

Shooting and Fishing Leases (Amendment of Schedule) Regulations 2018

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THE SHOOTING AND FISHING LEASES ACT

Regulations made by the Minister under section 18 of the Shooting and Fishing Leases Act

- 1.** These regulations may be cited as the **Shooting and Fishing Leases (Amendment of Schedule) Regulations 2018**.
- 2.** In these regulations —
“Act” means the Shooting and Fishing Leases Act.
- 3.** The Schedule to the Act is repealed and replaced by the Schedule set out in the Schedule to these regulations.
- 4.** These regulations shall come into operation on 12 March 2018.

Made by the Minister on 8 March 2018.

SCHEDULE

[Regulation 3]

SCHEDULE

[Section 5(1)]

1. This lease made on between the Government
(*date*)

of Mauritius, represented by the Conservator of Forests delegated,
by the Ministry of Agro-Industry and Food Security (the lessor) on
the one part, and on the other part.
(*lessee*)

2. Shooting and fishing rights and the rights to carry out
eco-tourism activities are vested into the lessee for the period during
which the lease agreement is in force and within the limits of a
portion of land of an extent of hectares, situate in the District of
..... with Parcel Identification Number (PIN).
(*name of district*)

3. The lessee shall hold the lease as from for a term
(*date*)

of years months days, terminating on 7 September
(*no.*) (*no.*) (*no.*)

....., yielding during that term the annual rent of
..... rupees payable in advance in accordance
(*amount*)

with section 8 of the Shooting and Fishing Leases Act and on the
following conditions –

- (a) the lessee shall not assign or sublet the whole or any part of
his interest in this lease without the prior written consent
of the lessor;
- (b) any unlawful destruction or cutting of trees shall be a ground for cancellation of the lease
where the breach has been committed on the land by the lessee or by any other person
with his knowledge;

- (c) where the land is claimed by a lawful owner, other than the lessor, it shall be given up by the lessee without indemnity, except that the proportional part of a year's rent as may have been paid in advance at the time the land is given up shall be refunded;
- (d) the lessor reserves the right at any time, if he thinks fit in the public interest, to make roads, causeways or bridges on the land, and to build on, to fence in or, for nursery or other purposes, to cultivate any portions of the land;
- (e) the lessor reserves the right to exclude any portion of the land from the operation of the lease, subject to a proportional reduction of rent;
- (f) forest nurseries, forest stations and the land within a radius of 100 metres are excluded from the operation of the lease;
- (g) the lessor may —
 - (i) fell, convert and transport trees and timber or cause them to be felled, converted and transported;
 - (ii) dispose of bamboos and forest produce generally;
 - (iii) introduce plants or seeds;
 - (iv) destroy, or burn noxious growth; and
 - (v) carry on other operations connected with forestry on the land;
- (h) the lessor may, after notifying the lessee, authorise the public to enter the land between sunrise and sunset for the purpose of collecting fodder, firewood, honeysuckle, guavas or any other fruits, subject to such conditions as he may determine;
- (i) a forest officer and a person authorised by the lessor may use the roads and rides on the land, subject to such conditions as he may determine;

- (j) the lessee reserves the right to abandon, by written notice to the lessor, the lease if he finds that the acts referred to in paragraphs (d), (e) and (g) are prejudicial to the enjoyment of his rights, but he shall not be entitled to any compensation;
- (k) the lessor may, if he thinks fit in the public interest, cancel this lease by giving 3 months' notice of the cancellation to the lessee;
- (l) in case of cancellation or on expiry of the lease, the lessee shall be entitled only to such compensation as the lessor thinks fit to grant for any expenses incurred by the lessee on account of any building erected or in importing or raising game on the land;
- (m) the lessee shall, at his own expense, clean and keep open, to the satisfaction of the lessor, during the term of his lease, a space of a width of 4 metres on his side of or along the boundary lines between the land and other lands, or between 2 or more State lands which may form part of the total area of the land;
- (n) the lessee shall clean the rides (*brisée*) and paths and keep them open to a minimum width of 4 metres;
- (o) the boundaries, and the rides and paths referred to in paragraph (n) shall be those shown clearly on the plan attached to the lease;
- (p) where the lessee fails to maintain the rides and boundary lines as required under this lease, the lessor may serve a written notice on him to maintain the same, and where, within 14 days, the work is not executed, it may be executed by order of the lessor at the expense of the lessee;
- (q) (i) the lessee may, with the written consent of the lessor, clear definite spots on the land, with a view to establishing grazing places for deer, and openings for sportsmen, provided that the area of any such spot shall not exceed 0.42 hectares (one arpent) and that the sum total of all the area cleared shall not be more than 5 per cent of the surface of the land aforesaid;

(ii) the disposal of the trees removed from such spots shall be subject to the decision of the lessor;

(iii) the lessor shall not plant trees on the spots which shall always be kept free, by the lessee, from noxious growth.

4. (1) The lessor may authorise the lessee to carry out any prescribed eco-tourism activity on the land subject to payment of such fee as may be prescribed.

(2) The lessee shall comply with the general conditions specified in the annex and such other conditions as the lessor may determine for the purposes of carrying eco-tourism activities on the land.

5. At the expiry of the lease, or on its cancellation for non-fulfillment or breach of any of the conditions of the lease, the lessee shall yield up the land thereby leased to him no wise deteriorated in value as they stand at the date of the presents without any claim whatsoever for indemnity.

6. If the lessee is wound up before the expiry of this lease, the lease shall come to an end on such winding up.

7. The lessee shall give 3 months' notice if he wishes to terminate or renew the lease.

8. The lessee shall bear the costs of the registration of the lease agreement and pay such stamp duty as may be prescribed.-

9. If the lessee contravenes any conditions specified in this lease, the lessor may, 48 hours after the issue of a notice to the lessee by registered post, stating that the conditions of the lease have not been complied with, cancel the lease without paying any indemnity to the lessee.

Made in triplicate on20.....

.....

Signature of Lessor

.....

Lessee

Conservator of Forests
representing the Ministry
of Agro Industry and
Food Security

ANNEX

1. (1) All necessary permits and clearances from the relevant authorities, including Building and Land Use Permit, Tourist Enterprise Licence, Environment Impact Assessment (EIA)/ Preliminary Environmental Report (PER), if applicable, shall be obtained and all conditions attached therewith shall be scrupulously observed.

(2) A copy of all permits and clearances obtained shall be submitted to the Conservator of Forests.

2. The lessee shall comply with the Forests and Reserves Act, Shooting and Fishing Leases Act, Native Terrestrial Biodiversity and National Parks Act, Environment Protection Act and all other related laws, regulations and policies.

3. The lessee shall not alter or damage the natural landscape of the area and the flora, fauna and ecosystem.

4. The lessee shall obtain prior approval from the Conservator of Forests for felling of trees on site and any re/afforestation within the site.

5. The lessee shall not construct any structure without the approval of the Conservator of Forests.

6. The proposed activities shall be eco-friendly and make use of energy saving devices such as photovoltaic panels, solar water heater, composting, rain water harvesting, sorting of waste,

recycling and eco bulbs.

7. The lessee shall comply with any contingency plan in response for handling accidents, emergencies which may threaten the environment in relation to eco-tourism activities.

8. The lessee shall submit a Fire Management Plan with the authorisation and coordination of the Mauritius Fire and Rescue Service.

9. (1) Every green and biodegradable waste shall be composted.

(2) Every solid waste and non-compostable waste shall be collected and disposed of to the satisfaction of the relevant authorities.

10. Waste water treatment and disposal shall be to the satisfaction of the Waste Water Management Authority.

11. Extraction of water from natural sources, including boreholes and aquifers, shall be subject to approval from relevant authorities.

12. The lessee shall take necessary precautions and mitigating measures shall be undertaken to mitigate soil erosion and land degradation.

13. The lessee shall take necessary precautions and measures shall be taken to prevent any hydrocarbon spills from vehicles and from the stand by generator and diesel storage tanks.

14. (1) Access shall be, as far as possible, by trails.

(2) Where there is a need for road access, it shall be so designed in consultation with the relevant authorities.

15. The lessee shall not cause flooding and ponding on site.

16. The lessee shall, during the implementation of the activities, not to cause any nuisance by

way of noise and dust pollution to the public and the surrounding environment.

17. Any deviation on the proposed activities shall be subject to an application to the Conservator of Forests.
