

# Deer Hunting Licence

For the stalking of wild deer



**This Licence (Licence Number** \_\_\_\_\_ ) agreed the \_\_\_\_\_ day of

\_\_\_\_\_, between **COILLTE CGA** 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 15 (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.

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

## **10. Annual Stalking Permits**

**(i)** Neither the Licensee nor any person on its behalf (nominated hunters) shall be entitled to exercise the rights conferred by this Agreement without an individual permit (hereinafter called an Annual Stalking Permit) granted by the licensor each year during the period of this Licence.

**(ii)** The Licensee, shall on the signing of the licence and, no later than the 30<sup>th</sup> of June in each subsequent year of the licence, apply to the Licensor's nominee for the granting of annual stalking permits. This application shall be accompanied by evidence that the said persons carry such insurance cover as may be required by the licensor pursuant to Clause 12 hereof.

**(iii)** The Licensor shall grant annual stalking permits at its sole discretion but only if satisfied that the persons in respect of whom application is made are suitable to exercise the rights conferred by this Agreement and may also require that such persons demonstrate their competence by successfully completing a Certified Assessment Programme as specified by the Licensor.

**(iv)** The Licensor shall issue each successful applicant with a permit subject to the terms and conditions of this agreement and this permit must be carried by its holder whenever exercising their rights under this agreement and produced on request to the Licensor, its employees, servants or agents or to members of the Garda Siochanna, or persons appointed by the Minister for the Environment and Local Government under *Sec (72) of The Wildlife Act 1976 (as amended) 2000 To be an authorised person for the purposes of that Act* .

**(v)** Permit holders shall not be entitled to exercise rights under this agreement unless in possession of a current Deer Hunting Licence, in accordance with The Wildlife Acts 1976 (*as amended*) 2000 and shall furnish evidence of same whenever requested to do so by the Licensor, its servants, agents or employees. 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

**(vi)** All permit holders are required to obtain and to hold throughout the duration of the permit, appropriate firearms certificates for the firearms to be used and to ensure that all the conditions are complied with in the said certificates, and shall be bound to produce such for inspection prior to the issue of a permit and at any time thereafter upon request.

**(vii)** The number of annual stalking permits granted by the Licensor under this Agreement shall not exceed the number specified in the First Schedule hereto.



## 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 30<sup>th</sup> 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.

- i. Public Liability Insurance with an indemnity of not less than €6,500,000.00 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.

- ii. Motor Third Party Liability Insurance with a minimum of €1,270,000.00 third party property damage limit in respect of all vehicles used in connection with the Licence (If permitted by the licensor. Clause 13) which will require to be insured under the provisions of the Road Traffic Acts with indemnity to the Licensor in respect of any liability that arises by reason of negligence of the Licensee or any person, servant or agent arising from the use of the motor vehicles.

### **13. Vehicular Access**

Vehicle access to the Lands is at the discretion of the Licensor for the extraction of deer carcasses only.

**Only road vehicles** insured under the provisions of the Road Traffic Acts (in accordance with Clause 12 (ii) hereof) shall be permitted. The use of "all terrain vehicles" (A.T.V's) including "Quad bikes" is strictly prohibited.

Where vehicle access to the Lands is granted it is the policy of the Licensor that only one key is issued per licence. The cost of any additional keys is to be paid by the Licensee. All keys issued must be signed for by the Licensee and returned to the licensor on expiry / termination of the licence.

The licensee undertakes to provide the licensor with details of all vehicles used in conjunction with the exercise of the rights under this licence including particulars of insurance. Clause 12 (ii).

## 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. 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 – Sustainable Hunting – Code of Practice
- 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 then 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 erect any structure or installation, including "hides", "high seats" or other shooting platforms 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



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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 all current Legislation, Directives, Guidelines and Coillte's Sustainable Hunting - Code of Practice (Sixth Schedule).
- g. To comply in all respects with any deer management plan that the licensor may have in place for the licensed area and if requested by the licensor to assist in the development of such a plan.
- h. To report immediately to the Licensor, any accidents/incidents that may arise while exercising the rights under this licence.
- i. To comply in all respects with the annual deer cull programme furnished by the licensor to the Licensee to the intent that the Licensee shall:-
  - Use only a licensed firearm of a calibre approved for culling deer. The carrying and using of pistols/handguns is expressly prohibited on Coillte lands.
  - Cull only the number and sex of deer stipulated in the annual cull programme (First Schedule).
  - Maintain accurate records of all deer shot on the lands and to furnish to the licensor on or before the last day of March each year copy of the said records.
  - To assist with any ongoing scientific research of the Licensor by furnishing detailed information relating to the animals culled (including samples for analysis) and field observations of the animals in the wild.
  - If requested by the licensor, to affix identity tags , supplied by the licensor, to the carcass of any culled deer, prior to their removal from the licensed area.
  - Not to dispose of any viscera or other carcass waste on the lands.
  - Notify the Licensor and other relevant authorities of any abnormal conditions or suspected diseases observed in the culled animals within one working day.
- j. **To obtain prior agreement with the forester-in-charge at least 48 hours in advance** of its intention to exercise its rights under this agreement. Particulars of all permit holders intending to stalk 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 stalker's intention to exercise the rights under this licence is not sufficient.



- k.** To erect prohibition notices in a format prescribed by the Licensor (Sixth Schedule- Coillte's Sustainable Hunting - Code of Practice) in prominent positions at all entrances to the Lands prior to commencement of hunting and to remove it on cessation of hunting.
- l.** 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.
- m.** Not to exercise its rights within 150meters of any " Rights of Way" or public footpaths or in the vicinity of any residence or buildings
- n.** Not to shoot at night (night being the period commencing one hour after sunset and ending one hour before sunrise).
- o.** Not to shoot from a vehicle.
- p.** Not to drive deer.
- q.** To provide the Licensor with a copy of a safety statement if requested.

# FIRST SCHEDULE

Coillte is fully committed to managing its lands in accordance with the principles of sustainable forest management. All aspects of Coillte's forestry business is assessed annually by independent auditors against standards derived from international Principles and Criteria.

By successfully demonstrating that its forests are managed in accordance with strict environmental, social and economic criteria, Coillte have obtained certification from the **Forest Stewardship Council<sup>®1</sup> (FSC<sup>®</sup>)** since 2001, and the **Programme for Endorsement of Forest Certification (PEFC<sup>™</sup>)** since 2014.

Further information on the certification process can be obtained from Coillte forest management and full copies of the standards can be obtained directly from:-

§ **Forest Stewardship Council<sup>®</sup>** - "<https://ic.fsc.org/en>"

§ **PEFC<sup>™</sup> (Ireland) Ltd** - "<http://pefc.ie/>"

## ***Details of Licensed Area*** (refer attached map)

**Licence Group Number** /

**Region**

**Business Area Unit**

**Forest (FMP)**

**Forest Properties Included**

**Forester in charge**

Phone No.

**Licensor's nominee**

Phone No.

**Licensee's nominee**

Phone No.

**Maximum number of annual permits to be issued**

The number of annual permits to be issued on each Licence will be at the discretion of the Licensor. The maximum number of permit holders will not exceed the annual cull figure

**The Annual Cull Programme**

The number and sex of deer (cull programme) that the Licensee is permitted to cull under this Licence is determined annually by the licensor.

<sup>1</sup> FSC licence code FSC- C005714



# SECOND SCHEDULE

## *Period of Licence*

**This Licence period shall be as follows :-**

**i) For the period** from the 1st day of September to the 28th day of February each year

commencing on the \_\_\_\_\_ day of \_\_\_\_\_

and will expire on the \_\_\_\_\_ day of \_\_\_\_\_

**ii) For the hours from dawn\* until**

11am

**Note:** -On application written permission may be granted by the licensor to the licensee to allow evening shooting for the period of two hours before dusk . Such permission shall only be in respect of specifically approved sites and shall be restricted to shooting from "highseats" or similar elevated shooting positions only. The licensee shall however 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 from the use of such "highseats" (in accordance with Clause 11 and 12 hereof).

\* Dawn- one hour before sunrise

**iii) On those days agreed with the Forester-in-Charge only. Clause 15 (j) and Clause 6**

## **THIRD SCHEDULE**

### *Use*

The Licence is granted solely for the purpose of hunting/stalking and shooting wild deer and the rights hereunder shall be exercised only during the period as determined under the Second Schedule.

The number and sex of deer (cull programme) that the Licensee is permitted to cull under the Licence is determined annually by the Licensor.

The Licensee is not permitted to "sight in" or "zero rifles" or undertake any other form of target practice on the Lands.

All licensees must provide for mandatory notification to Coillte in the event of an accident/incident/near miss, dangerous occurrence, or previously unidentified hazard on site as soon as is reasonably practicable after it is discovered.

# FOURTH SCHEDULE

## Hazard Identification - Risk Assessment.

Hazard	C o n s e q u e n c e	Risk			Controls	Pers on(s) Res ponsible	Resultant Ris k
		S e v e r i t y	L i k e l i h o o d	No. of people affected.			
Coilte Staff Coilte 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"> <li>• Training</li> <li>• Obtain 48 hours prior agreement with forest manager</li> <li>• Erect Prohibition signs at all entrances to shooting area to close roads/walks .</li> <li>• Stop operation if personnel is observed.</li> <li>• Do not discharge firearms in direction of roads, walks and residential areas .</li> <li>• Comply with licence conditions and codes of practice.</li> </ul>	Licensee and all hunters exercising right.	Low
Difficult/dangerous Terrain. <ul style="list-style-type: none"> <li>• Rock outcrop</li> <li>• Quarries</li> <li>• Rivers</li> <li>• Ponds</li> <li>• Silt traps</li> <li>• Other</li> </ul>	Serious injuries	H	L	1+	<ul style="list-style-type: none"> <li>• Be aware that all these hazardous conditions may be present in the forest and avoid.</li> <li>• Do not traverse forest in darkness.</li> <li>• Wear suitable protective clothing.</li> <li>• Have knowledge of area.</li> </ul>	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"> <li>• Do not climb, walk under leaning, hanging or storm damaged trees.</li> <li>• Do not enter zone of upturned or overhanging rootplates.</li> <li>• Do not climb onto timber stacks.</li> <li>• Observe warning signs.</li> </ul>	Licensee and all hunters exercising right.	Low
Forest Machines	Serious Injury	H	L	1	<ul style="list-style-type: none"> <li>• Do not approach within 70 metres of operational machines.</li> </ul>	Licensee and all hunters exercising right.	Low
Carcass Handling	Personal injury, illness, disease	M	L	1+	-Training -Suitable protective clothing/equipment	Licensee and all persons handling/ consuming wild shot game	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

## *Sustainable Hunting - Code of Practice*

All persons licensed to exercise sporting rights on Coillte lands are required to be appropriately trained and competent, safe and responsible, compliant with legislation and licence conditions, and to commit to ensure the highest standards of animal welfare are maintained at all times. The minimum standards expected of all persons involved in the hunting and shooting of deer, game and other quarry species on Coillte lands are outlined in the following Sustainable Hunting - Code of Practice [<http://www.coillte.ie/our-forests/explore/permits/>]

Hard copy of current Code of Practice is available on request from local Coillte Offices.

# SEVENTH SCHEDULE

## *Special Conditions*

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# Memorandum of Agreement

Licence Group Number

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Region

Business Area Unit

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 Deer Hunting Licence for the  
aforementioned lands owned by Coillte CGA,

SIGNED by the Licensee \_\_\_\_\_

DATE \_\_\_\_\_

SIGNED on behalf of the Licensor : \_\_\_\_\_

Authorised Signature

Stamp :-

