

Game Hunting Licence – Rough Shooting

For the rough shooting of wild game and other quarry species



This Licence (Licence Number B-20-....) 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 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 Siochanna 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 €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

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 – 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 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 Sustainable Hunting - Code of Practice (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 permit holders 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 hunter's 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- 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. 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

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®¹ (FSC®)** since 2001, and the **Programme for Endorsement of Forest Certification (PEFC™)** 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®** - "<https://ic.fsc.org/en>"

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

Details of Licensed Area (Refer attached map)

Licence Group Number B-20..... / BL.....

Region **Business Area Unit**

Forest Properties Included

<u>Forests</u>	<u>Property</u>	<u>Property Area</u> (Ha)

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.

¹ FSC licence code FSC- C005714

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 1 day of **September** , **2019**
and will expiring on the 28 day of **February** , **2024**

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.

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	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. Uptumed 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 uptumed 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

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

1)

2)

3)
