

Game Hunting Licence- Rough Shooting

For the rough shooting of wild game and other quarry species

(Revised 6th April '06)

SAMPLE COPY

This Licence (Licence Number []) agreed the [] day of

[] [] between **COILLTE TEORANTA** having its registered office at :-

Dublin Road, Newtownmountkennedy, Co Wicklow (hereinafter called "the Licensor") of the one part

and [] of []

[]

[]

(hereinafter called " the Licensee" which expression shall where the context so admits or requires, include all holders of annual permits as hereinafter defined) of the other part.

WHEREBY it is agreed as follows :-

1. The Licensor **hereby grants** unto the Licensee the licence and authority to enter upon the lands specified in the First Schedule hereto (hereinafter called "the Lands" during and for the period specified in the Second Schedule hereto for the use only specified in the in the Third Schedule hereto and **subject** to the terms and Conditions hereinafter set forth and to the Special Conditions (if any) set out in the Seventh Schedule hereto.

Notwithstanding anything contained in the terms or the conditions of this Agreement, where there is a conflict between the terms and conditions and the Special Conditions, the Special Conditions as set out in Seventh Schedule shall prevail.

2. The Licensor and the Licensee shall appoint the persons named in the First Schedule hereto liase with each other on all matters pertaining to this agreement.
3. Any notice required to be given by either party under the terms of this agreement shall (save as otherwise provided) be given by delivery by registered letter or facsimile (confirmed by registered letter) addressed to the party for whom it was intended at its last known address. Every notice shall be deemed to have been received and given at the time of delivery and if sent by registered letter when in the ordinary course of transmission it should have been delivered to the address to which it was sent or within 72 hours after the date of such notice whichever is earlier.
4. The licensor makes no representation or warranty as to suitability of the lands for the use specified in the Third Schedule hereto or for any use by the licensee howsoever arising.
5. i) The Licensor's use and enjoyment of its property, of which the lands form part, and all its undertakings on its property, whether carried on by it or persons authorised directly or indirectly by it, shall take precedence over the use authorised by this licence and the licensee shall not be entitled to exclusive possession or occupation of the lands or any part of them for any purpose or be entitled to make any claim to or for compensation in respect of interference with its use thereof.

ii) The Licensor may from time to time prohibit at its absolute discretion, the activities permitted under this Licence or the use of any part of the lands to which the Licence applies as it may

specify in writing to the Licensee **PROVIDED ALWAYS** that the Licensor shall notify the Licensee of any restriction under this part of the agreement as soon as the Licensee shall request agreement with the Licensor of its intention to exercise its rights under the agreement under clause 16 (j) thereof.

iii) The licensor may, by notice in writing to the Licensee, add to or vary the conditions and obligations contained under the Agreement from time to time, as it may consider reasonable for the protection of its property and the good management of the lands.

6. Concurrent rights

Notwithstanding this Agreement the Licensor (and others having their authority) reserves the right which may be exercised concurrently with the rights under this licence, and without prior notice to the licensee, to control, kill and take all animals (including deer) which they consider may become a source of injury to any woods, plantations, crops or pasturage belonging to the licensee, its tenants or neighbours.

7. The licensor may, by notice in writing to the Licensee, sell or otherwise dispose of part or all of the Lands specified in the First Schedule. Where this sale or disposal represents less than or equal to 10 percent of the overall licensed area, the licensee shall not be entitled to any refund or reduction of licence fee or otherwise entitled to any compensation from the Licensor. In the event that this sale or disposal extends to an area greater than 10 percent of the overall licensed area, the licensee shall be entitled to a pro-rata reduction (based on area) of the annual licence fee but shall not otherwise be entitled to any compensation from the Licensor.

8. The Licensor may, without notice to the licensee, forward details of all persons exercising the rights under this licence to An Garda Síochána and/or persons appointed by the Minister for the Environment and Local Government.

9. i) The Licensee **hereby acknowledges** that this licence is granted subject to termination by the Licensor at any time at the Licensor's sole and absolute discretion, by not less than one months notice in writing to expire on the date specified in the notice. In this event, the Licensee shall be entitled to reimbursement of a proportion of the licence fee paid based on the licence period remaining but shall not otherwise be entitled to any compensation from the Licensor.

ii) Without prejudice to any claim which it may have against the Licensee in respect of breach of any of the provisions of this Licence, the Licensor may terminate forthwith this Licence, at any time by written notice to the Licensee's nominee (at its last known address) in the event of serious breach of any of the conditions of this agreement or in the event of wilful or unnecessary damage to the Licensor's property. In this event, the Licensee shall not be entitled to any refund or reduction of licence fee or otherwise entitled to any compensation from the Licensor.

iii) The Licensee shall not be entitled to enter upon the lands or any portion thereof upon or after termination of these presents.

10. Details of Nominated Hunters

The Licensee shall furnish to the licensor on or before the 30th day of June in each year during the currency of the licence, for approval, a list of names of all persons nominated by the licensee to

exercise rights under this agreement together with evidence of insurance as required by clause 12 hereof together with payment of the annual licence fee thereon (Schedule Five).

The Licensor may, without giving reason, refuse to accept the nomination of any person to exercise rights under this Agreement. Applications for additional nominees may be made by the Licensee from time to time during the period of the licence but must be in writing and accompanied by all relevant insurance particulars and provided always that the total number of nominees shall not exceed that specified in the First Schedule hereto.

All persons exercising rights under this agreement shall carry evidence of identification and insurance and in the absence of such, may be asked to leave the lands.

11. Indemnity to the Licensor

- i) The Licensee and any persons having resort to the lands by virtue of or in exercise or purported exercise of the privileges and rights conferred by this licence shall do so at their own risk in all respects and the Licensor makes no representation or warranty as to the suitability of the lands for the use specified in the Third Schedule hereto or for any use by the Licence howsoever arising.
- ii) The Licensee and any persons having resort to the lands by virtue of or in exercise or purported exercise of the privileges and rights conferred by this Agreement shall indemnify and save harmless the Licensor from and against all actions arising out of injury to any person or loss or damage to any property whatsoever resulting from or in any way connected with or arising out of the operation of the Licence and shall further indemnify the Licensor its employees and agents from liability in respect of any personal injury or damage to any property sustained by the Licensor or by its officers , employees or agents, members of the public or other licensees through or arising out of any act or omission of the Licensee or persons having resort to the lands by virtue of or in exercise or purported exercise of the privileges and rights conferred by these presents including indemnification for the Licensor from and against liability to its workmen under the Occupational Injuries Code if and whenever a claim under these acts shall arise from an act or omission by the Licensee or persons having resort to the said lands by virtue of in exercise or purported exercise of the privileges and rights conferred by these presents.
- iii) In the event of determination of these presents by effluxion of time or otherwise the responsibility of the Licensee shall continue to operate so that the Licensor shall be fully indemnified and saved harmless in the matters provided notwithstanding that claims shall arise subsequent to the date of determination of these presents.

12. Insurance Requirements

Without prejudice or limitation to the Licensee's liability, the Licensee shall maintain the Insurances set out hereunder and shall furnish evidence of same to the Licensor prior to commencement of this Licence and in subsequent years prior to the 30th day of June each year for all persons intending to exercise the rights under this Licence. Such insurance cover must extend for the entire duration of the forthcoming hunting season.

Public Liability Insurance with an indemnity of not less than €2,540,000.00 for any one accident to include an indemnity to the Licensor as joint Insured and to include cross-liabilities clause set out hereunder - "for the purpose of this Policy each of the parties comprising the Insured shall be considered a separate and distinct unit and the words 'the Insured' shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Insurers hereby agree to waive all rights of subrogation or action which the Underwriters have or require against either of the aforesaid parties arising out of an accident in respect of any claims made hereunder".

or

Membership of the National Association of Regional Game Council's Compensation fund

13. Access

Access to the Lands during the period of the licence (Second Schedule) is restricted to pedestrian access only.

14. Other Forest Users

The Licensee agrees that in exercising his rights under this agreement he will have due regard and take all necessary reasonable care for the safety and welfare of the other users of the lands.

The licensee undertakes to have the utmost consideration for forest workers, other forest users and neighbouring landowners, and to avoid causing any undue disturbance or nuisance.

15. Firearms

To use only shotguns (not exceeding 12 bore in calibre) and no other firearms whatsoever, except for specific purposes on specific occasions, the prior written consent of the licensor has been obtained to use some other specified firearm.

The licensee and each of their nominated hunters shall obtain and hold through the duration of this licence the appropriate firearms certificates and shall ensure all conditions are complied with in the said licence and are bound to produce

such for inspection at the commencement of this licence and at any time thereafter upon request.

16. Game hunting licence

Where appropriate, the licensee and each of their nominated hunters shall obtain and hold through the duration of this licence any necessary certificate / licence authorising them to hunt and kill pursuant to and in accordance with the Wildlife Act 1976 (as amended) 2000, which is for the time being in force any protected wild bird within the meaning of that act.

17. Competence Assessment

The Licensor may require the licensee and each of their nominated hunters to demonstrate their competence in the safe handling and use of firearms by successfully completing a nationally recognised competence assessment programme.

18. Native Game and Other Quarry Species / Game Bag Records

The licensee agrees, to only hunt and shoot native game and quarry species and at a level that does not threaten the viability of the local populations of the species in accordance with Coillte's Certification Standard (The Forest Management Standards for the Republic of Ireland – Second Draft) and the Wildlife Acts 1976 (as amended) 2000.

The licensee further agrees to :-

- Record and provide to the licensor at their request, accurate information regarding all native quarry species shot under this licence.
- To assist with any scientific research of the Licensor by furnishing detailed information relating to the species shot (including samples for analysis) and field observations of the species in the wild.
- To notify the Licensor and other relevant authorities of any abnormal conditions or suspected diseases observed in the species shot.

Note :- The hunting and shooting of red grouse requires a written red grouse management plan to be developed and implemented in consultation with the Licensor ensuring the sustainable management of any grouse population.

19. The Licensee AGREES with the Licensor as follows :-

- a. To pay the licence fees specified in the Fifth Schedule.
- b. To determine the boundaries of the licensed area in consultation with the forest manager.
- c. Not to attempt to deal with or dispose of the rights granted hereunto which are purely personal to the Licensee otherwise than is hereinafter provided.
- d. To bring to the attention of all persons intending to exercise the rights under this licence, the conditions of this licence contained herein including the Fourth Schedule - Hazard Identification and Risk Assessment and the Sixth Schedule – Code of practice – game shooting
- e. To use the lands solely for the purposes specified in the Third Schedule hereto.
 - Not to cause nuisance to, annoyance or damage to the Licensor's property, stock, fences, gates or any other property or interfere in any way with the Licensor's undertaking on or use of the lands or disturb, damage or interfere with or move any of the flora, fauna, wildlife, game (other than deer) or other natural phenomena on the lands.
 - To keep the lands clean, tidy and in good order and to pay for any damage thereto or expense of clearing the same caused by any damage.
 - Not to cut any tree or to light any fires on the land.
 - To make good or pay the costs of making good any damage to the Licensor's property (including damage to roads, drains, fences, gates or stiles arising out of the exercise of the licence).
 - Not to introduce or release any animal onto the lands, for sporting or other purposes without the consent of the Licensor.
 - Not to scatter any seeds for game crop without the prior written consent of the Licensor.
 - Not to erect any structure or installation, including pens, hides, "high seats", etc. Without written permission of the Licensor.
 - Not to use any poison or erect/set any trap, snare or net on the lands without written permission of the Licensor.
 - To remove at its own expense from the Licensor's lands any structure or installation which may have been placed thereon by it and restore the ground to its original condition to the Licensor's satisfaction on termination of the Licence or at the request of the Licensor.
- f. To exercise the rights of recreational hunting in a proper, safe, humane, and responsible manner, in accordance with the conditions of this licence as well as all current Legislation, Directives, Guidelines and Coillte's Code of Practice – Rough Shooting (Sixth Schedule).

- g. To comply in all respects with any forest management plan that the licensor may have in place for the licensed area.
- h. To report immediately to the Licensor, any accidents/incidents that may arise while exercising the rights under this licence.
- i. **To obtain prior agreement with the forest manager at least 48 hours in advance** of its intention to exercise its rights under this agreement. It is the licensee's responsibility to liaise with the Forest manager to agree arrangements at local level which best satisfies this requirement. Particulars of all individuals intending to hunt at that time are to be provided and any specific safety control measures specified by the forester-in-charge are to be complied with. Notice of a hunters intention to exercise the rights under this licence is not sufficient.
- j. Where practical to erect prohibition notices in a format prescribed by the Licensor (Sixth Schedule- Code of Practice - Game Hunting) in prominent positions at all entrances to the Lands prior to commencement of hunting and to remove it on cessation of hunting. Where the forest manager specifically requests the erection of signage at particular entrances it will be a condition of the licence to hunt in that property.
- k. To comply with Coillte's security policy in respect to:-
- Not to duplicate any keys issued by the licensor and to return such keys on the termination/expiration of the licence or when requested by the licensor.
 - To close any gates and barriers on entry to and exit from the property.
 - To report all instances of damage to locks gates or barriers or entrances.
 - To report any actual or suspected unauthorised use of the forest.
 - To report all instances of litter, dumping, trespass, vandalism, unauthorised firearms use (poaching) or other such breaches of security.
 - Report all instances of fire, which pose a threat to the forest.
- l. Not to exercise its rights within 150meters of any " Rights of Way" or public footpaths or in the vicinity of any residence or buildings.
- m. Not to shoot from any vehicle
- n. Not to shoot at night (night being the period commencing one hour after sunset and ending one hour before sunrise), unless specifically authorised in writing by the Forest Manager.
- o. To provide the Licensor with a copy of a safety statement if requested.

FIRST SCHEDULE

Details of Licensed Area (Refer attached map)

Licence Group Number

Region

District

Forest (FMP)

Forest Properties Included

Forester in charge

Name

Telephone number

Licensor's nominee

Name

Telephone number

Licensee's nominee

Name

Telephone number

Maximum number of nominated hunters permitted

The number of nominated hunters permitted under this Licence is at the discretion of the Licensor.

SECOND SCHEDULE

Period of Licence

The rights under this licence shall be exercised only during daylight hours (Clause 19 (n)) , on those days on those days agreed with the Forester-in-Charge. Clause 19 (i), for the period from the 1st day of September to the 28th day of February annually

commencing on the day of

and will expiring on the day of

On application written permission may be granted by the licensor to the licensee to allow shooting outside the aforementioned period. Such permission shall only be in respect of these agreed times and periods.

THIRD SCHEDULE

Use

The Licence is granted solely for the purpose of hunting and shooting (shotgun only) those game and other quarry species (except Deer and Red Grouse) as follows: - .

-Wild bird species specified in any order under section 24 of the Wildlife Acts 1976 (as amended) 2000, during the declared hunting seasons (**except Red Grouse**).

-Hares in accordance with any order under Section 25 of the Wildlife Acts 1976 (as amended) 2000 which is so in force (ie current open seasons order).

-Other species of animals (except deer) or birds other than those protected within the meaning of the Wildlife Act s 1976 (as amended) 2000.

The shooting of clay pigeons or other forms of “target practice” on the lands is strictly prohibited under this licence.

FOURTH SCHEDULE

Hazard Identification - Risk Assessment.

Hazard	C o n s e q u e n c e	Risk			Controls	Person(s) Responsible	Resultant Risk
		S e v e r i t y	L i k e l i h o o d	No. of people affected.			
Coillte Staff Coillte Contractors Customers and Customer contractors, General Public and forest users in shooting area where firearms are being discharged.	Fatal Serious injuries	H	M	1 +	<ul style="list-style-type: none"> Obtain 48 hours prior agreement with forest manager Erect Prohibition signs at all entrances to shooting area to close roads/walks . Stop operation if personnel is observed. Do not discharge firearms in direction of roads, walks and residential areas. Comply with licence conditions and codes of practice 	Licensee and all hunters exercising right.	Low
Difficult/dangerous Terrain. <ul style="list-style-type: none"> Rock outcrop Quarries Rivers Ponds Silt traps Other 	Serious injuries	H	L	1 +	<ul style="list-style-type: none"> Be aware that all these hazardous conditions may be present in the forest and avoid. Do not traverse forest in darkness. Wear suitable protective clothing. Have knowledge of area. 	Licensee and all hunters exercising right.	Low
Leaning/overhanging Trees. Upturned root plates. Storm damaged trees. Timber Stacks	Fatal Serious injuries	H	L	1 +	<ul style="list-style-type: none"> Do not climb, walk under leaning, hanging or storm damaged trees. Do not enter zone of upturned or overhanging rootplates. Do not climb onto timber stacks. Observe warning signs. 	Licensee and all hunters exercising right.	Low
Forest Machines	Serious Injury	H	L	1	<ul style="list-style-type: none"> Do not approach within 70 metres of operational machines. 	Licensee and all hunters exercising right.	Low

FIFTH SCHEDULE

Annual Licence Fee

Licence Fee

The Licensee shall pay an annual licence fee of (to which VAT will be charged at the appropriate rate) on the signing of the licence and **before the 30th of June** during each subsequent year of the licence.

SIXTH SCHEDULE

Code of Practice – Game Shooting

Coillte expect every person hunting on their forest estate to undertake this activity in a safe, humane, and responsible manner, in accordance with the conditions of the licence agreement as well as all relevant legislation, directives, standards, guidelines and codes of practice that may be in place.

Consideration for others

Every hunter should respect the landowner's property and their wishes by complying at all times with the conditions of the licence agreement and this code of practice.

All responsible hunters should have the utmost consideration for forest workers, other forest users and neighbouring landowners, and avoid causing them any undue disturbance or nuisance.

Safety

Firearms used for game hunting can be lethal weapons, capable of killing or causing serious injury. Safety is paramount and must be foremost in the minds of all hunters when handling and using firearms. **No shot should ever be fired if there is the slightest doubt about safety.**

Coillte highly recommend all hunters to have and use approved hearing protection and other Personal Protective Equipment (PPE) appropriate to the activity. Where more than one hunter is hunting in the same area, high visibility caps or vests should be worn at all times.

While hunting alone, a mobile telephone should be carried at all times, and / or arrangements made with a third party to confirm their safe return.

A first aid kit should be carried in the vehicles of all hunters.

All hunters should adhere to basic shotgun safety guidelines while hunting on forest property: -

- Always check (by looking through) the barrels for obstructions before loading. Ensure the barrels are pointed in a safe direction while loading and re-loading. When closing a shotgun, the stock should be raised and not the barrels, which should remain, pointed downwards in a safe direction.
- Only load a shotgun when you intend to commence hunting.
- Always apply the safety catch (on "safe") only releasing it just before you intend to fire. Extra care must be taken with non-automatic safety catches. Always re-apply the safety catch after the shot is taken.
- Always carry a shotgun with the barrels pointing in a safe direction, and never pointing at anyone. When in close company the shotgun should be carried unloaded with barrels broken (open).
- When passing a shotgun to another person, do so with stock first, barrels broken (open), and only after demonstrating that it is unloaded.
- Unload your shotgun before negotiating an obstacle or when walking across difficult terrain.
- The triggers should never be touched until you intend to fire.
- In the event of a mis-fire, re- apply the safety catch and keep the barrels pointing in a safe direction while opening the shotgun to investigate the cause.
- Never put a loaded shotgun down and never place on the roof of a vehicle or leaning against something where it may fall.
- Special care must be taken when using self-loading or pump-action shotguns.
- Never shoot in the direction of power lines.
- Never shoot unless you have properly identified the target and are sure that it is safe to do so.

All hunters should familiarise themselves fully with the hunting area and be constantly aware of the location of roads, pathways, rights of way, buildings, and areas regularly frequented by the public and never fire in their vicinity or in their direction.

All hunters should obtain agreement from the forest manager at least 48 hours in advance of their intention to hunt the lands. Notice of a hunter's intention is not sufficient.

All hunters should be constantly vigilant for other forest users and forest operations, and be prepared to immediately cease hunting in areas where such activities are observed.

All hunters must comply with warning notices and signs around forestry work sites and never enter such a work site.

It must be remembered that the sound of a discharging firearm can itself present a potential hazard to other users of the forest, for example, pony trekkers.

Where practical, all hunters should display clearly prohibition notices at all gates and entrances to the hunting area before commencing hunting and remove them on leaving the area. Where the forest manager specifically request the erection of signage at particular entrances this will be a condition of the licence to hunt in that property. Such notices should be a minimum size of 400mm wide and 600mm high, printed on a white background in the format illustrated in Fig 1,

Fig 1. Format of Prohibition Notice



Respect for the Quarry

The highest respect must be afforded to all quarry species (including "pest" species)

It should be the objective of every responsible hunter to properly identify and ensure the clean, humane kill, and efficient retrieval of any target quarry species.

All hunters should aim to improve their knowledge and understanding of the ecology of their quarry and its environment.

Hunting should only be undertaken at levels that do not adversely affect the sustainability of the wild quarry populations.

Hunter Competence

Prior to hunting live quarry all hunters should develop their skills and competencies fully to achieve this objective. Regular practice on approved target ranges will assist a hunter in maintaining proficiency with their firearm.

It is highly recommended that all hunters complete a national, certified, firearms safety-training course and competence assessment.

Legislation

It is the responsibility of every hunter to familiarise themselves fully with all legislation relating to their sport and adhere to it at all times.

Insurance

All hunters must have adequate third party public liability insurance (as specified in Section 12 of the Licence agreement) with a minimum cover of €2,540,000.00 for any one accident.

Remember: - No level of insurance can replace safe firearm handling and use

Firearms and Ammunition

Always ensure that the shotgun you intend to use is in a good working order and is safe to use. All firearms should be checked on a regular basis by a competent gunsmith to prevent accidents as a result of faulty equipment.

Ensure that the ammunition you intend to use is in good condition and is suitable for that particular firearm (chamber length and proof markings) and is appropriate to the intended quarry.

Cartridges of different bore sizes should never be mixed together.

Environmental considerations

The cases of all used cartridges must be collected removed from Coillte's forest property and disposed of in a proper manner.

Only cartridges loaded with biodegradable wads must be used.

Only non-toxic shot must be used when shooting alongside rivers, streams, ponds and other wetland areas.

Taking the Shot

A shot should only be fired if:-

- The target has been correctly identified as being a legitimate quarry species.
- It is safe to take a shot. There is a clear uninterrupted view of the target with no obstacles, which may deflect the shot or conceal another person. The shot is in a safe direction. Thicket trees and scrub must never be considered as adequate to stop a shot, nor, should it be assumed that these areas are unoccupied.
- Not to shoot in a manner which will lead to shot travelling outside the boundaries of the licensed area or across public or forest roads and tracks, footpaths or bridleways.
- Not to use steel shot in woodland areas which may increase the risk of ricochet.
- The hunter is confident of killing their quarry instantaneously. The gun/cartridge combination is appropriate to the quarry species and the target is within the hunters personal shooting range capability.
- The hunter or their companion is capable of retrieving the shot quarry.

No shot should ever be taken at a bird or animal unless the hunter is 100% satisfied that they are capable of killing it cleanly and humanly. Long distance shots or other "trick" shots should be confined to the target range and never be attempted on live quarry. **If there is any doubt, the shot must not be taken.**

If it is safe to do so, all birds which continue to fly after they have been hit by a shot, should be immediately shot again.

Recovery of Shot Quarry

All quarry species shot on Coillte lands must be retrieved without delay, humanely dispatched (if required) and removed from the lands on the cessation of hunting. It is incumbent on all hunters to ensure that this is achieved.

All persons hunting game on Coillte's lands must have immediate access to a dog, trained and competent in locating and recovering shot quarry.

Every effort must be taken to recover all shot quarry before continuing to hunt.

No carcasses of any shot animal or bird should be displayed in a manner that may cause offence to other forest users and these carcasses and any associated waste or by-products should be removed from the property and disposed of in a proper manner.

Bag records

Every responsible hunter should record details of all quarry species shot.

Coillte require all licensed hunters to provide annual bag returns of all native quarry species shot on their forest estate.

SEVENTH SCHEDULE

Special Conditions

- 1) _____

- 2) _____

- 3) _____

Memorandum of Agreement

Licence Group Number

Region

District

Forest (FMP)

Forest Properties Included

Annual Licence Fee (excluding vat)

Licence Commencement Date

Licence Expiry Date

I, of

agree to the Terms and Conditions attached to this Licence agreement for the aforementioned lands owned by Coillte Teoranta,

SIGNED by the Licensee _____

DATE _____

SIGNED on behalf of the Licensor : _____

Authorised Signature

Stamp :-