" :

_____ of

Telephone Number

1.2 "the Licensee" :

_____ of

Telephone Number

BASC Membership Number

Expiry Date

The Parties Agree:

2. Definitions and Interpretation

In this document:

- 2.1 **"Shooting Rights"** means the exclusive/ non-exclusive right to shoot over and upon the Land and to kill and take away only the Game/ Wildfowl/ Deer/ Pest Species shown in Clause 3 below, save this does not include or in any way permit any illegal or unlawful activity.
- 2.2 **"the Land"** means the land known as _____ and edged red for the purposes of identification only on the attached plan, on which permitted access/es is/are marked yellow and the permitted parking area and storage area for any equipment is coloured blue where applicable.
- 2.3 **"the Licence"** means this Licence duly completed, signed and dated by the Licensor and the Licensee.

- 2.4 **"the Duration"** means the period from am/pm on the 20__ until the date on which this Licence is determined in accordance with clause 6.7.
- 2.5 **"the Licensee's Conditions"** means all the conditions exceptions reservations and stipulations set out in Schedule 1.
- 2.6 **"the Licensor's Conditions"** means all the conditions exceptions reservations and stipulations set out in Schedule 2.
- 2.7 **"the Code of Good Shooting Practice" (the Code)** means the Code being the established standard for ethical and sustainable game shooting and management and overseen and endorsed by leading shooting and countryside organisations.
- 2.8 **"BASC"** means the British Association for Shooting and Conservation.
- 2.9 **"VAT"** means value added tax chargeable under the Value Added Tax 1994 at the prevailing rate (payable as appropriate).
- 2.10 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence.
- 2.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 2.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 2.13 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 2.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 2.15 Where the Licensor or Licensee are two or more persons the obligations and liabilities of the Licensor or the Licensee under this licence are joint and several.

3. Game and other birds and animals permitted to be shot on the Land

Game: Pheasant/ Partridge/ Grouse/ Blackgame/ Woodcock/ Snipe/ Hare.

Wildfowl: Duck/ Geese/ Moorhen/ Coot.

Deer: Fallow/ Roe/ Red/ Sika/ Muntjac/ Chinese Water Deer.

Pest mammal species: Rat/ Fox/ Rabbit/ Grey Squirrel/ Mink.

Pest bird species: All species listed on relevant Government issued General Licences.

4. Game and other birds permitted to be released on the Land

4.1 The Licensor permits the Licensee to release _____ pheasant, _____ partridge, _____ mallard duck per year subject to the Licensee complying with the Licensee's Conditions (Schedule 1).

4.2 The release of any gamebird species must be carried out in accordance with all relevant legislative requirements, the Code of Good Shooting Practice, and any relevant Codes of practice. No pens will be permitted to be erected on the Land without the consent of the Licensor.

4.3 The Licensee is permitted to carry out pest control in the furtherance of managing game species using all (or stipulate i.e. trapping/shooting/snaring/ rodenticide use) legal methods of control in accordance with any relevant BASC code of practices. For pest bird species the Licensee must comply with the relevant Government issued General Licence.

5. Other Licensees

5.1 The Shooting Rights permitted by this Licence are exclusive/not exclusive to the Licensee.

5.2 When the Licensor has granted Shooting Rights to others, details are set out in Schedule 3.

5.3 The Licensee is/is not authorised to permit up to _____ others to accompany/assist him/her in exercising the Shooting Rights.

6. General Terms

6.1 The Licensor permits the Licensee to use the Land for the exercise of the Shooting Rights and (if any) ancillary rights only to facilitate such Shooting Rights of access, storage and parking in accordance with Clause 5.1.

6.2 This Licence is granted for the Duration and strictly subject to the Licensee agreeing and undertaking to comply with the following obligations:-

- (a) The Licensee shall comply with the Code of Good Shooting Practice.
- (b) The Licensee shall comply with all wildlife laws. The Licensor has zero tolerance towards illegal killing of birds of prey and other wildlife crime. The Licensee confirms that they are familiar with all relevant legislation concerning wildlife management and that they have not been convicted of a

wildlife crime or associated offence nor have they accepted a police caution in respect thereto (subject to The Rehabilitation of Offenders Act 1974 i.e., being a rehabilitated person.). The Licensee will not employ anyone in direct association with the shooting operation who has been convicted of Wildlife Crime or an associated offence e.g., under the Animal Welfare Act 2006 or who has accepted a police caution for such an offence unless they are a rehabilitated person (for the purposes of the Rehabilitation of Offenders Act 1974) or a court has made an order discharging them absolutely.

- (c) The Licensee shall comply with the Licensee's Conditions (Schedule 1). In the event of a breach of any of the Licensee's Conditions the Licensor shall be entitled to terminate the Licence on 7 days written notice being given at any time by the Licensor to the Licensee without compensation.
 - (d) The Licensee shall pay to the Licensor a Licence Fee of £_____ (plus VAT) per week/month/year for the Licence. Payment shall be made in full on the issue of this Licence/by two payments on _____ and _____ / by monthly payments on the ____ day of each month for the Duration of this Licence.
- 6.3 The Licensor shall comply with the Licensor's Conditions (Schedule 2). In the event of any breach of the Licensor's Conditions the Licensee shall be entitled to terminate the Licence on 7 days written notice being given by the Licensee to the Licensor.
- 6.4 The Licensee shall occupy the Land as a licensee and no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence.
- 6.5 The Licensor retains control and possession of the Land and the Licensee has no right to exclude the Licensor, its agents or other persons authorised by the Licensor from the Land.
- 6.6 The License granted by this agreement is personal to the Licensee and is not assignable.
- 6.7 This License shall end on the earliest of:
- (a) the _____ day of _____ 20__;
 - (b) the expiry of 7 days from the date of a written notice given (as the case may be) by the Licensor to the Licensee pursuant to clause (c) or by the Licensee to the Licensor pursuant to clause 6.3.
- 6.8 Notices:
- (a) Any notice in writing or other communication between the Parties given under this Licence shall be deemed to have been received if:
 - (i) delivered by hand or left at the address of either the Licensor or the Licensee (as appropriate) set out at the beginning of this Licence; or
 - (ii) if sent by pre-paid first-class post or other next day working delivery service at 9:00am on the second working day after posting to such said address.

- (b) A notice or other communication given under this Licence shall not be validly given if sent by email.
- 6.9 In the event of the death of the Licensor, the personal representatives of the deceased shall be entitled to terminate this Licence upon serving 6 months' notice in writing on the Licensee to terminate this Licence without compensation.
- 6.10 If there is a dispute between the Licensor and Licensee with respect to this Licence, and if the dispute cannot be resolved by negotiation, then the dispute shall be referred to a single arbitrator under the Arbitration Act 1996 to be agreed by the Parties or failing such agreement within one month to be nominated by the President of the Royal Institute of Chartered Surveyors and the fees and costs of the appointed arbitrator shall be borne by the Licensor or Licensee as the arbitrator shall direct.
- 6.11 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this licence.

SCHEDULE 1

THE LICENSEE'S CONDITIONS

(with which the Licensee agrees to comply for the Duration of the Licence)

1. BASC Membership and Insurance and Indemnity

For the Duration of the Licence the Licensee is to be a member of BASC. BASC membership provides Ten Million Pounds (£10,000,000.00) public liability insurance cover. The Licensee is to notify the Licensor immediately if membership or insurance or both are discontinued or suspended for whatever reason. The Licensee must indemnify the Licensor 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 Licensor.

2. Compliance Matters

2.1 The Licensee shall at all times: -

- (i) exercise the Shooting Rights safely and strictly in accordance with the Licensee's Conditions.
- (ii) respect the Land and all growing crops, livestock, and equipment on it at all times.
- (iii) ensure that the shoot and its employees comply with the law.
- (iv) comply with all relevant legislation concerning wildlife management.
- (v) Covenant that they have not been convicted of a wildlife crime or associated offence nor have they accepted a police caution in respect thereto (subject to The Rehabilitation of Offenders Act 1974 i.e., being a rehabilitated person).
- (vi) covenant not to employ anyone in direct association with the Shooting Rights granted by this Licence who has been convicted of Wildlife Crime or an associated offence e.g., under the Animal Welfare Act 2006 or who has accepted a police caution for such an offence unless they are a rehabilitated person (for the purposes of the Rehabilitation of Offenders Act 1974) or a court has made an order discharging them absolutely.
- (vii) be aware of areas of the Land (if any) that are subject to a statutory conservation designation e.g. SSSI. The Licensee must liaise with the Licensor to ensure the activities undertaken by the Licensee are compliant with statutory provisions or regulations concerning the same.
- (viii) refer to the Game and Wildlife Conservation Trust guidelines for sustainable game bird releasing, in order to avoid damage to habitat, and shall avoid releasing more than 1,000 pheasants per hectare of pen, and more than 700 per hectare of pen in ancient seminatural woodland. Pheasant release pens should not, in total, take up more than about one third of the woodland area on the shoot. Duck must always be released into suitable wetland habitat, and in numbers which are appropriate to its carrying capacity. Reared Ducks must not be allowed to deter wild stocks or damage the habitat. In England when releasing within or in close proximity to a European Protected Site the Licensee must comply with the relevant Government issued General Licence
- (ix) ensure correct planning permissions are obtained for shooting infrastructure (if any) subject to the prior approval by the Licensor in writing. The Licensee shall not make any application for a planning consent in respect of the Land which has not been so approved by the Licensor.

- (x) ensure sufficient feed for released birds remaining after the end of the shooting season is provided until adequate natural food is available, normally to the end of May.
- (xi) brief the Guns at the start of a shooting day. The briefing should cover health and safety, expected quarry and the application of the Code of Good Shooting Practice.
- (xii) use cartridges with degradable wads where possible and all cartridge cases and other litter should be removed after each shoot and recycled.
- (xiii) if lead shot is to be used, ensure the Guns comply with the relevant regulations restricting the use of lead shot.
- (xiv) ensure they have appropriate arrangements in place for the sale or consumption of the anticipated bag in advance of all shoot days. All shot game must be regarded as food and treated in accordance with the Guide to Good Game Handling.
- (xv) ensure shot game or by-products of shot game are not buried or dumped.
- (xvi) comply with all relevant BASC Codes of Practice.
- (xvii) comply with the Code of Good Shooting Practice.
- (xviii) comply with all relevant Government Codes of Practice for the Welfare of Gamebirds Reared for Sporting Purposes.
- (xix) comply with relevant Government issued General Licenses.
- (xx) do nothing in derogation of the terms and conditions of any grant aided schemes entered into by the Licensor at any time in relation to the Land.
- (xxi) keep and supply to the Licensor a weekly/ monthly/ annual record of all Game /Wildfowl/ Deer/ Pest Species shot.
- (xxii) comply with the terms of this agreement.

3. Permitted Hours / Days

The exercise of the Shooting Rights is permitted 24 hours a day/daylight hours only/night time only between __ am/pm to __ am/pm .

The exercise of the Shooting Rights is permitted ___ days a year. Dates to be previously approved by both the Licensor and Licensee prior to shoot days commencing.

4. Vehicular Access

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

or

vehicular access is permitted on all of the Land

or

on specified parts of the Land namely.

5. Exercise of Rights

To exercise the Sportings Rights properly and to observe strictly all reasonable regulations issued by the Licensor from time to time.

6. Works

- (i) Not to carry out or cause to be carried out any works that cause damage to the Land except with the Licensor's written consent and to ensure that such works are carried out in accordance with the Ancient Monuments and Archeological Areas Act 1979 and the Wildlife and Countryside Act 1981 or any statutory modification of the same.
- (ii) To remove any rubbish from the Land and to make good any damage caused to the Land at the expense of the Licensee on the determination of the Licence.

7. Indemnity and Limitation

- (i) To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - a. this Licence;
 - b. any breach of any rights granted by the Licence; and
 - c. the exercise of any rights granted by the Licence.
- (ii) The Licensor is not liable for:
 - a. the death of, or injury to the Licensee, its employees, customers or invitees to the Land; or
 - b. damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Land; or
 - c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees to the Land in the exercise or purported exercise of the rights granted by this Licence.

SCHEDULE 2

THE LICENSOR'S CONDITIONS (with which the Licensor agrees to comply for the duration of the Licence)

The Licensor hereby covenants with the Licensee as follows:

- 1) For the duration of this Licence to conduct activities on the Land in a manner which ensures the Licensee is able to pursue their Shooting Rights.
- 2) To conduct all agricultural and forestry operations on the 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 Licensee on a periodic basis of management proposals such as planting, felling or cropping on the Land.
- 6) To provide a suitable rearing area on the Land and allow the Licensee to temporarily fence the same whilst in use.
- 7) To allow the erection of game bird release pens on sites previously approved by both the Licensor and Licensee and in accordance with requirements of planning authorities
- 8) To take all lawful and 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 Shooting Right Licence Holders Details)

Name :
What they can shoot :
Expiry Date of their Licence :

The Parties hereby sign this Licence in acceptance of the terms contained herein.

**Signed.....
Licensor**

**Signed.....
Licensee**

Guidance Notes for the Completion of this Licence

The good name of shooting and the ability to defend it depend on everyone involved following the Code of Good Shooting Practice (the Code). The Code embodies fundamental respect for the quarry species, and care for the environment. Sustainable shooting, paying attention to management of habitat and avoiding nuisance to others is the mantra of the Code and this Shooting Rights Licence. Those involved with shooting should always be 'Code-aware' and raise awareness of the Code to others. The Code is a yardstick for both Licensor and Licensee when deciding if to enter an agreement for the Shooting Rights. It is conditional for this Shooting Rights Licence for the Licensee to be Code compliant.

BASC has used its best endeavours in preparing the precedent Licence. In Scotland there are some differences in both wildlife and access legislation. It is recommended that in the first instance clarity is sought from the BASC Scotland office.

Clause 1: Definitions – Complete names, addresses and telephone numbers.

Clause 2: Complete land description and prepare and colour a plan – clause 2.2. The date needs to be added to clause 2.4 on completion.

Clause 3: Game etc permitted to be shot – Delete non-applicable categories and species.

Clause 4: Detail the number of birds to be released and any pest control methods.

Clause 6: Insert any agreed payment and time/s for payment and the duration of the Licence.

Schedule 1:

2.1 (xii) Encourage Guns to use non-toxic alternative shot.

2.1 (xiv) In terms of complying with this condition the Licensee is encouraged to become a member of an Assurance Scheme. For example, the Aim to Sustain Game Assurance Scheme. The assurance scheme ensures the provenance of shot game meets rigorous and ethical standards.

Delete/complete as appropriate in paragraph 3 and paragraph 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 Licensor in one case and the Licensee in the other. Both copies should then be dated and exchanged.

General Warning and Disclaimer

This Licence 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 Licence disclaims all responsibility for claims, causes of action, consequential expenses and losses arising from its use by Licensor, Licensees or any other persons.