

TRAIL HUNTING AGREEMENT 2019 -2021

between

**FORESTRY COMMISSION acting through Forestry England
(hereinafter referred to as Forestry England)**

and

**THE MASTERS OF FOX HOUNDS ASSOCIATION
(hereinafter called the Association)**

1. The following are the terms and conditions whereby the Association and its registered Hunts may have access to Forestry England land for the purposes of trail hunting.
2. This agreement applies only to those Hunts that are registered with the Association.
3. Applications by the Association and its Registered Hunts for permission to use Forestry England land for trail hunting will be made in writing to the Forest Management Director in whose area the Hunt wishes to operate. A hunt may only apply to operate within its own Hunt boundaries.
4. Areas recognised as traditional former foxhunting areas will remain as they were at the cessation of fox hunting. The granting of trail hunting permissions will have no relevance whatsoever to determining traditional foxhunting areas if this may be required in the future.
5. The decision as to whether a licence can be granted in the areas requested rests entirely with the Forest Management Director. They will take into account the suitability of the land, the other Forestry England management and recreation priorities, and the particular needs of the Hunt.

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6. The Association shall ensure that Hunt servants carry identification and present it for inspection if requested by a Forestry England employee. All Hunts authorised to operate over Forestry England land under the terms of this agreement will at all times adhere to the Constitution and Code of Conduct of the Association, except as they may be expressly varied by the permission appended and forming part of this agreement.
7. The Association shall ensure that the Licensee will pay compensation or make good to the Forest Management Director's satisfaction all damage to Forestry England property caused by the exercise of any permission issued under this agreement. The Licensee will clear all equipment and litter brought onto Forestry England land by the Licensee, Hunt participants and spectators, to the satisfaction of the Forest Management Director.
8. The Association shall ensure that each Licensee will indemnify Forestry England against all claims arising from any loss or damage, injury or death to participants, followers, spectators, Forestry England employees or any third parties arising from the use of Forestry England land for the Hunt's meet card or fixture list events.
9. The Association shall ensure that each Licensee will maintain an insurance policy for an amount of not less than £5 million in respect of any one claim with a reputable insurer for the duration of the permission. The amount of such insurance shall not limit the liability of the Hunt to the Forestry England. The Master will produce the said insurance certificate and receipt for the premium paid, on request from the Forestry England.
10. The Association shall ensure that each Licensee provides Forestry England with the names and addresses in writing of all the Hunt contact not less than 14 days before the first meet or fixture. This should include a named person with a mobile phone contact who will be the responsible person for the hunt during the exercise of the right granted under any licence. The Association will ensure that each Licensee provides notification of changes, in writing, to Forestry England, one week in advance of any meet or fixture for which a new Hunt servant will act on Forestry England land.
11. The Association will ensure that Licensees do their utmost to restrict hunting close to the boundary of any private dwellings within the forest or on the boundaries of Forestry England land, where these areas are not specifically excluded under the terms of the permission.
12. The Licensee will ensure that members and followers are fully aware of the terms of this permission, in order to minimise disturbance and damage to Forestry England land and disturbance to other legitimate users, neighbours and their

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animals. The Licensee will also take appropriate steps to limit the number of followers, whether on foot, horse back or in vehicles, to a reasonable number in order to avoid such disturbance or damage. Vehicles must not be parked in gateways, or taken off the public highway onto Forestry England land without express permission of the Forest Management Director.

13. A charge for any permission issued under this agreement will be made in accordance with Appendix 1 appended and forming part of this agreement.
14. It may be necessary to apply restrictions to trail hunting over parts of the forest at certain times in order to protect particular forest operational or other interests. The Forest Management Director will supply details of the land on which hunting may take place in accordance with Schedules I-VII of the attached permission. The Schedules will specify any restrictions that are to be imposed. In particular the recreation sites, as described in the maps in Schedules I-VII in the attached permission, are excluded from the areas in which trail hunting is permitted. The Forest Management Director may at his discretion and by advance notice to the Licensee, deny access to any of the land described in Schedules I-VII.
15. If Forestry England's tenants and/or landlords or other persons having an interest in the land are likely to be affected by the activities of the Hunt, or their permission is required, then arrangements to obtain this permission will be made by the Master. The Forestry England will give the Master the names and addresses of those persons likely to be affected.
16. The scent used may be chemical or animal based. Under no circumstances should a carcass or part of one be used as the scent.
17. If hounds are to be given a 'reward' at the end of the line under no circumstances should it be a wild animal carcass i.e. fox.
18. The form of permission that will be issued to the Hunts under this agreement is attached at Appendix 2.
19. Forestry England will undertake monitoring of the activities of the Hunts. From time to time Forestry England will appoint officers to attend meets or fixtures, in order to ensure compliance with the terms of this agreement, associated permissions and the Commission byelaws. The Licensee will ensure that full co-operation is provided to the appointed officer. In the event of non-compliance Forestry England will take 'red card' and 'yellow card' action described in appendix 2 clause 27 of the agreement and will refer the issue to the Association for it to take additional action if necessary. Appropriate action may include immediate suspension or revocation of the permission to hunt. The decision of the

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Forest Management Director as to whether a condition of this agreement or any permission has been broken will be final.

20. In the event of a proven breach Forestry England reserves the right to recover its costs of time investigated. Costs will be calculated with reference to the most up to date published Agency Rates for staff applicable on the date of the breach. Rates relevant at the date of the agreement will be set out in Schedule VIII of the permission.
21. An access only agreement is available to hunts who simply wish to cross identified FC land to access other land. Hounds must be under close control and the routes and dates clearly identified. The agreement is attached at Appendix 3.
22. This agreement will be for a period of two years from 1st September 2019 unless terminated as provided below.
23. The Association agrees to meet after the first season to review the monitoring results of the 19/20 season. This meeting shall take place before 31st July 2020.
24. Either party reserves the right to revoke this agreement by giving one month's notice in writing. No refund of any fee paid in accordance with Clause 13 will be payable to the hunt or Association where the agreement is revoked. Where the fee is in arrears the hunt will remain liable to pay the amount due.
25. All permissions granted under this agreement shall terminate at the expiry or termination of this agreement. The Licensee will be required to provide the necessary information prior to each season and to pay the relevant annual charge prior to the exercise of any rights granted in the licence. No refund of any fee paid in accordance with Clause 13 will be payable.
26. The expiry or termination of this agreement and of permissions under it shall not affect any rights or liabilities of the parties in respect of any act or omission before the date of expiry or termination.

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28. Forestry England may be obliged to release copies of this agreement and any written information it holds under the Freedom of Information Act. A list of hunt dates, hunt names and locations of hunts will be published on the Forestry England website. A template copy of the agreement may be published at a future date.

Signed.....

Date.....

For and on behalf of the Masters of Fox Hounds Association

Signed.....

Date.....

For and on behalf of Forestry Commission

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APPENDIX 1

CHARGES FOR THE USE OF FORESTRY ENGLAND LAND FOR THE PURPOSES OF TRAIL HUNTING

1. For each season of this agreement the charge for a permission to use Trail Hunt on Forestry England land will be set at:

£326 (Exempt from VAT, unless we have opted to tax the area in question) per annum up to a maximum of three hunts.

£527 (Exempt from VAT, unless we have opted to tax the area in question) per annum up to a maximum of six hunts.

£801 (Exempt from VAT, unless we have opted to tax the area in question) per annum up to a maximum of nine hunts.

£1,059 (Exempt from VAT, unless we have opted to tax the area in question) per annum up to a maximum of twelve hunts.

2. Additional charges may be incurred where any additional administration is encountered or where special conditions are requested by the hunt. The conditions and the charge will be agreed with the Forest Management Director in advance of the hunt.
3. Forest Management Directors will have the discretion to hold the lower level of charging of £326 only where the use of Forestry England's estate is minimal in the days hunting. For example if the less than 10% of the days hunting is on Forestry England's estate, then the £326 charge could be held for say 6 meets.

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APPENDIX 2

TO BE USED IN CONJUNCTION WITH THE MASTER AGREEMENT

Addressee:

Forest District Reference:

PERMISSION FOR A MFHA HUNT TO TRAILHUNT ON FORESTRY ENGLAND LAND

- Permission is given to the Hunt (Licensee) its officials and participants in accordance with the terms and conditions below, to enter the land specified in Schedules I to IV hereto for the purpose of trail hunting between the dates of and The Permission is restricted to the places and dates in Schedule V. There may be no variation without the express written prior agreement of the Forest Management Director that may not be automatically forthcoming.
- This permission extends to Hunt servants and the Field in accordance with condition 4 below.
- Either party may terminate this permission at any time by giving one month's notice in writing at The expiry or termination of this permission shall not entitle the Licensee to the refund of any part of the fee referred to in Condition 1 below. Nor affect any rights or liabilities of Forestry England or the Licensee in respect of any act or omission before the date of expiry or termination.

Conditions

1. The Licensee has paid to Forestry England the sum of £..... (the charge) for the permission. Cheques to be made payable to Forestry England.
2. The Licensee shall use his best endeavours to ensure compliance with any requirements imposed by the latest Agreement for the time being in force between the Forestry England and the Master of Fox Hounds Association (MFHA).
3. The Licensee is and will remain at the time of any entry under this permission, the Licensee of a hunt registered with the MFHA. Any reference in this permission to a hunt, hunt officials and participants, and other expressions relating to hunting, shall be construed as relating to such a hunt.

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4. The Licensee with his Hunt servants and the Field mounted or on foot with hounds, may enter the land shown on the attached Schedule I to trail with hounds.
5. Only the Licensee with his Hunt servants may enter the land shown in the attached Schedule II and only to retrieve the hounds.
6. On the land listed in Schedule III the mounted Field shall use only those routes which have previously been agreed between the Licensee and the Forest Management Director.
7. Only the Licensee and his Hunt servants with hounds may enter the land listed in Schedule IV.
8. The Forest Management Director may at his discretion and by advance notice to the Licensee, deny the Hunt access to any of the land described in Schedules I-IV.
9. The Licensee shall agree all dates of hunting in FC woodlands with the Forest Management Director not less than four weeks in advance of the first meet or fixture in each season (Schedule V). The Licensee shall give not less than one week's notice in advance in writing of any proposed revisions. Immediate notice should be given of cancellations.
10. The Licensee will provide the names and addresses in writing of all the Hunt contact to Forestry England, not less than 14 days in advance of the first fixture (Schedule V). The Master shall give not less than one week's notice in advance in writing of any proposed revisions. This should also include an appropriate risk assessment for the trail hunting activities.
11. The Licensee will pay compensation or make good to the Forest Management Director's satisfaction all damage to Forestry England property caused by the exercise of this permission. The Licensee will clear all equipment and litter brought onto Forestry England land by the Licensee, Hunt participants and followers, to the satisfaction of the Forest Management Director.
12. The Licensee will indemnify Forestry England against all claims arising from any loss or damage, or injury or death to participants, followers, Forestry England employees and any third parties arising from the exercise of this permission. The Licensee will during the period of this permission maintain an insurance policy with a reputable insurance company to an amount of not less than £5 million in respect of any one claim. The amount of such insurance shall not limit the liability of the Licensee to Forestry England. The Licensee will produce the said insurance certificate and receipt for the premium paid not less than 14 days in advance of the first fixture.

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13. The Licensee will use his best endeavours to ensure that adequate and proper arrangements are made to the satisfaction of the Forest Management Director to protect the safety of participants, followers, Forestry England employees and all others likely to be within the vicinity of a Hunt. This could include:
 - the erection of warning notices
 - marshalling to ensure the safety of spectators and other people in the vicinity of a Hunt
 - such mitigation proposal should be recorded in the risk assessment provided under clause 10
14. The Licensee will use his best endeavours to restrict hunting close to the boundaries of any private dwellings within the forest or on the boundaries of Forestry England land, where these areas are not specifically excluded as per Condition 4.
15. If any of Forestry England's tenants and/or landlords or other persons having an interest in the land is likely to be affected by the exercise of this permission, then the Licensee will inform all those persons identified.
16. If their permission is required the Licensee will obtain permission. Forestry England will give the Licensee the names and addresses of those persons likely to be affected, as per Schedule VI appended to this permission.
17. This notification will be given by the Licensee to those concerned not less than 14 days prior to the date of the first meet or fixture.
18. The Forest Management Director will ensure that all holders of a contract to provide services to or purchase goods from Forestry England on the land affected by this permission are notified of the permission and the approved areas to be used. All holders of a contract to provide services to or purchase goods from Forestry England are required to notify any sub-contractors and their respective employees are notified of the permission and the approved areas to be used. The Forest Management Director will ensure that all forest district staff are notified of the permission.
19. The Licensee will use his best endeavours to ensure that the Commission Byelaws are observed, except as expressly authorised by this agreement. A copy of the Byelaws may be obtained from the Forest Management Director. In particular the Licensee will ensure:
 - 19.1 there is no smoking or the lighting of fires
 - 19.2 all gates are left in the position as found
 - 19.3 no firearms

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- 19.4 do not enter any area, including active harvesting sites, which there is displayed a notice prohibiting entry
- 19.5 reasonable care is taken to prevent disturbance to agricultural livestock
- 19.6 no dogs for which he is responsible, worry or chase any bird or animal
- 19.7 full compliance with any instructions issued by the Forest Management Director or his authorised representative, as attached in Schedule VII appended to this permission, or given verbally.
20. No motor or mechanically propelled vehicles associated with the Hunt shall enter Forestry England land other than two authorised by the Forest Management Director. The registration number of each vehicle will be notified by the Master to the Forest Management Director not less than 7 days in advance of any meet or fixture:
- 20.1 The maximum speed limit of forest roads is 15 mph and quad bike rides must wear helmets and high visibility jackets or waistcoats.
21. The scent used may be chemical or animal based. Under no circumstances should a carcass or part of one be used as the scent.
22. If hounds are to be given a 'reward' at the end of the line under no circumstances should it be a wild animal carcass i.e. fox.
23. It is strongly recommended that no more than 10 couples of hounds are used. If loss of control is experienced, the District Manager will have the right to restrict the number of couples that may be taken out.
24. The Licensee shall immediately call off hounds in the event of them starting to hunt any wild animals.
25. The Licensee and Hunt servants will ensure that members and followers are fully aware of the terms of this permission, in order to minimise disturbance and damage to Forestry England land and disturbance to other legitimate users, neighbours and their animals. The Licensee and Hunt servants will also take appropriate steps to limit the number of followers, whether on foot, horse back or in vehicles, to a reasonable number in order to avoid such disturbance or damage. Vehicles will not be parked in gateways.
26. The Licensee will submit a written report to the Forest Management Director within 7 days of a fixture where:
- There has been interaction with members of the public
 - There has been any accident involving any participant, follower, Forestry England employee or third party
 - There has been an accidental kill of any animal.

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- Vehicles not approved under Clause 20 have been reported on Forestry England land.
 - Any Hunt Servants, Field or follower have entered an active work site without consent.
27. Forestry England will undertake monitoring of the activities of the Hunts. From time to time Forestry England will appoint officers to attend meets or fixtures, in order to ensure compliance with the terms of this agreement, associated permissions and the Commission byelaws. The Licensee will ensure that full co-operation is provided to the appointed officer. In the event of non-compliance Forestry England will take ‘red card’ and ‘yellow card’ action and will refer the issue to the Association for it to take additional action if necessary. The decision of the Forest Management Director as to whether a condition of this agreement or any permission has been broken will be final:
- Clauses 8, 12, 19.3, 19.4 and 20.1 will be considered ‘red card’ breaches and dates granted under this permission will be revoked if there is a proven breach.
 - All other clauses will be considered ‘yellow card’ breaches - two proven breaches and dates granted under this permission will be revoked.
28. In the event of a proven breach of this licence, Forestry England reserves the right to recover its costs of time investigated. Costs will be calculated with reference to the most up to date published Agency Rates for staff applicable on the date of the breach. Rates relevant at the date of this agreement are set out in Schedule VIII.
29. Forestry England may be obliged to release copies of this agreement and any written information it holds under the Freedom of Information Act. A list of hunt dates, hunt names and locations of hunts will be published on the Forestry England website. A template copy of the agreement may be published at a future date.
30. Forestry England may share the personal and contact information of the lead licensee holder with other permit holders or businesses operating in the forest. This will only ever be shared to ensure that you are notified of activity happening in the forest which may impact upon the permissions you have, and will be done to ensure public safety on Forestry England land. This is an essential element of safely managing permits in the forest.
31. In the interests of safety Forestry England strongly recommends that you carry a mobile phone and first aid kit and leave details of the mobile number, route and expected return time with a friend, relative or responsible person.
32. I accept the foregoing conditions and agree to pay the charge specified at.....

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Signed Date.....
Licensee

Signed Date.....
Forest Management Director

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SCHEDULE I

FORESTRY ENGLAND LAND WHERE THE LICENSEE WITH HIS HUNT SERVANTS AND THE FIELD MOUNTED OR ON FOOT WITH HOUNDS MAY ENTER

SCHEDULE II

FORESTRY ENGLAND LAND WHERE ONLY THE LICENSEE WITH HIS HUNT SERVANTS MAY ENTER AND ONLY TO CALL OFF THE HOUNDS

SCHEDULE III

FORESTRY ENGLAND LAND WHERE ONLY THOSE ROUTES AGREED WITH THE FOREST MANAGEMENT DIRECTOR MAY BE USED FOR BOTH THE LAYING OF THE SCENT AND THE FOLLOWING FIELD

SCHEDULE IV

FORESTRY ENGLAND LAND WHERE ONLY THE LICENSEE AND HIS HUNT SERVANTS WITH HOUNDS MAY ENTER

SCHEDULE V

DATES AND PLACES WHEN THE LICENSEE IS PERMITTED TO ENTER FORESTRY ENGLAND LAND IN THE EXERCISE OF THIS PERMISSION

SCHEDULE VI

NAMES AND ADDRESSES OF THOSE PEOPLE WHO ARE LIKELY TO BE AFFECTED BY THE EXERCISE OF THIS PERMISSION

SCHEDULE VII

SPECIAL TERMS AND CONDITIONS IMPOSED BY THE FOREST MANAGEMENT DIRECTOR

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SCHEDULE VIII

AGENCY RATES, AS AT 1 APRIL 2018, FOR THE COST RECOVERY FOLLOWING BREACH OF LICENCE

<u>Grade</u>	<u>£ per day</u>
SSG	761
PB1	664
PB2	543
PB3	428
PB4	350
PB5Ops	320
PB5	269
PB6aOps	285
PB6a	242
PB6b	206
PB7	171

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APPENDIX 3

TO BE USED IN CONJUNCTION WITH THE MASTER AGREEMENT

Addressee:

Forest District Reference:

PERMISSION FOR A MFHA HUNT TO GAIN ACCESS THROUGH FORESTRY ENGLAND LAND

- Permission is given to the Hunt (Licensee) its officials and participants in accordance with the terms and conditions below, to enter the land specified for the purpose of through access only between the dates of and

Conditions

1. The Licensee has paid to Forestry England the sum of £57 (exempt from VAT) the charge) for the permission. Cheques to be made payable to the Forestry England.
2. The Licensee with his Hunt servants and the Field mounted or on foot with hounds under close control may cross Forestry England's land on the routes identified on the attached plan.
3. The Licensee shall agree all dates of access not less than four weeks in advance of the first meet or fixture in each season .The Licensee shall give not less than one week's notice in advance in writing of any proposed revisions with a named Hunt contact for the meet or fixture including mobile contact and an appropriate Risk Assessment for the activity is to be provided. Immediate notice should be given of cancellations.
4. The Licensee will pay compensation or make good to the Forest Management Director's satisfaction all damage to Forestry England property caused by the exercise of this permission. The Licensee will clear all equipment and litter brought onto Forestry England land by the Licensee, Hunt participants and followers, to the satisfaction of the Forest Management Director.
5. In the event of a proven breach of this licence, Forestry England reserves the right to recover its costs of time investigated. Costs will be calculated with reference to the most up to date published Agency Rates for staff applicable on the date of the breach. Current Agency rates, as at 1 April 2018, are-

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Daily rates for work carried out by supervisory grades, calculated using average salaries

<u>Grade</u>	<u>£ per day</u>
SSG	761
PB1	664
PB2	543
PB3	428
PB4	350
PB5Ops	320
PB5	269
PB6aOps	285
PB6a	242
PB6b	206
PB7	171

6. The Licensee will indemnify Forestry England against all claims arising from any loss or damage, or injury or death to participants, followers, Forestry England employees and any third parties arising from the exercise of this permission. The Licensee will during the period of this permission maintain an insurance policy with a reputable insurance company to an amount of not less than £5 million in respect of any one claim. The amount of such insurance shall not limit the liability of the Licensee to Forestry England. The Licensee will produce the said insurance certificate and receipt for the premium paid not less than 14 days in advance of the first fixture
7. The Forest Management Director will ensure that all holders of a contract to provide services to or purchase goods from Forestry England on the land affected by this permission are notified of the permission and the approved areas to be used. All holders of a contract to provide services to or purchase goods from Forestry England are required to notify any sub-contractors and their respective employees are notified of the permission and the approved areas to be used. The Forest Management Director will ensure that all forest district staff are notified of the permission.
8. No motor vehicles associated with the Hunt shall enter Forestry England land other than two authorised by the Forest Management Director. The registration number of each vehicle will be notified by the Master to the Forest Management Director not less than 7 days in advance of any meet or fixture.

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- 8.1 The maximum speed limit of forest roads is 15 mph and quad bike rides must wear helmets and high visibility jackets or waistcoats.
9. The Licensee and Hunt servants will ensure that members and followers are fully aware of the terms of this permission, in order to minimise disturbance and damage to Forestry England land and disturbance to other legitimate users, neighbours and their animals. The Licensee and Hunt servants will also take appropriate steps to limit the number of followers, whether on foot, horse back or in vehicles, to a reasonable number in order to avoid such disturbance or damage. Vehicles will not be parked in gateways.
10. The Licensee will submit a written report to the Forest Management Director within 7 days of a fixture where:
- There has been interaction with members of the public
 - There has been any accident involving any participant, follower, Forestry England employee or third party
 - There has been an accidental kill of any animal.
 - Vehicles not approved under Clause 8 have been reported on Forestry England land.
 - Any Hunt Servants, Field or follower have entered an active work site without consent.
11. The Licensee will use his best endeavours to ensure that the Commission Byelaws are observed, except as expressly authorised by this agreement. A copy of the Byelaws may be obtained from the Forest Management Director. In particular the Licensee will ensure:
- 11.1 there is no smoking or the lighting of fires
- 11.2 all gates are left in the position as found
- 11.3 no firearms
- 11.4 do not enter any area, including active harvesting sites, which there is displayed a notice prohibiting entry
- 11.5 reasonable care is taken to prevent disturbance to agricultural livestock
- 11.6 no dogs for which he is responsible, worry or chase any bird or animal
- 11.7 full compliance with any instructions issued by the Forest Management Director or his authorised representative, appended to this permission, or given verbally.
12. Forestry England will undertake monitoring of the activities of the Hunts. From time to time Forestry England will appoint officers to attend meets or fixtures, in order to ensure compliance with the terms of this agreement, associated permissions and the Commission byelaws. The Licensee will ensure that full co-operation is provided to the appointed officer. In the event of non-compliance

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Forestry England will take 'red card' and 'yellow card' action and will refer the issue to the Association for it to take additional action if necessary. The decision of the Forest Management Director as to whether a condition of this agreement or any permission has been broken will be final:

- Clauses 6,8.1, 11.3 and 11.4 will be considered 'red card' breaches and dates granted under this permission will be revoked if there is a proven breach.
- All other clauses will be considered 'yellow card' breaches - two proven breaches and dates granted under this permission will be revoked.

13. Forestry England may be obliged to release copies of this agreement and any written information it holds under the Freedom of Information Act. A list of hunt dates, hunt names and locations of hunts will be published on the Forestry England website. A template copy of the agreement may be published at a future date.

14. Either party may terminate this permission at any time by giving one month's notice in writing.

15. Forestry England may share the personal and contact information of the lead licensee holder with other permit holders or businesses operating in the forest. This will only ever be shared to ensure that you are notified of activity happening in the forest which may impact upon the permissions you have, and will be done to ensure public safety on Forestry England land. This is an essential element of safely managing permits in the forest.

I accept the foregoing conditions and agree to pay the charge specified at
.....

Signed Date.....
Licensee

Signed Date.....
Forest Management Director