



Forestry and
Land Scotland
Coilltearachd agus
Fearann Alba

LICENCE TO OCCUPY LAND

Between

SCOTTISH MINISTERS
acting through

FORESTRY AND LAND SCOTLAND

and

INSH COMMUNITY HOLDINGS

MARCH 2020

Subjects:

Land at Insh, Kingussie (National Grid Reference NH 81150137)

LAND AT INSH, KINGUSSIE

REFERENCE L9/IRS/08

FOREST OFFICE: North region

ADDRESS: Tower Road, Smithton, Inverness, IV2 7NL

TELEPHONE NUMBER: 0300 067 6100

LICENSE TO OCCUPY LAND FOR COMMUNITY ACTIVITIES

1. THE PARTIES

Forestry and Land Scotland *North Region*, hereinafter referred to as the **Licensor**.

Insh Community Holdings, hereinafter referred to as the **Licensee**.

2. THE RIGHTS GRANTED

Permission is given to the Licensee to hold management and community activities on Forestry and Land Scotland land.

3. THE SITE

The area over which the permission is granted is edged red on the attached plan.

4. THE DURATION

1st April 2020 to 31st March 2025.

5. THE CHARGE

(a) No charge for work carried out by the licensee for the management work the group undertakes, providing this work is mutually beneficial and contributes to the sustainable management of the land at Insh.

(b) For organised community events the licensee must consult with the Licensor if:

- The license holders undertaking activities would need new or temporary facilities and services.
- The license holders undertaking activities are likely to unreasonably hinder land management operations;
- The license holders undertaking activities are likely to unreasonably interfere with the other people's enjoyment;
- The license holders undertaking activities are likely to unreasonably affect the environment.

In such circumstances there may be additional costs to the license holder but these would be discussed and agreed with the Licensor on a case by case basis.

6. CONDITIONS

(a) The License Holder will exercise all rights of access conferred on them by the Land Reform (Scotland) Act 2003 and all rights conferred on them by this permission in a responsible manner and will comply with the guidance on responsible conduct contained in the Scottish Outdoor Access Code ("SOAC") at all times. A copy of the SOAC can be downloaded from the Outdoor Access website at www.outdooraccess-scotland.com.

In particular, the Licensee will ensure;

- Any vehicle authorised must not exceed a speed limit of 15 miles per hour;
- there is no smoking or lighting of fires (with the exception of small controlled open fires for kettles during open days and workshop events);
- all gates are left in the position as found;
- reasonable care is taken to prevent disturbance to wild fauna and flora and to agricultural livestock and that dogs are kept under control at all times;
- compliance with any instructions issued by the Forest Regional Manager or their authorised representative acting reasonably.

(b) The community activities will take place in the area coloured RED on the plan attached to this license. Any deviation from this area must be authorised in writing by the Licensor.

(c) The range of activities being carried out includes:

Erection of new fencing;

Controlling the bracken and gorse;

Maintenance of path networks and creation of new paths and ancillary infrastructure.

Tree planting

Woodland management including thinning, ring barking, deadwood creation, habitat pile creation.

Management of water courses and ponds.

(d) The use of contractors and power tools must be agreed in advance with the licensor. The licensee must provide evidence that the correct certification and training is held by volunteers or contractors using power tools. In addition that the volunteer or contractor has maintained a required level of competency to operate the power tools for the required operation to the satisfaction of the Licensor.

(e) Both the Licensor and the Licensee are responsible for ensuring volunteers are well managed and that the work carried out by volunteers is done so in a safe working environment. To achieve this:

- The commission will provide information on the site and any other work or activity taking place which may affect them.

- The Licensee will be responsible for managing the volunteers including specific risk assessments for the tasks to be undertaken by volunteers.
 - The Licensee will make reasonable provision of welfare facilities and PPE as required for the volunteers.
 - The Licensee should have in place an appropriate child protection policy if required.
 - The Commission will review the Licensee's volunteer policy and procedures to ensure the Licensees ongoing capacity to manage the volunteers.
- (f) Both the Licensee and the Licensor as landowner are responsible for the preparation of generic and site specific risk assessments in advance of the activities agreed as part of this license.
- (g) The Licensee will be responsible for obtaining any planning or other necessary consents.
- (h) The Licensee will make good to the satisfaction of the Commission all damage to Licensor property caused by the exercise of this license. The Licensee will clear all litter and equipment brought onto Forestry and Land Scotland land by the Licensee. Failure to do so may result in the Licensor removing such items and charging the costs to the Licensee.
- (i) The Licensee will indemnify the Licensor against all claims arising from any loss or damage, or injury or death to volunteers, event participants, spectators, Licensor employees and any third parties arising from the exercise of this license. The Licensee will during the period of this license maintain a public liability insurance policy with a reputable insurance company to an amount of not less than £5 million in respect of any one claim. The amount of such insurance shall not limit the liability of the Licensee to the Licensor. The Licensee will produce the said insurance certificate and on request a receipt for the premium paid not less than 14 days in advance of the event.
- (j) The forest is a working environment. Where there are ongoing forest operations under the control of the Licensor the Licensee will ensure that warning signs and instructions from Licensor staff are heeded, and that areas where this work is in progress are avoided.
- (k) The Licensee is responsible for ensuring appropriate signage is in place for the activities where they have sole responsibility. Where required this signage must meet statutory requirements, this should be agreed with the Licensor in advance and as part of the Risk assessment for individual operations.
- (l) The Licensee will be responsible for the provision of adequate first aid facilities.
- (m) The Licensee will advise the Licensor within 24 hours of the end of the event of any accident to a participant, spectator, or third party which arises as a result of the exercise of this license.
- (o) The Licensor will ensure that all contract holders providing services to or purchasing goods from the Licensor on the land affected by this license are notified of the license. The Licensor will also ensure that they are notified of the approved route or area to be used. Contract holders will be required to notify any sub-contractors and their employees.

(p) The Licensor will ensure that all forest district staff are notified of the license and the approved route or area to be used.

By signing this document you agree to such disclosure by the Licensor to other users.

7. ACCEPTANCE

IN WITNESS WHEREOF these presents typewritten on this and the preceding six pages, together with the Plans annexed and executed as relative hereto are executed on behalf of the parties as follows:

Signature: Date:

For and on behalf of **The Licensor (Forestry and Land Scotland)**

Full name of signatory:

Position Held:

Place of signature:

Witness Signature:

Full name of Witness

Witness Address:

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Signature: Date:

For and on behalf of **The Licensee (Insh Community Holdings)**

Full name of signatory

Position Held:

Place of signature:

Witness Signature:

Full name of Witness:

Witness Address

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