

Cormonachan Woodlands Memorandum of Understanding

Between

Cormonachan Woodlands Association – Hereafter referred to as CWA

Namely: The Secretary, Cormonachan Woodlands Association

Cruach House, Carrick Castle, Argyll, PA24 8AF

and

AOEC Trust Ltd. Hereafter referred to as Ardroy

Namely: The Trustee Chairperson

Lochgoilhead, Argyll, PA24 8AE

Commencing 4th February 2015

Duration 4th February 2015 to 31st March 2027

1.Purpose of Agreement.

CWA will manage the Cormonachan Woodlands in conjunction with Ardroy and Ardroy will use the woodlands for educational purposes. To enable the partners access to the woodlands, both parties will agree to sign a separate Memorandum of Understanding with Forest Enterprise Scotland (FES) 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.

2.Aims of the Agreement.

Preserving and enhancing the woodlands environment and providing environmental education and training in woodlands 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

Both 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 for the compilation, or duration of this agreement.

4.Operation of this Agreement

Both 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, where there is a joint responsibility for a given activity or where FES has a responsibility. The operating agreement sets out which tasks are recurring and which are specific to an individual year (April to March) and are subject to review and renewal on an annual basis.

5.Health and Safety

It is understood that Forestry Commission Scotland retains its landowner duty of care through Forest Enterprise Scotland. CWA and Ardroy 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

CWA and Ardroy will be responsible for maintaining occupiers and public liability insurance in respect of their use of the woodlands. Jan's Hideaway and the other structures and features in place and those to be placed within the woodlands in the sum of not less than £5million (or such higher sum as the Forestry Commission may from time to time reasonably determine) will be the responsibility of Ardroy as owners throughout the term of this agreement and both parties shall provide copies of their insurance cover to the Forestry Commission annually.

During the existence of this agreement the CWA and Ardroy will indemnify and keep indemnified the Forestry 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.

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 Forestry 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 Forestry 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 / Contractors competency documents and appropriate insurance cover.

6. Management of existing and construction of new Infrastructure

6.1 Ardroy at their sole expense will be responsible for the repair, maintenance, replacement and security of the existing Jan's Hideaway, toilets and sheds, and any structures constructed or put in place within the woodlands for the duration of this agreement. .

6.2 Where new structures are proposed all parties (CWA, Ardroy & FES) 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.

6.3 It is understood that the Forestry 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 each project being considered in proportion and on a case by case basis.

7. Management Plan.

The area excluded from the Management Plan attached highlighted in red hatch on the Agreement Area Map dated May 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 1st April 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 1st April 2017 until 31st March 2022 and outline management proposals from 1st April 2022 to 31st March 2027.

7.2 The parties agree to meet annually to review the Management Plan by 31st March. 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 Forestry Commission.

9. 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. 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 and Ardroy will provide funding to meet their obligations within the woodlands which will be used to deliver the Aims of this Agreement.

10. Press and Publicity Both 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 whenever reasonably practicable.

11. 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.

12. 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.

13. 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 FES Forest District Manager and the Chairs of CWA / 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 as Forestry Commission retain the duty of care under this agreement, their decisions will be final.

14 .Termination

14.1 Either party 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.

14.2 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 to be made.

14.3 On termination, Ardroy are responsible for the removal of the buildings and infrastructure associated with this project. The Forestry Commission may by agreement retain and accept management responsibility for buildings and infrastructure.

Signature

Name & Position Douglas Locke, Secretary

Partner Cormonachan Woodlands Association

Date

Signature

Name & Position Fraser McCowan, Chair

Partner AOEC Trust Ltd

Date

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 reviewed and updated by both parties at the annual review meeting.

Duration – 4/2/15 – 31/3/26	Cormonachan Woodlands Association		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	FES		FES		Ongoing	Annually or more frequent if hazards or constraints change.
Provide copies of current Insurance documents to the Commission	X		X		Annual	File copies of insurance provided by CWA and Ardroy
Tree Safety Inspection with FES		X		X	Quarterly	Satisfactory
Felling with FES	FES	X		X		Permission required
Deer Management	FES		FES		Ongoing	
Hand tool weeding of non-native species		X		X		
Maintenance of existing paths.		X		X	Ongoing	Ongoing based on the results of formal and informal inspections

Coppice Hazel sections (not more than 20% of the area).		X		X	Ongoing	
Maintenance of Jan's Hideaway, toilet and sheds			X		Ongoing	Ongoing based on the results of formal and informal inspections
Installation of natural sculptures		X		X	Monthly	
Habitat survey of all of Cormonachan Woodlands	FES	X		X	Ongoing	Liaise with FES Environment Manager
Installation and maintenance of artificial squirrel feeders.			X		Ongoing	
Inspection of Infrastructure (Paths, toilets shelters) with FES annually	X FES				Monthly	Ongoing informal and normal recorded monthly Inspection - CWA Annual check of inspections – FES
Annual Projects						
Site Specific Chemical Weeding with FES	FES	X		X		Timing location and extent agreed between FES and CWA / Ardroy annually
Removal and burning of rhododendron and other non-native species.		X		X		Timing location and extent agreed between FES and CWA / Ardroy annually.
Replanting cleared Sitka spruce areas with native trees with FES.	FES	X		X		FCS has a statutory plant health duty. Planting will only take place when the source of planting stock approved has been approved by FCS
Installation of interpretation boards & path marker posts.		X		X		Reviewed and agreed annually.
Provision of site map and aerial photographs of the site (FES).	FES					Updated as mutually agreed.
Erection of new environmental education shelters.		X		X		If permanent in nature planning, maintenance, location, action on

						termination etc.