



TO BE USED IN CONJUNCTION WITH THE MASTER AGREEMENT

Covid-19 - update September 2020

This Permission must be managed in conjunction with and in accordance with legislative changes, National Government and local lockdown guidelines supplemented with Forestry England's coronavirus guidance.

Current public health regulations are covered by The Health Protection (Coronavirus, Restrictions) (No. 2) (England) (Amendment) (No. 4) Regulations 2020 and any amendments would supersede this policy. Regular reference should be made to the Regulations to ensure the most up to date regulations are being followed.

Trail hunting is an exempt activity from the regulations which provides for participant numbers limited to 30, which includes the Licensee, Hunt servants, Field and foot member followers, with an appropriate risk assessment and a Covid-19 Secure environment being implemented for the participants and members of the public who they may interact with. If these requirements cannot be fulfilled they do not meet the requirements of the exemptions and the maximum number of participants is 6.

Covid-19 secure measures and Covid-19 referenced risk assessments must be provided in advance of any trail hunting activities, and must include, but not limited to, social distancing, no 'Meets' or gatherings of the field and their dispersal plans, face coverings, ill health procedures, participation guidance, track and trace measures with records kept for 21 days. Any person participating who is found to test positive for Covid-19 must be notified to us.

This Permission is subject to Government regulations and local lockdowns which may result in dates agreed at the start of this permission being revoked.

NO refunds or change of dates will be granted if this permission is partially or fully revoked due to Government regulations or local/ national lockdowns.

Hunts are responsible for ensuring that there are no Government or local guideline amendments that are in place for the area they intend to trail hunt over before they proceed with their day.

Permission to enter an area lies with the Forest Management Director, who's decision is final, especially where there are concerns with regards to the provision of a Covid-19 secure environment for the participants and general public.

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.
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.
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 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;
 - 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.
 - 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 of the permission will be considered ‘red card’ breaches and dates granted under this permission will be revoked, at the discretion of the Forest Management Director, if there is a proven breach.
 - All other clauses of the permission will be considered ‘yellow card’ breaches. The Forest Management Director may, at his discretion, withdraw any or all dates if yellow card offences are repeatedly committed by a hunt.
28. In the event of a proven breach of this permission, 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. The Commission may revoke and terminate this Permission immediately in the event that the Licensee is not of good character, does not have the necessary qualifications, competence, skills and experience necessary to operate a Hunt in compliance with all of the obligations contained within this Permission. The Licensee must be capable of performing all tasks intrinsic to the discharge of its obligations under this Permission by reason of capacity and health. The Licensee must not be privy to or have facilitated any serious misconduct or mismanagement in relation to any previous Hunt and in the event that the Licensee is charged with any criminal convictions, whether related to the activities permitted by this Permission or any other misconduct, the Licensee will immediately be deemed not to meet the standards set out in this clause and the Commission may bring this Permission to an end immediately on notice being given to the Licensee, such notice to be either verbal or in writing.
32. 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.
33. I accept the foregoing conditions and agree to pay the charge specified at.....

Signed Date.....
Licensee

Signed Date.....
Forest Management Director

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

SCHEDULE VIII

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

<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