



**Aim to
Sustain**

Protect.
Preserve.
Promote.

Zero Tolerance (Raptor Persecution)

Leases



Aim to Sustain

Protect.
Preserve.
Promote.

Introduction

This guidance applies to Landowners who are granting a sporting lease and require the Lessee to comply with a policy of Zero Tolerance as regards raptor persecution.

The terms cover three sections;

1. Raptor Persecution and Wildlife Crime.
2. Shoot Standards, as described in the Code of Good Shooting Practice and the British Game Assurance.
3. Forfeiture.

These terms are to be incorporated into a Sporting Lease and should cross reference and compliment the existing terms to include any Appeal or Arbitration procedures.

It is important to include the relevant Forfeiture clauses into a Lease to give effect to any action taken by the Owner/Landowner against the Grantee.

A Joint Statement of Zero Tolerance for raptor persecution can be found on the websites of the British Association for Shooting and Conservation (BASC), CLA, Countryside Alliance (CA), Moorland Association (MA) and National and Gamekeepers Organisation (NGO).

This guidance has been prepared by the CLA Legal Department, but Landowners and Lessees are always recommended to consult with their own Property advisers.

No responsibility for loss occasioned to any person acting or refraining from action in reliance on or as a result of the material included in or omitted from this publication can be or is accepted by the author(s), the CLA or its officers or trustees or employees or any other persons.

July 2021

Sporting Lease

Zero Tolerance

Clauses which can be inserted into a lease

Raptor Persecution and Wildlife Crime

- a) The Owner (*or Landlord/Licensor*) has zero tolerance towards illegal raptor persecution and wildlife crime.
- b) The Grantee (*or Tenant/Licensee*) confirms that he is familiar with all relevant legislation concerning wildlife management and that he has not been convicted of a wildlife crime or associated offence nor has he accepted a police caution in respect thereto (subject to The Rehabilitation of Offenders Act 1974 i.e., being a rehabilitated person.)
- c) The Grantee (*or Tenant/Licensee*) will not employ anyone in direct association with the shooting operation who has been convicted of Wildlife Crime or an associated offence e.g., under the Animal Welfare Act 2006 or who has accepted a police caution for such an offence unless they are a rehabilitated person (for the purposes of the Rehabilitation of Offenders Act 1974) or a court has made an order discharging them absolutely.

Shoot Standards

- a) The Grantee (*or Tenant/Licensee*) will adhere to the Code of Good Shooting Practice and will comply with recommendations from its Steering Committee.
- b) The Grantee (*or Tenant/Licensee*) where applicable e.g., they sell shot game or game shooting to third parties, should become a member of the British Game Assurance (BGA) [*or any successor body with similar objectives*]. (The BGA is the official marketing board for the UK game industry, and it operates a 'British Game' assurance scheme which ensures the provenance of shot game meets rigorous and ethical standards.)

Forfeiture Clause

In the forfeiture clause, listing the grounds by which the Owner can terminate the lease, add:

- a) Subject to any ongoing appeal is convicted of or has accepted a police caution for a wildlife crime including (but not limited to) raptor persecution or associated offence carried out by the Grantee (*or Tenant/Licensee*) [*or his/their employees*].
- b) Any failure of the Grantee (*or Tenant/Licensee*) to comply with a recommendation from the Steering Committee of the Code of Good Shooting Practice or any sporting, game management or shooting assurance scheme which the Grantee (*or Tenant/Licensee*) is a member of.