

EXAMPLE DEER CONTROL LICENCE CONTRACT

FORESTRY ENGLAND DEER CONTROL LICENCE

Reference: []

Forest District Office Name: []

Address: []

Telephone Number: []

Forestry Commission, acting through Forestry England (hereinafter referred to as Forestry England).

The Permit Holder: []

Address: []

Email: []

Telephone Number: []

now referred to as the **Permit Holder**.

1 Rights Granted

Forestry England give a non-exclusive licence ("**the Licence**") to the Permit Holder to shoot and take away deer of the species listed in Part 1 of the schedule annexed hereto ("**the Schedule**"), subject to the following conditions.

2 Property

2.1 The land over which the Licence is hereby granted is delineated in Green with a Beige fill on the map ("**the Map**") attached to this licence ("**the Property**").

2.2 The Access Point is shown by a Blue Triangle with the roads over which vehicular access in exercise of the Licence is hereby granted are shown coloured White edged Black ("**the Authorised Access Routes**").

2.3 The land over which any restriction reservation and condition applies in exercise of the licence as detailed in Part 4 of the schedule and shown hatched on the map ("**the Restricted Land**")

3 Duration

3.1 The Licence hereby granted shall commence on []

("the Commencement Date") and shall endure until [].

3.2 In the event that Forestry England and the Permit Holder agree to extend the period of this Licence, such extension shall be recorded in an Addendum to this Licence (signed by both parties). The date of commencement of such extension shall, for the purposes of this Licence, be referred to as the "Extension Date". Such

EXAMPLE DEER CONTROL LICENCE CONTRACT

Addendum shall also include details of any other amendments to this Licence that the parties may agree should take effect from and after the Extension Date.

For the avoidance of doubt, under no circumstances shall the period of this Licence continue beyond the fifth anniversary of the Commencement Date.

- 3.3 This Licence will subsist at the discretion of Forestry England who may withdraw it at any time. In the event of Forestry England withdrawing this Licence in terms of this Clause 3.3, Forestry England will make a repayment to the Permit Holder of such part of the Charge which is referable to any period after the date upon which this Licence is withdrawn, as aforesaid, (calculated on a daily annual basis on the basis that the Charge accrued evenly over 365 days).

4 Charge

- 4.1 The charge for the rights granted in terms of the Licence will be [£ per year] (excluding VAT) payable in advance ("**the Charge**").

- 4.2 In the event of the parties agreeing to extend the period of this Licence in terms of Clause 3.2, the Charge (exclusive of VAT) for each year during such extension shall (from and after the Extension Date) be calculated in accordance with the following formula:

$$NC = OC \times 1.025$$

Where:

NC represents the Annual Charge (excluding VAT) from and after the relevant Extension Date, and

OC represents the Annual Charge (excluding VAT) for the period immediately prior to the relevant Extension Date.

5 Conditions

- 5.1 Taking of Deer

5.1.1 The Permit Holder shall exercise the rights hereby granted in accordance with the Best Practice Guidance notes as produced by the Deer Initiative Partnership (**DI**), and at proper times and seasons of the year and shall comply at the expense of the Permit Holder with all rules of law common or statutory, applying to the rights hereby granted and subject to the statutory rights of Forestry England's agricultural tenants under the Ground Game Acts, the Agriculture Acts, the Agricultural Holdings Acts, Deer Act 1991, and the Wildlife and Countryside Acts or any statutory amendment or re-enactment thereof.

5.1.2 The Permit Holder shall keep an accurate record showing by species, the number of male, female and juvenile deer killed on the Property and shall furnish to Forestry England on an agreed date monthly a copy of the said record. The Permit Holder shall afford to Forestry England the means to verify the species of deer killed and shall do so by such reasonable means as may be set by Forestry England in the Pre- Commencement Meeting (as hereinafter defined)].

5.1.3 The Permit Holder agrees:

5.1.3.1 not to kill or permit to be killed any animal or bird other than the

EXAMPLE DEER CONTROL LICENCE CONTRACT

species of deer listed in Part 1 of the Schedule;

- 5.1.3.2 to make every effort to achieve a minimum annual cull of deer by the number, species and sex specified by Forestry England in Part 2 of the Schedule;
- 5.1.3.3 to free and relieve Forestry England of all claims for damage caused by the species of deer listed in Part 1 of the Schedule if the number, species and sex of deer specified by Forestry England in Part 2 of the Schedule (or as specified in any amendment of the Minute (as hereinafter defined) have not been culled annually;
- 5.1.3.4 to comply with the Minute and Site Risk Assessment (as hereinafter defined) (which documents shall be reviewed annually and may be amended from time to time subject to written agreement between the parties, it being declared for the avoidance of doubt that, in the event of the parties failing to agree any amendments to the Minute and/or the Site Risk Assessment such documents will remain unchanged);
- 5.1.3.5 to comply with any restriction, reservation and any condition as defined in Part 4 of the Schedule that relates to the property and the exercise of the permission;
- 5.1.3.6 Not to introduce bait feeders or salt licks or other substances designed to attract deer without the consent of Forestry England;
- 5.1.3.7 Not to allow or permit any snares or traps to be placed or set or poisonous substances to be placed on the property;
- 5.1.3.8 If requested by Forestry England to erect signs warning the public and other users when shooting is taking place, the wording and positioning of said signs to be determined by Forestry England; declaring that no signage purporting to restrict access shall be erected by the Permit Holder without Forestry England's prior consent;
- 5.1.3.9 Not to erect any high seats or doe boxes/hides without the prior written consent of Forestry England who may specify reasonable terms concerning construction, maintenance, signing, repairs and removal;
- 5.1.3.10 that shooting by moderated rifles will be the only permissible method of killing deer and that deer drives or the use of shotguns for the killing of deer will not be undertaken and that only moderated rifles and factory non lead ammunition which meet all relevant statutory requirements shall be used to kill deer;
- 5.1.3.11 not to display or cause to be displayed carcasses of deer and to ensure that the said carcasses and any associated waste or by-products are disposed of in accordance with all relevant legislation and, in any event, to the reasonable satisfaction of Forestry England;
- 5.1.3.12 that (without prejudice to Clause 5.1.3.11) no offal or gralloch shall be deposited within 30 metres of any drain or watercourse or plough furrow or be left exposed in any way;

EXAMPLE DEER CONTROL LICENCE CONTRACT

5.1.3.13 to inform Forestry England within one working day of discovering evidence of any Notifiable Disease (as hereinafter defined) in any of the deer killed;

5.1.3.14 not to shoot at night (night being the period commencing one hour after sunset and ending one hour before sunrise), unless authorised to do so by Forestry England and having received a licence from Natural England;

5.1.3.15 Not to use a sight which is light intensifying, heat sensitive or any other special sighting device;

5.1.3.16 not to discharge firearms in an unsafe manner that could lead to bullets travelling outside the boundaries of the Property or across public or forest roads and tracks, footpaths or bridleways;

5.1.3.17 not to discharge a firearm without a fitted moderator

5.1.3.18 not to discharge a firearm from a vehicle;

5.1.3.19 not to enter Work Sites (as hereinafter defined) and to comply with warning notices and signs around such sites;

5.1.3.20 not to shoot on Christmas Day;

5.1.3.21 to prepare a Risk Assessment which shall be reviewed annually and agreed with Forestry England and shall be amended as necessary;

5.1.3.22 have access to a suitable dog to aid the follow up of shot deer;

5.1.4 The Permit Holder further undertakes not to light nor permit to be lit any fire and shall take the utmost care to avoid doing or permitting to be done any damage to any property of Forestry England and their tenants and he binds and obliges himself at the option of Forestry England to make good all damage sustained by Forestry England, their agents, servants or tenants through the exercise of the rights hereby granted or pay compensation in respect thereof.

5.2 Firearms

5.2.1 The Permit Holder shall obtain and hold throughout the continuation of this Licence the appropriate Firearm Certificate and shall ensure all conditions are complied with in the said Certificate. In addition, the Permit Holder shall be bound to produce such certificate for inspection by Forestry England at or prior to the Commencement Date and at any time thereafter upon request by Forestry England. The Permit Holder shall ensure all individuals exercising the rights hereby granted with the authority of the Permit Holder and endorsed by Forestry England **[to a maximum of [X] and named in Part 3 of the Schedule (including such other individuals as may be added pursuant to Clause 5.2.7)]** are similarly bound to obtain and hold Firearm Certificates and shall provide to Forestry England in writing the name and address of any such person together with a copy of the said Certificate not less than seven working days prior to such person entering the Property and at any time thereafter upon request by Forestry England. In the event of a Firearm Certificate held by any of the aforementioned persons being revoked or not renewed by the police or another regulating authority then the Permit Holder shall immediately

EXAMPLE DEER CONTROL LICENCE CONTRACT

inform Forestry England.

- 5.2.2 The Permit Holder shall obtain and hold throughout the continuation of this Licence a Deer Stalking Certificate at level **2** as awarded by Deer Management Qualifications or equivalent qualification (e.g. SVQ/NVQ level 2 units C49 and C50 in Game and Wildlife Management) and shall be bound to produce such certificate or other evidence of equivalent qualification for inspection by Forestry England at or prior to the Commencement Date and at any time thereafter upon request by Forestry England. The Permit Holder shall ensure all persons exercising the rights hereby granted with the authority of the Permit Holder and endorsed by Forestry England are similarly bound to obtain and hold Deer Stalking Certificates level 2 or equivalent, and shall provide to Forestry England in writing the name and address of any such person together with a copy of the said Certificate not less than seven working days prior to the party entering the Property and at any time thereafter upon request by Forestry England. In the event of a Deer Stalking Certificate or equivalents held by any of the aforementioned persons being revoked or not renewed by the regulating authority then the Permit Holder shall immediately inform Forestry England.
- 5.2.3 Those individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7) may only exercise the rights hereby granted with the authority of the Permit Holder if they hold a Deer Stalking Certificate level 2 or equivalent award.
- 5.2.4 The Permit Holder and those individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7) will not be permitted to exercise the rights hereby granted until such time as a Skills Assessment has been undertaken and passed by the person concerned. Such Skills Assessment will normally be undertaken at or prior to the Commencement Date and will be arranged by Forestry England. The frequency of the Skills Assessments and the duration of the agreement for which each Skills Assessment covers will be advised by **the Wildlife Ranger Manager**. If a Skills Assessment has expired then the person concerned will not be permitted to exercise the rights hereby granted until such time as a new Skills Assessment is arranged.
- 5.2.5 The Permit Holder shall on each occasion give 24 hours notice by email, fax, telephone or text message to the Forest District Managers representative of his intention to exercise the rights hereby granted over any part of the Property stating the names of all participants, the approximate route and timetable and registration numbers of all vehicles to be used. The exact details regarding this will be discussed, agreed and noted in the pre-commencement meeting and reviewed as deemed necessary by Forestry England.
- 5.2.6 The Permit Holder and all individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7) shall when present on the Property carry and produce on demand to Forestry England, proof of identity and a map showing the boundaries of the Property as delineated on the Map.
- 5.2.7 No individuals other than those listed in Part 3 of the Schedule shall be permitted to exercise the rights hereby granted (in addition to the Permit Holder and with the authority of the Permit Holder) except with the prior written consent of Forestry England. Should the Permit Holder request changes to the individuals listed in Part 3 of the Schedule (whether by the removal of individuals(s), the addition of new individuals(s) or otherwise),

EXAMPLE DEER CONTROL LICENCE CONTRACT

any such change shall only be effective once Forestry England issues a confirmation letter to the Permit Holder with reference to Clause 5 of this Licence. Forestry England reserves the right to refuse or restrict the frequency and number of changes to individuals listed in Part 3 of the schedule. A final list of all individuals to be named on the licence must be received by Forestry England Head Office staff and District contract manager at least one week prior to the contract start date. Any changes made hereafter will be chargeable, as detailed in clause 5.2.8 of this Licence.

- 5.2.8 For the avoidance of doubt, the Permit Holder and all individuals listed in Part 3 of the Schedule are prohibited from offering, selling, gifting, loaning swapping or otherwise making available by any means any of the rights under this licence to any third party.

Any individual added to the individuals listed in Part 3 of the Schedule by virtue of this Clause 5.2.7 shall, for the purposes of this Licence, be regarded as if such individual had referred to in Part 3 of the Schedule as at the Commencement Date.

For the avoidance of doubt, any change to the individuals listed in Part 3 of the Schedule (whether by the removal of individual(s), the addition of new individual(s) or otherwise) out with the renewal period as stated by Forestry England offering letter, shall incur an administration fee of £200 (plus VAT thereon) at the instance of and payable to Forestry England.

- 5.2.9 For the avoidance of doubt, the rights hereby granted to and the obligations undertaken by the Permit Holder cannot be transferred or otherwise assigned or novated to any other person (including a person named in Part 3 of the Schedule) without the prior written agreement of Forestry England.

5.3 Access

- 5.3.1 Forestry England's policy is to allow public access on foot to all land owned by the Ministers and managed by Forestry England on behalf of the Ministers ("**Forestry England Land**") wherever possible. However access is not allowed when this would infringe upon any agreements or undertakings and is controlled where it conflicts with the management and protection of the forest. The Permit Holder along with all individuals listed in Part 3 of the Schedule shall observe Forestry England's policy on public access at all times. In particular the Permit Holder shall observe any specific permissions and consents relating to other activities occurring on or near any location where the rights hereby granted are being exercised and shall obey the written or verbal instructions of any Forestry England officer.

- 5.3.2 The Permit Holder recognises and accepts that there is permissive public access on foot, bicycle and horse to all Forestry England Land where Forestry England is empowered to grant it and that he owes a duty of care to the public and other users who may be encountered on the Property at any time.

- 5.3.3 Without prejudice to the provisions of Clause 5.3.1, the Permit Holder shall ensure that:

5.3.3.1 no vehicles enter the Property without the written consent of Forestry England other than a vehicle or vessel which has been constructed or adapted for use by a person who has a disability

EXAMPLE DEER CONTROL LICENCE CONTRACT

and which is being used by such a person in his exercise of the access rights conferred by the Countryside and Rights of Way Act 2000 and all and any other relevant legislation ***[and other than on the Authorised Access Routes]***;

- 5.3.3.2 all road going vehicles operated by or on behalf of the Permit Holder shall be in a roadworthy condition and suitable for the relevant road conditions and terrain and shall be driven or used only by competent personnel with all proper skill, care and attention and shall be driven at such speed as shall be prudent and reasonable in all the circumstances, having regard to (without limitation) the nature of the route and vehicular load, and prevailing weather and road conditions;
 - 5.3.3.3 all vehicles and/or equipment operated by or on behalf of the Permit Holder shall be in a safe and operable condition and, without prejudice to the foregoing, shall comply with and be operated in accordance with all applicable legal requirements;
 - 5.3.3.4 off road vehicles will only be permitted where there is a clear and demonstrable need, and only where the Permit Holder can provide evidence of the appropriate level of competence. All requests for off road authority must be made in writing to Forestry England along with the appropriate evidence of competence. Forestry England reserves the right to refuse or restrict any request for off road authority;
 - 5.3.3.5 every reasonable precaution shall be taken to prevent any avoidable damage being caused by the Permit Holder to the Authorised Access Routes used in connection with the provision and exercise of the rights hereby granted including, without prejudice to the generality of the foregoing, ensuring that they are not used after exceptionally heavy rains or during or after a thaw, until suitable for use without causing avoidable damage;
 - 5.3.3.6 the use of any machine or method of working operated by or on behalf of the Permit Holder which is causing or is likely to cause, in the opinion of Forestry England, avoidable damage to standing trees, any road, path, track or drain, or to other property, is stopped on request from Forestry England;
 - 5.3.3.7 the Authorised Access Routes and all roads in and around any work site (including, for the avoidance of doubt all public rights of way and access) are at all times kept free of obstructions resulting from the Permit Holder's operations which would prevent free flow of traffic except for a minimum of delay, except where agreement has been reached for temporary closure in connection with the exercise of the rights hereby granted or unless otherwise specifically agreed by Forestry England; and
 - 5.3.3.8 no watercourses are impeded as a result of the Permit Holder's operations and no unauthorised or unlawful discharges are made, as a result of the Permit Holder's operations, to any drains, sewers, controlled waters or other waters either in contravention of Environmental Law (as hereinafter defined) or which may cause damage to man, any living organism or the environment.
- 5.3.4 The Permit Holder must use Authorised Access Routes only (and may use

EXAMPLE DEER CONTROL LICENCE CONTRACT

such routes solely for the exercise of its rights under the Licence) and the Permit Holder must take every reasonable precaution to minimise damage to such Authorised Access Routes and restore all actual damage occasioned thereto. The use of such routes shall be at the Permit Holder's own risk and (save to the extent occasioned by the negligence of Forestry England or its employees) Forestry England shall not be liable for any damage or injury arising out of the Permit Holder's use of such routes. Forestry England gives no warranty that any such Authorised Access Routes will be usable by vehicles at any specified time.

5.4 Statutory Compliance

- 5.4.1 The Permit Holder shall ensure full compliance with all Health and Safety Law and other relevant legislation by the Permit Holder and the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7), in relation to any action taken by or on behalf of the Permit Holder and/or such individuals in the provision and exercise of the rights hereby granted taking place upon the Property, Authorised Access Routes or other Forestry England Land. In the event of any breaches of the statutory requirements or standards being committed by the Permit Holder or such individuals, Forestry England may inform the Permit Holder of the nature of the breach and of the remedial action which Forestry England requires to be taken and may specify the time within which such remedial action is to be taken. Failure to comply with such requirement within the time specified will be regarded as a material breach of the Licence.

5.5 Liability/Indemnity

- 5.5.1 The Permit Holder will indemnify Forestry England against any loss, cost, liability, injury, damage or expense occasioned by the act or default or omission of the Permit Holder or the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7), in the performance of the Licence or arising out of any breach of the Licence by the Permit Holder or such individual or out of any claim by a third party based on any facts which, if substantiated, would constitute such a breach.
- 5.5.2 The Permit Holder shall cause no damage or injury to the property of Forestry England or third parties, or injury to Forestry England's employees or third parties. Without prejudice to any other rights of Forestry England the Permit Holder shall be liable for any wilful, reckless or negligent damage due to any act or default of the Permit Holder or any of the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7), arising in any way in connection with the performance of the Licence and shall make good the same to the satisfaction of Forestry England within 14 Business Days of its occurrence.

5.6 Insurance

- 5.6.1 Throughout the term of the Licence, the Permit Holder shall, at its own expense, maintain insurance with an insurance company approved by Forestry England, in an amount of not less than £10,000,000 per claim (or for such higher sum as Forestry England may reasonably require), against all loss, damage and insurable risks of third party liability arising out of the acts or omissions, works, operations or processes pursuant to this Licence of the Permit Holder and each of the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause

EXAMPLE DEER CONTROL LICENCE CONTRACT

5.2.7) as Forestry England shall, in its sole discretion, determine (acting reasonably) and the Permit Holder shall pay or have paid all premiums and other monies necessary for said insurance.

5.6.2 Prior to the Commencement Date or (at the discretion of Forestry England) within a reasonable period after such date, and thereafter when so requested by Forestry England at any time, the Permit Holder shall produce to Forestry England the policy or policies of such insurance and the receipt(s) for the then current year's premium.

5.6.3 The Permit Holder shall not commit (and shall procure that none of the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7)) or permit any act or omission in connection with the exercise of the rights hereby granted or otherwise under or pursuant to this Licence which may render the policy or policies of insurance effected in accordance with this Clause 5.6 void or voidable.

6 Termination for breach and suspension

6.1 Forestry England shall be entitled by written notice to terminate this Licence with immediate effect (but without prejudice to Forestry England's other rights or remedies hereunder) if the Permit Holder commits a material breach of the terms of this Licence that is irremediable.

6.2 Forestry England shall be entitled to terminate this Licence on giving [one month's] written notice to the Permit Holder in the event that a remediable breach of any term of this Licence (not being a breach referred to in Clause 6.3 below) is committed by the Permit Holder and not remedied within such reasonable period as shall be specified by Forestry England by written notice served on the Permit Holder, or if (in Forestry England's reasonable opinion) there is a persistent repetition of remediable breach by the Permit Holder. A remediable breach is one where the Permit Holder can comply with the provision in question in all respects other than as to the time of performance.

6.3 Forestry England shall be entitled to terminate this Licence with immediate effect (but without prejudice to Forestry England's rights and claims hereunder) by written notice to the Permit Holder if:

6.3.1 The Permit Holder becomes insolvent or apparently insolvent or is sequestrated or makes any assignation to the benefit of creditors or enters into an agreement or makes any arrangements with the creditors for liquidation of the debts of the Permit Holder by composition or otherwise or if the Permit Holder suffers any diligence to be enforced against him or his property; or

6.3.2 The Permit Holder or any of the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7), does or fails to do anything which brings or might reasonably be expected to bring into disrepute Forestry England, its officers, employees, clients or suppliers (including, but not limited to committing an act of fraud or dishonesty or violence whether or not connected with the exercise of the rights hereby granted).

6.4 Without prejudice to the preceding provisions of this clause and without prejudice to Forestry England's other rights or remedies under this Licence, in the event that Forestry England becomes aware of any breach of Health and Safety Law by the Permit Holder or any of the individuals listed in Part 3 of the Schedule (and such other individuals as may be added pursuant to Clause 5.2.7), Forestry England may by notice in writing to the Permit Holder suspend the further performance of this

EXAMPLE DEER CONTROL LICENCE CONTRACT

Licence until such time as it has investigated such breach. Following such investigation, and without prejudice to Forestry England's other rights and remedies under this Licence, Forestry England may (if applicable) exercise its rights to terminate this Licence pursuant to this Clause 6 or may, by a further notice in writing, require the Permit Holder to perform the Licence insofar as then remaining unperformed.

7 Miscellaneous Provisions

- 7.1 Nothing in this Licence shall prevent or be deemed to prevent Forestry England and others having their authority the right which may be exercised concurrently with the exercise of the rights hereby granted by the Permit Holder, to kill and take all animals which Forestry England considers may become a source of injury to any woods, plantations, crops, pasturage or other habitats belonging to Forestry England, their tenants or neighbours and to kill and take birds and animals not listed in Part 1 of the Schedule, specifically to control animals in Part 1 of the Schedule if Forestry England considers the Permit Holder is unable to cull the number, species and sex of deer specified by Forestry England in Part 1 of the Schedule (or as specified in any amendment of the Minute) annually or unacceptable damage is occurring as defined in the Minute upon giving notice to the Permit Holder of his intention to do so. Forestry England also reserves to themselves and all persons authorised by them and without any liability for payment or compensation, to execute all such works and do all such acts and things as in their opinion may be necessary or desirable in due course of agriculture or forestry or for any of Forestry England's purposes including but without prejudice to the generality the culling of deer, the right to plant, maintain or fell trees in any density on the Property and the right to erect houses and other buildings.
- 7.2 The rights hereby granted are subject to the rights of all other persons in occupation of the Property as tenants of Forestry England or otherwise authorised by Forestry England to use the Property for any legitimate purpose.
- 7.3 Forestry England reserves the right to refuse permission to persons other than the Permit Holder to exercise the rights hereby granted on the Property.

8 Definitions

In this Licence, the following words and expressions shall have the meanings respectively ascribed to them:

- 8.1 "Pre-Commencement Meeting" means a recorded meeting between Forestry England and the Permit Holder (conducted prior to the Commencement Date or any Extension Date, as appropriate) to agree working methods for the Property and the conduct of the rights granted and obligations undertaken in terms of this Licence, including deer management, to ensure that both parties are aware of such agreed working methods and all attendant health and safety, environmental, conservation and local requirements;
- 8.2 "Risk Assessment" means a risk assessment of the Property following a site visit between Forestry England and the Permit Holder where all known hazards associated with the Property are disclosed to the Permit Holder and recorded on a Hazard Constraints Map;
- 8.3 "Notifiable Diseases" means any disease named in Section 88 of the Animal Health Act 1981 or pursuant to an Order made under such Act;
- 8.4 "Minute" means the formal written record of the Pre-Commencement Meeting (or, in substitution therefore, any subsequent meeting between Forestry England and the Permit Holder to agree working methods for the Property and the conduct of the

EXAMPLE DEER CONTROL LICENCE CONTRACT

rights granted and obligations undertaken in terms of this Licence, including deer management);

- 8.5 “Environmental Law” shall mean the Public Health Act 1984, the Control of Pollution Act 1974, the Environmental Damage and Liability Regulations 2009 the Food and Environmental Protection Act 1985, the Water Act 1989, the Natural Environment and Rural Communities Act 2006,, the Environmental Protection Act 1990, the Clean Air Act 1993, the Radioactive Substances Act 1993, the Environmental Act 1995 and all other current and/or previous and/or future primary and secondary legislation relating to health, safety and environmental matters and all codes of practice, official circulars and guidance notes made there under or issued in relation thereto having force of law;
- 8.6 “Work Sites” means any subjects (whether within or outwith the Property) on which Forestry England or any person authorised by Forestry England is carrying out any work or other, similar activity.

Signed on behalf of Forestry England

Name.....

Position:.....

Signature:

Date:

By signing this document you agree to such disclosure by Forestry England to other users.

I accept these conditions and enclose the payment of £[] for the rights granted.

Name:

Signature:

Date:

Please sign and return both copies of this licence together with your remittance, to the Forest District Manager before []

EXAMPLE DEER CONTROL LICENCE CONTRACT

This is the Schedule referred to in the foregoing Licence between The Forestry England and []

Part 1

Deer that the Permit Holder may shoot and take away (subject to statutory provisions and protection).

[Fallow Deer]

[Sika Deer]

[Red Deer]

[Roe Deer]

[Muntjac Deer]

[Chinese Water Deer]

EXAMPLE

EXAMPLE DEER CONTROL LICENCE CONTRACT

Part 2

Species	Sex	Number
---------	-----	--------

Minimum Annual Cull

EXAMPLE

EXAMPLE DEER CONTROL LICENCE CONTRACT

Part 3

Individuals authorised by the Permit Holder (and Forestry England) to exercise the rights granted to the Permit Holder in terms of the foregoing Licence

Name

Address

Email:

Contact Telephone Number:

EXAMPLE

EXAMPLE DEER CONTROL LICENCE CONTRACT

Part 4

Restrictions reservations and conditions relating to the exercise of the licence

EXAMPLE