

# Forest Enterprise Scotland

An agency of Forestry Commission Scotland managing the National Forest Estate

## Cormonachan Woodlands Memorandum of Understanding

### Between

The Forestry Commission Scotland Hereafter referred to as the Commission)

Namely :The Forest District Manager, Cowal & Trossachs Forest District, Aberfoyle, Stirling,FK8  
3UX

and

Cormonachan Woodlands Association – Here after referred to as CWA

Namely: The Secretary, Cormonachan Woodlands Association

Cruach House, Carrick Castle, Argyll, PA24 8AF

and

Namely: The Trustee Chairperson

AOEC Trust Ltd. Here after referred to as Ardroy

Lochgoilhead, Argyll PA24 8AE

**Commencing** 1<sup>st</sup> December 2016

**Duration** 1<sup>st</sup> December 2016 to 31st November 2026

### 1.Purpose of Agreement.

To enable the partners for the sole purpose of the successful implementation of the aims of this agreement within the Cormonachan Woodlands, respecting the Ancient Semi\_Natural\_Woodland (ASNW) status of the majority of the area. This agreement does not cover buildings within the Memorandum of Understanding (MoU) area.

### 2.Aims of the Agreement.

Preserving and enhancing the forest environment and providing environmental education and training in woodland management. To conserve the natural heritage of the woodlands their fauna and flora. To manage the woodlands in a sustainable manner and promote biodiversity. To encourage and enable the community to enjoy the woodlands as a resource for recreational, educational and health promoting activities, improve access and promote responsible use.

### **3.Payment**

All parties share the common aim of managing these woodlands and are dedicating time and resources to achieve this. There will be no payment due by either party to the Forestry Commission Scotland for the compilation or duration of this agreement.

### **4.Operation of this Agreement**

All parties agree to fulfil their roles and responsibilities set out in the operating agreement in annex one. This details a programme of work which will be reviewed annually. It sets out where each party has sole responsibility or where there is a joint responsibility for a given activity. The operating agreement sets out which tasks are recurring and which are specific to an individual year and are subject to review and renewal on an annual basis.

### **5.Health and Safety**

For the purposes of this agreement, the Commission retains its landowner duty of care. Cormonachan Woodlands Association and AOEC Trust Ltd. are responsible for those acting on their behalf and as part of their activities.

To manage the health and safety arrangements all parties agree to the following:-

#### **5.1.Indemnity and Insurance**

During the subsistence of this agreement the CWA and Ardroy will indemnify and keep indemnified the Commission and the Scottish ministers (and their employees, agents or contractors) against all claims, costs, expenses, proceedings, actions, damages, demands, losses and any other liability whatsoever (including consequential loss or liabilities to third parties) made against or suffered or incurred by the Forestry Commission and the Scottish ministers arising out of the CWA's or Ardroy's acts, omissions, negligence, exercise of the rights granted to them under this agreement or any failure by them to comply with their obligations hereunder.

CWA and Ardroy will be responsible for maintaining occupiers, employers and public liability insurance in respect of their use of the MoU area of not less than £5million (or such higher sum as the Forestry Commission may from time to time reasonably determine) throughout the term of this agreement and shall provide copies of the insurance cover to the Commission annually.

#### **5.2. Arrangements to ensure safe working practices**

All parties have a role in ensuring safe working practices. All parties will welcome challenges of observations of potentially unsafe practice and be open to learn and adjust working practices to ensure the safety and welfare of those involved. If areas are identified that cannot be resolved on site, the process outlined in section 13. – Resolution will apply.

5.2.1 All parties have a responsibility in the preparation of Risk Assessments. Including implementing controls and monitoring activities for which they have responsibility as set out in the operating agreement.

5.2.2 The Commission will provide appropriate advice on the Risk Assessments including identification of any hazards and constraints and activities of third parties on the land it is responsible for.

5.2.3 The Commission will from time to time observe and inspect activities being carried out by CWA and Ardroy. Observations of unsafe practice will be discussed and resolved on site.

Forestry Commission Scotland reserves the right to temporarily suspend activities if a resolution on site is not possible.

5.2.4 CWA and Ardroy will provide evidence of competency of contractors and trainers in advance of any work taking place. Including appropriate Risk Assessments and trainers / contractor's competency documents and appropriate insurance cover.

## **6. Management of existing and construction of new Infrastructure, excluding buildings.**

6.1 Where new structures are proposed all parties must meet to discuss and agree the scope of what is proposed. This may include CWA and Ardroy setting out the detail which would include arrangements for funding, construction and maintenance together with information on any statutory planning consents required.

6.2 The Commission refers the right to approve new infrastructure projects. It will advise if a separate agreement is required to progress the construction. The Commission will act reasonably in seeking evidence that the project is sustainable on each project being considered in proportion and on a case by case basis.

## **7. Management Plan.**

The area excluded from the Management Plan highlighted in red hatch on the Agreement Area Map dated November 2016, will not be included within the Management Plan area.

7.1 The parties will jointly prepare a management plan for the woodlands and features within the woodlands and prepare this plan having due regard to the Aims of this Agreement by 1<sup>st</sup> March 2017. The Management plan, to be signed by all parties, shall set out the details and responsibilities for day to day management of and any activities to be carried out in the woodlands for the period between 1<sup>st</sup> March 2017 until 31 December 2022 and outline management proposals from 1<sup>st</sup> January 2023 and 31<sup>st</sup> December 2026.

7.2 The parties agree to meet annually to review the Management Plan before 1st March 2017 and 30<sup>th</sup> January annually thereafter. The Management Plan will specifically include detailed resourcing commitments by each party. In the absence of an agreed and signed Management Plan, the parties may not carry out or arrange to have carried out, any work in the woodlands without the prior written consent of the Commission.

**8. Financial Interests** During the period of this agreement the CWA will retain all income, providing it is re-invested in the management of the woodlands and achieving the aims of this agreement. If not invested within the woodlands it will be transferred directly to the Commission without restrictions. An indicative income and expenditure stream for the various periods of the agreed Management Plan will be annexed to each Management Plan. The CWA will provide sufficient evidence that it is seeking to identify potential sources of funding which will be used to deliver the Aims of this Agreement.

**9. Press and Publicity** The parties undertake not to publish or disclose information publicly or give press, radio or television interviews about this memorandum or about the management of the woodlands without first mutually discussing and agreeing its content.

## **10. Scottish Outdoor Access Code**

Both parties agree to work within the guidance provided by the Scottish Outdoor Access code and encourage responsible use of the woodlands by all parties and visitors.

## 11. Volunteers

"The Community group is responsible for having a written volunteer policy in place. This should be proportionate to the intended roles and responsibilities the community group will ask the volunteers to undertake. The policy should reflect current best practice.

For advice on managing volunteers please visit - <http://www.scvo.org.uk/> "

## 12. Resolution

In the event that the parties are unable to reach a unanimous decision regarding the management of the woodlands and activities to achieve this, the following procedures will apply: –

13.1 Reconsideration in the first instance will be between the Forest District Manager and the Chairs of Cormonachan Woodlands Association & Ardroy.

13.2 Forest industry best practice will be used as the benchmark to aid resolution.

13.3 Every effort will be made to reach a solution and way forward. In the event that a solution is not reached, the Commission retain the duty of care under this agreement and their decisions will be final.

## 13. Termination

13.1 The Commission may terminate this agreement if in its reasonable opinion the Aims of the Agreement are no longer relevant and/or the constitution of either the CWA or Ardroy are no longer relevant and/or their constitutions have materially altered from those existing as at the date of this agreement or becomes incompatible with the Aims of this Agreement.

13.2 Any party may terminate this agreement by notice in writing to the other parties if any party has committed any material breach of this agreement which breach (if remediable) has not been remedied within 30 days' notice from an innocent party identifying the breach and requiring its remedy.

13.3 On termination CWA and Ardroy are responsible for the removal of the buildings and infrastructure associated with this project. The Commission may by agreement retain and accept management responsibility for buildings and infrastructure on a case by case basis.

Signature

Name & Position

GORDON MACCORMACK

AREA LAND AGENT

Partner

Forestry Commission Scotland

Date

19th DECEMBER 2016

Signature

Name & Position


Douglas Locke, Secretary

Partner

Cormonachan Woodlands Association

Date

23rd December 2016

Signature 

Name & Position Fraser McCowan, Chairperson

Partner AOEC Trust Ltd

Date 10<sup>th</sup> January 2017

**Annex 1 Operating Agreement**

This sets out the annual program of work and indicates where

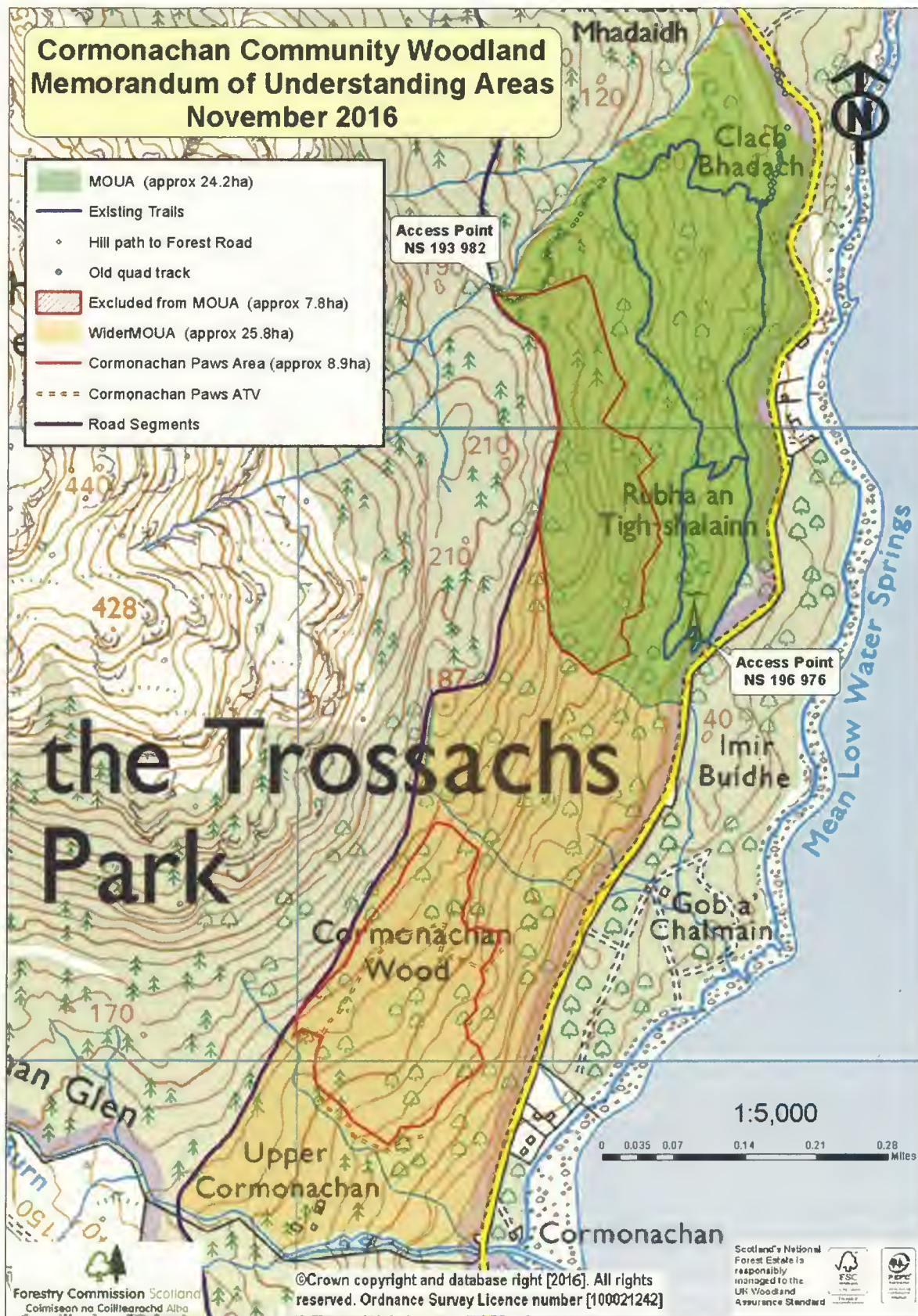
- The task is a sole responsibility
- The task is a joint responsibility
- The task is recurring and ongoing in nature
- The task is specific to the year in question

This schedule will be reviewed and updated by both parties at the annual review meeting.

Duration – 1/12/2016 until further notice	Forest Enterprise Scotland		Cormonachan Woodlands Association and AOEC Trust Ltd.		Frequency	Description
	Sole	Joint	Sole	Joint		
Risk Assessments		X		X		Individual site specific risk assessments are required unless otherwise agreed with the Commission.
Review of hazards and constraints information	X				Ongoing	Annually or more frequent if hazards or constraints change.
Provide copies of current Insurance documents to the Commission			X		Annual	File copies of insurance provided by CWA and Ardroy.
Tree Safety Inspection.	X				Annually	Satisfactory
Felling		X		X		
Deer Management	X				Ongoing	
Hand tool weeding of non-native species			X			
Maintenance of existing paths.			X		Ongoing	Ongoing based on the results of formal and informal inspections.

Coppice Hazel sections (not more than 20% of the area).			X		Ongoing	
Installation of natural sculptures			X		Monthly	
Habitat survey of all of Cormonachan Woodlands			X		Ongoing	Liaise with Commission Environment Manager.
Installation and maintenance of artificial squirrel feeders.			X		Ongoing	
Inspection of Infrastructure (Paths, toilets shelters)		X		X	Annually /Monthly	Ongoing informal and formal recorded monthly Inspection - CWA & Ardroy.  Annual check of paths – FES.
<b>Annual Projects</b>						
Site Specific Chemical Weeding		X		X		Timing location and extent agreed between FES and CWA / Ardroy Annually.
Removal and burning of rhododendron. And other non-native species.			X			Timing location and extent agreed between FES and CWA / Ardroy annually.
Replanting cleared Sitka spruce areas with native trees.		X		X		FCS has a statutory plant health duty. Planting will only take place when the place once the source of planting of stock has been approved by FCS.
Installation of interpretation boards & path marker posts.			X			Reviewed and agreed annually.
Provision of site map and aerial photographs of the site.		X		X		Updated as mutually agreed.

## Annex 2 Cormonochan Woodlands Area Map



## Annex 3 Cormonochan Woodlands Management Plan

Annual Work Programme for Cormonachan Woodlands  
1st April 2016 to 31st March 2017

- 1) Removal of Rhododendron (Action: CWA & Ardroy) 3-5 years in Area 3 & 6
- 2) Removal of Sitka spruce (Action: Ardroy & CWA) Area 1 by FCS Licences
- 3) Maintenance of existing paths (Action: CWA) Areas 1, 2 & 3
- 4) Maintenance of ditches (Action: CWA & Ardroy) Areas 4, 5 & 9
- 5) Installation of way marker posts (Action: CWA) Areas 1, 2 & 3 Completed
- 6) Maintenance of Jan's Hut, Shed and Toilet (Action: Ardroy) Area 2
- 7) Removal of high risk trees (Action: FCS) Areas 1,2, 3, 6, 7, 8 & 9 Completed
- 8) Installation of squirrel feeders (Action: Ardroy) Areas 1 & 2 Completed
- 9) Provision of site map and aerial photographs of CW (Action: FCS) Completed
- 10) Installation of first natural sculpture in CW (Action: CWA) Area 8
- Obtain planning permission for car park and construct (Action: CWA) Planning permission obtained 23/8/16 - Now fund raising for construction
- 12) Cut down up to 5 m<sup>3</sup> of under planted Sitka spruce (Action: Fife ranger volunteers) Area 1 by FCS Licence
- 13) Cut top of largest Sitka spruce tree at south west corner of CW and convert to a totem pole (Action: Ardroy & CWA) Lopped 4/8/16 - Area 1
- 14) Clear path at north east corner of CW leading to Lochwood (Action: CWA) Area 6
- 15) Plan for a woodlands survey for CW for volunteers (Action: CWA) Area 1
- 16) Equipment & Tools maintenance (Action: CWA) Jan's Hideaway Ongoing
- 17) Cleaning of compost toilet in CW (Action: CWA) Area 2 - Ongoing
- 18) Prepare 'crib' sheet for Ardroy Instructors (Action: Ardroy & CWA) Areas 1- 9



# Activity Location

