

# Terms and Conditions of Ernslaw One Hunting License

<b>1</b>	<b>Definitions</b>	5.4	License Holders acknowledge that for safety purposes no other person is licensed to enter or accompany the License Holder onto the Designated Forest Block and only that person named has access and hunting rights Under this License.
1.1	In this License unless the context otherwise requires: “ <b>Daylight</b> ” means the period of time commencing one half hour after the recorded sunrise and one half hour before sunset for each and every day this License shall remain valid. “ <b>Designated Forest Block</b> ” means that part of the Forest referred to In Paragraph 1 over and identified by Ernslaw either by way of the Online map provided or otherwise by Ernslaw. “ <b>Ernslaw</b> ” means Ernslaw One Limited together with its employees, Agents and authorised contractors and subcontractors. “ <b>Forest</b> ” means the land and forest in the control of Ernslaw and referred to in paragraph 1 over. “ <b>License</b> ” means this licence to apply for entry to the Designated Forest Block to Block to Hunt on the terms and conditions contained herein. “ <b>License Holder</b> ” means the license holder named in this application form only. “ <b>Vehicle</b> ” means the vehicle described by way of registration Number, make and colour in this License.	5.5 5.6 5.7 5.8	Only one rifle per named hunter is licenced. No rimfire rifles or shotguns are allowed in the Forest or Designated Forest Block unless specifically authorised by this License. Loaded firearms must not be carried in any Vehicle while travelling to And from the Designated Forest Block. Shooting from or near any Vehicle, boat or from or across any road or Track or from or across any lake or along or across any electricity transmission line is prohibited.
		5.9	License Holders are warned that members of the public and/or livestock May be in the Forest or on the Designated Forest Block. <b><i>YOUR TARGET MUST BE IDENTIFIED BEYOND ALL DOUBT.</i></b>
<b>2</b>	<b>Validity</b>	<b>5</b>	<b>Liability</b>
2.1	This License is valid if and only if:	5.1	The License Holder acknowledges that entry into the Forest and the Designated Forest Block is at risk of the License Holder completely.
2.1.1	the tick box agreeing to abide by the conditions herein has been ticked by the License Holder and	5.2	The License Holder acknowledges that they are liable for any and all fire <u>suppression costs should any fire results from any of the License Holders own</u>
2.1.2	the License has been accepted and issued by Ernslaw One.		<u>Actions</u> , and that they hold public liability insurance with fire suppression cover to the value of \$2,000,000. NB this is available a part of membership of NZDA and most hunting clubs.
2.2	The License shall be produced by the License Holder upon demand by Ernslaw	5.3	The License Holder acknowledges that Ernslaw shall not accept any liability for loss or damage to any plant equipment machinery or Materials owned by or in the control of the License Holder where such loss or damage is caused by or is a result of and consequential upon any Act or omission by Ernslaw or as a result of any pre-existing state of the Forest whether such pre-existing state was or has been made known to the License Holder.
2.3	Subject to clauses 8.1 to 8.7 inclusive, the License shall remain in force from and including the Date of Issue until 30 November of that year	5.4	The License Holder acknowledges that Ernslaw has taken all necessary and reasonable steps to notify the License Holder of any danger, risk or likely event that may endanger or put the License Holder at risk.
<b>3</b>	<b>License Holder Obligations</b>	<b>6</b>	<b>Specific Prohibitions</b>
3.1	For the duration of the License the License Holder shall:	6.1	The License Holder shall not, and <b><i>SHALL NOT ALLOW ANY PERSON: TO LIGHT FIRES IN THE FOREST OR THE DESIGNATED FOREST BLOCK;</i></b>
3.1.1	only enter the Forest during the hours of Daylight and	6.1.1	<b><i>TO CAMP IN THE FOREST OR THE DESIGNATED FOREST BLOCK;</i></b>
3.1.2	only enter the Forest on weekends during which the license remains in force pursuant to clause 2.3 hereof; and	6.1.2	To hunt or discharge any firearms outside the hours of Daylight;
3.1.3	drive the Vehicle on any Forest road or track or over any part of the Forest with all due care in a responsible manner with the headlights on at all times & not exceeding the Forest speed limit of 60km/h.; and	6.1.3	To hunt from any aircraft.
3.1.4	observe the terms and conditions of the Permit at all times; and	6.2	The License Holder shall at all times use their best endeavours to ensure that the actions of the License Holder shall not cause a fire.
3.1.5	notify Ernslaw as soon as reasonably possible of any Person who has either entered the Forest or the Designated Forest Block without a valid permit or who is acting in a dangerous, Irresponsible or such other manner which may invalidate the license or permit.	6.3	This License is not transferable and may not be assigned.
3.2	The License Holder agrees to;	<b>7</b>	<b>Termination</b>
3.2.1	Not allow any other person to enter, or to accompany the License Holder, hold a valid license for hunting which has been issued by Ernslaw;	7.1	Any breach of this License by the License Holder shall invalidate this License and from the commencement of such breach this License shall be deemed to be revoked and the License Holder shall be in the forest unlawfully and without the consent of Ernslaw
3.2.2	Not bring any Vehicle into the Forest without a current registration and warrant of fitness, with evidence of both being produced by the License Holder upon demand by Ernslaw;	7.2	In addition to clause 8.1 if any breach of this License is brought to its attention. Ernslaw may either revoke the License forthwith (in which case the provisions of clause 8.1 shall apply) or allow the License Holder to remedy such breach within a reasonable time.
3.2.3	Cut or remove any live trees, shrubs or forest produce	7.3	Failure to remedy any breach within a reasonable time shall further entitle Ernslaw to revoke the License and the provisions of clause 8.1 shall apply
3.3	Ensure that any Vehicle entering the Forest shall carry a first aid kit, 1 kg fire extinguisher and if powered by a non turbo-charged diesel engine, be fitted with an approved spark arrestor.	7.4	Upon invalidation or revocation of this License, the License Holder shall With all due care and speed leave the Designated Forest Block and the Forest by the safest route or by such route as shall be prescribed by Ernslaw without damaging property of Ernslaw or the Forest in any way.
<b>3.4</b>	<b>KOURA</b> All freshwater crayfish (Koura) in ponds on Ernslaw One Forests are the exclusive property of Ernslaw One and are not to be interfered with in any way.	7.5	Ernslaw may at any time revoke all issued permits by way of notice to each and every permit holder or by way of test message, email, radio broadcast or publication and every permit holder or by way of radio broadcast or publication in the local newspaper as a general notice to all permit Holders
<b>4</b>	<b>Designated Forest Block</b>	7.6	The License Holder agrees that the License Holder shall have no claim against Ernslaw in respect of any loss or damage caused by either the revocation, invalidation or variation of this License.
4.1	Ernslaw licenses the License Holder to hunt in the Designated Forest Block only subject to holding a current permit.	7.7	The License Holder acknowledges that following the revocation of the License by Ernslaw the licence created by this License shall then cease and determine but without releasing the License Holder from liability in respect of any breach by the License Holder of this License.
4.2	The License Holder shall have the right to pass and repass over and through such part of the Forest adjoining the Designated Forest Block For the sole purpose of gaining access to the Designated Forest Block. Access to the Designated Forest Block shall be by the most direct route	<b>8</b>	<b>Variation</b>
<b>4</b>	<b>Designated Forest Block</b>	8.1	Ernslaw reserves the right and the License Holder agrees that Ernslaw may without notice to the License Holder vary, revoke, limit or change Any terms and conditions of this License and the licence hereby created at Ernslaw’s sole discretion and for any reason whatsoever
4.1	Ernslaw licenses the License Holder to hunt in the Designated Forest Blocks only and only when balloted a block through the online permit application system..		