

Agreement between the Forestry Commission and British Orienteering

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Introduction

1. This Agreement between the Forestry Commission in **England** and **Wales** (hereinafter referred to as the Commission) and the British Orienteering Federation (hereinafter referred to as the Federation) details the terms and conditions whereby the Federation and its Affiliated Clubs may hold orienteering events and training sessions on the Public Forest Estate in England and the Welsh Assembly Government's woodlands in Wales¹.
2. The Commission and the Federation recognise the importance of working together to further this agreement and to manage, publicise and promote orienteering on the Public Forest Estates in England and Wales.

¹ This agreement is not applicable in Scotland and confers no rights or permissions over the National Forest Estate in Scotland

General

3. All applications by the Federation and Affiliated Clubs for permission to organise an orienteering event or use Public Forest Estates' land in England and Wales for orienteering shall be made in writing on a copy of the application form appended to this Agreement as Schedule 2. This application shall be made to the Forest District Manager within whose area the events or training sessions are to take place. For each event or training session the Federation or Club shall name an organiser who shall be the point of contact with the Commission.
4. Only Events and Training Sessions registered with the Federation will be permitted to use Public Forest Estates' land. The approval granted by the Federation to the relevant Affiliated Club shall expressly state that such approval is provisional and conditional upon the receipt by the relevant Affiliated Club of an FC Permit from the Commission. A copy of the permit is appended to this Agreement as Schedule 3 and forms part of this Agreement.

Insurance

5. The Federation shall indemnify the Commission against all claims arising from any loss or damage, or injury or death to participants, spectators and any third parties arising from the use of Commission land for all events on the Federation's official fixture list and scheduled training sessions.
6. The Federation shall maintain an insurance policy with a reputable insurer for the duration of this Agreement, for an amount of not less than £5 million in respect of anyone claim; the amount of such insurance shall not limit the liability of the Federation to the Commission.
7. The Federation shall ensure that the Commission is included as an 'interested party' in the insurance policy and shall produce the said insurance policy and receipt for the premium paid, on request from the Commission.

Conduct

8. The Federation shall bear overall responsibility for the conduct and general behaviour of competitors and officials and shall use its best endeavours to procure the good conduct of any spectator.

Charges

9. A charge for the permission issued in respect of each event shall be made in accordance with Schedule 1 appended and forming part of this Agreement.

10. Where only part of an event course is on Commission land a pro-rata reduction of the scheduled charges shall be made. The actual reduction shall be negotiated and agreed for each event between the Commission and the event organiser.
11. Charges shall be made for the granting of any special facilities that involve the Commission in extra expense, e.g. siting of toilet facilities or catering, forest buildings used as changing rooms or for other purposes. A further charge shall apply where extra facilities are provided such as car parking; marshalling for cars attending the event; or alternative provision for the general public. Any additional charges made under this clause shall be subject to negotiation and agreement between the Commission and the event organiser.
12. The organiser, his representatives, participants and spectators are liable to car parking charges where these are levied. The organiser shall be responsible for ensuring that all car parking charges due to the Commission are paid within 14 calendar days of an event.

Event Organisation

13. When tents are erected for an event the organiser shall be responsible for their erection and dismantling. Erection may be done on the day before the event or earlier as agreed with the Commission but dismantling and tidying up of the site must be completed to the Commission's satisfaction immediately the event has ended.
14. If it is intended to fix notices or markers to trees on no account shall nails, staples, wire or anything liable to damage trees be used. The recommended method is to tie with string (not nylon or similar fibre) in such a way that damage is avoided.
15. Sales outlets for orienteering equipment and/or confectionery/non-alcoholic drinks/snacks will be allowed at permitted events subject to agreement between the event organiser and the Commission as to the number and siting of such outlets. Charges for these facilities will be agreed between the Commission and the organiser as shown in the attached Schedule of Orienteering Categories and Charges.
16. The organiser shall be responsible for ensuring that all areas used for the event, including car parking areas, trade stands, catering, competitor changing areas and toilets are left clean and tidy to the satisfaction of the Forest District Manager. If such areas are not left clean and tidy within seven working days of an event, the Commission shall reserve the right to undertake such work and charge the reasonable costs to the organiser.

Restrictions

17. It may be necessary to apply reasonable restrictions to orienteering in forests or over parts of such forests at certain times in order to protect particular forest operational or other interests. Wherever possible, these restrictions will be applied to specific and discrete areas rather than blanket constraints. Similar conditions will apply to areas which are restricted for forest operational reasons. In the event that the Commission applies restrictions, the decision of the Commission shall be final.
18. This agreement confers no rights on the Federation or affiliated orienteering clubs for the siting of permanent orienteering courses on the Public Forest Estates. The Commission shall consider requests for the development of such courses and where appropriate, shall enter into agreement with the Federation in such manner as may from time to time be prescribed by the Commission in association with the Federation.
19. The Federation shall ensure that affiliated Clubs provide reasonable opportunities for the Commission to promote its involvement at events organised on the Public Forest Estates. Such promotion may include opportunities to display banners, use of the Commission logo in publicity and promotional material and other opportunities which may from time to time occur. The Commission shall provide reasonable opportunities for the Federation to promote orienteering in appropriate publicity material produced by the Commission.
20. The Commission recognises that for some competitions it may be necessary to agree an area at least two years in advance. In these circumstances the Commission shall nominate a liaison officer and shall acquaint the organiser of any proposed forest operations up to the date of the event so that the most suitable areas may be determined. The Commission will use its reasonable endeavours to ensure that no unscheduled forest operations will be undertaken which affect the agreed area in this period.
21. They will both at all times use their reasonable endeavours to work together to co-operate and to liaise, to ensure that the Federation's activities on the Public Forest Estates are not interrupted or adversely affected by any action or omission of the Commission. In particular the Commission agrees that it will keep the Federation informed at all times of all relevant actions, other than those directed by the Federation, which it intends to carry out on the Public Forest Estates that might affect the use of the Public Forest Estates by the Federation and the Affiliated Clubs.

22. If the Commission's tenants and/or landlords or other persons having an interest in the land are likely to be affected by an event or its use as a training area or their permission/notification is required, then arrangements to notify these persons or obtain their permission shall be made between the organiser and the Commission. The Commission shall give the organiser the names and addresses of those persons likely to be affected.
23. No other organised sporting events shall be authorised on the same area (except training areas) by the Commission during the period (including the period required for preparing the area immediately prior to an event taking place as agreed with the Commission) that a Federation or Affiliated Club event is taking place, but the Commission shall not restrict normal public access over areas where an event has been agreed. In the event that a motor car or motor cycle rally is to pass through a training area the Commission shall notify the organiser and no use of the area shall be made by the Federation or Club for the period of the rally.
24. The Commission will endeavour to arrange for temporary cessation of contract operations by contract holders on Commission Land affected by an Event or Training Session for the duration of the Event or Training Session. In the event that an agreement cannot be reached with a contractor, the Commission may require the Event or Training Session to be re-routed or cancelled.

Accident Reporting

25. The Federation shall use its best endeavours to ensure that the Commission is notified (by means of a copy of the Federation's Incident Report Form) within 7 days of the end of any Event or Training Session of any accident, injury to participants, spectators and any third parties arising from the use of Commission Land for Events and Training Sessions carried out under the terms of this Agreement.

Rights

26. This Agreement confers no rights on the Federation or any of the Affiliated Clubs:
 - a. to provide any sales outlets for the sale of refreshments, merchandise or any other items within the Commission Land, save to the extent permitted for a particular Event by the FC Permit relating thereto;
 - b. to erect grandstands or other similar structures on Commission Land and operate hospitality, save to the extent permitted for a particular Event by the FC Permit relating thereto;

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- c. to offer corporate hospitality facilities, save to the extent permitted for a particular Event by the FC Permit relating thereto.
27. The Forestry Commission reserves the right to revoke permission for an event or an Acknowledgement of Intent to Hold an Orienteering Event at any time by notice given to the organiser of the event in writing. If the revocation is to meet Forestry Commission requirements no charge shall be made in England and Wales. This right will only be used exceptionally and whenever possible a suitable alternative area will be provided. If the revocation is required as a result of default by the organiser or persons in his charge, the Commission shall charge the organiser a fee of £50.00 in England and Wales.
28. The Commission and the Federation shall meet annually at the request of either party to review data on the number of events held in the preceding calendar year on the Public Forest Estates, and the conduct of this Agreement.

Duration and Termination

29. This agreement shall run in perpetuity: the agreement may be terminated by either party subject to the provision of no less than three months written notification to the other party.
30. The charges shall be reviewed annually in accordance with the terms of schedule 1 to this agreement.

Signed _____

Date _____

For and on behalf of the Commission

Signed _____

Date _____

For and on behalf of the Federation

Schedule 1: Orienteering Categories and Charging

Event Categories

31. There are four levels of event from D, local events to A national events. These levels represent both the quality of the event and the quality of the competition at the event. This is independent of whether it is a 'Long' or 'Middle Distance' Cross Country event, 'Sprint', 'Relay', 'Night', Urban, or any other type of event.

Charges

32. The following are the base charges that will apply from 1st September 2010 and which will be subject to revision in accordance with the terms of the Agreement.
- a. All Events: A flat rate booking fee of £75, inclusive of the first 50 participants, and £3.00 per participant thereafter.
33. These charges are subject to the following:
- a. For local events with less than 20 competitors a formal permission should not be issued; a standard Forestry Commission Estates Permissions Letter should be sent to applicants advising of any problems within the area requested and the event recorded in the diary, no consultation is required. A reduced flat rate booking fee of £25 will be payable at the time of booking.
- b. The charge will be based on the number of participants anticipated at the time of booking. The actual numbers of competitors will be supplied to the Commission following the event, in accordance with the terms of the permission.

Cancellation Charges

34. Where a permitted event is cancelled by the Commission, no charge shall be paid by the organiser. Where an event is cancelled by the organiser, the Commission shall charge the minimum booking fee of £75.

Sales Points

35. Charges shall be levied for sales points at all events. All charges shall be negotiated locally.

Inflation

36. All the above charges are for the period 1 April 2010 to 31 March 2013. The charges shall be reviewed every three years in accordance with the movement of the General Index of Retail Prices (all items excluding mortgage interest payments index RPIX) at 31 December in the preceding year.

VAT

37. The provision of facilities for orienteering is for VAT purposes an exempt supply and therefore VAT shall not be levied on the above charges.

Media Rights

38. Where the organiser wishes to make a recording or transmission of the event for non-news or non-terrestrial transmission purposes an additional charge may be levied by the Forestry Commission.

Promotion

39. The event organiser will recognise the Forestry Commission's role in hosting the event in any promotional material, web sites and news releases. The organiser will also provide the Forestry Commission with appropriate banner locations around the course including the finish area.

Schedule 2: Application for a Permission to hold an Orienteering Event

1. Location (Forest Name) ^(see note 6): _____
2. Title of Event: _____
3. Name of Club: _____
4. Applicant:
 - a. Name of applicant: (Mr/Mrs/Ms) _____
 - b. Address of applicant: _____

_____ Postcode: _____
 - c. Telephone: _____
 - d. email: _____
5. Event Details:
 - a. Date and time of Event: _____
 - b. Date and time when event set-up will begin: _____
 - c. Date and time when event take-up will be completed: _____
 - d. Level of Event: National / Regional / Local ^{*delete as appropriate}
 - e. Estimated participant numbers: _____
 - f. Details of any tents, Sales Points or other structures required ^(see note 6):

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g. Please tick if:

- ☐ You intend to notify the police of the event
- ☐ Marshall will be sited on Course
- ☐ 'Portaloos' will be hired
- ☐ A Gate/Barrier will be required

h. Please provide make, model, registration number and purpose for any vehicles that will require access beyond public parking places:

i. Please tick all of the boxes below to confirm that:

- ☐ I apply for permission to organise the above event, and confirm that I have read and understood the notes below. I agree to be bound by the conditions of the Agreement between the Forestry Commission and the British Orienteering Federation from 1 April 2010.
- ☐ I have enclosed a route map and OS map for the event indicating the details listed at note 6 below.
- ☐ I have enclosed a copy of my insurance certificate for the event, or confirm that the event is covered by the national insurance policy held by the Federation in accordance with the Agreement.
- ☐ I enclose a copy of my risk assessment for the event.

Signed: _____ Date: _____

On behalf of: _____ (see note 5)

Name: _____

Address: _____

_____ Post Code: _____

Notes for Applicants

1. The Forestry Commission and the British Orienteering Federation have entered into an Agreement valid from 1 April 2010 whereby the Federation and Affiliated Clubs may hold orienteering events and training sessions on Forestry Commission land.
2. All organisers of orienteering events and training sessions on Forestry Commission land agree to be bound by the Terms and Conditions of the Agreement between the Forestry Commission and The British Orienteering Federation. A copy of the Agreement may be inspected at Forestry Commission District Offices or obtained from The British Orienteering Federation.
3. Charges for events and training sessions in England and Wales are listed in the Schedule of Orienteering Categories and Charges.
4. Organisers are asked to give as much notice as possible of their wish to hold an orienteering event or training session. It may not be possible to authorise events where permission is sought less than 6 weeks before the date of the proposed event.
5. All applications must be signed by an authorised representative of a Club affiliated to The British Orienteering Federation, who can certify that the Event is being run under the terms of the Agreement between the Forestry Commission and The British Orienteering Federation.
6. Please supply both an event map and an Ordnance Survey (of 1:25000 or 1:50000 scale) indicating the location of:
 - a. The general area of the event.
 - b. The course.
 - c. The requested sites of all sales points, tents, portaloos and other required structures.
 - d. Access routes required for event organisers.
 - e. Parking areas for organisers and participants.
 - f. Event control points.

Schedule 3: Permission to hold an Orienteering Event

Reference: _____

Forest District Name: _____

Forest District Address: _____

Telephone Number: _____

1. This permission is issued on completion of the enclosed "Application to hold an Orienteering Event"

The Parties

2. The Forestry Commission _____
[insert Forest District name and address] hereinafter referred to as the Commission.
3. The Permit Holder _____
[insert the name of the Orienteering Club and the organiser's name and address] hereinafter referred to as the Permit Holder.

The Rights Granted

4. Permission is given to the Permit Holder to hold an [orienteering event] [training session] on Forestry Commission land in England and Wales subject to the following conditions.

The Site

5. The areas over which the rights are granted are as shown edged _____ on the plan attached and as described in the schedule to this permission.

The Level

6. As specified in the Master Agreement Schedule of Orienteering Categories and Charges.

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The Duration

7. From _____ to _____ or

On the day/night of _____ (delete as necessary)

The Charge

8. The charge (where applicable) shall be calculated in accordance with the Schedule of Orienteering Levels and Charges specified in the Master Agreement.

General Conditions

9. The terms and conditions under which this permission is granted shall be those detailed in the Agreement between the Forestry Commission and the British Orienteering Federation which subsists from 1 January 2006 to 31 December 2008.
10. The Permit Holder shall submit to the Commission an account of the numbers of participants within 14 days of completion of the event and shall pay the amount due within 30 days of the date of the invoice.
11. The Permit Holder shall pay compensation or make good to the Forest District Manager's satisfaction all damage to Forestry Commission property caused by the exercise of this permission. The Permit Holder shall be responsible for ensuring that all areas used for the event including car parking areas, trade stands, catering and competitor changing areas and toilets are left clean and tidy to the satisfaction of the Forest District Manager. If such areas are not left clean and tidy within 7 days of an event, the Commission shall reserve the right to undertake such work and charge the reasonable costs to the Permit Holder.
12. The Permit Holder, the Permit Holder's representatives and event participants shall be liable for car parking charges where these are normally levied by the Commission and the Permit Holder shall be responsible for ensuring payment of all such charges due to the Commission.
13. This permission is granted on the understanding that the event and or training session has been registered with the British Orienteering Federation and is covered by the insurance policy maintained by the Federation.
14. The Permit Holder shall ensure that adequate and proper arrangements are made to the satisfaction of the Forest District Manager to protect the safety of participants, spectators and all others likely to be within the vicinity of an event. The arrangements shall include:
 - g. Details of the proposed area(s) to be used

- h. Start and finish points
 - i. Route signing
 - j. Signing to inform people other than participants of the presence of the event and to give any necessary warnings
 - k. Marshalling
 - l. Checking of the area after the event
 - m. Arrangements for medical assistance
15. A risk assessment will be carried out using the BOF risk assessment form.
16. If the Commission's tenants and/or landlords or other persons having an interest in the land are likely to be affected by an event, the Permit Holder shall notify those persons not less than 14 days before the event and if their permission is required the Permit Holder shall obtain it. The Commission shall give the Permit Holder the names and addresses of those persons likely to be affected.
17. The Forest District Manager shall ensure that all holders of a contract to provide services to, or purchase goods from, the Commission on the land affected by this permission are notified of the permission, and the approved route or area to be used, and shall require them to notify any sub-contractors and their employees.
18. The Forest District Manager shall ensure that all forest district staff are notified of the permission and the approved route or area to be used.
19. The Permit Holder shall ensure that no vehicles owned by the organiser, his representatives, participants and spectators may enter Forestry Commission land unless with the prior written authority of the Forest District Manager who shall specify to the Permit Holder which access routes or areas may be used.
20. The Permit Holder shall ensure that the Forestry Commission Byelaws are observed, except as expressly authorised by this Agreement. A copy of the Byelaws will be supplied on request by the Forest District Manager. In particular the Permit Holder shall ensure:
- n. there is no smoking or lighting of fires;
 - o. all gates are left in the position as found;
 - p. reasonable care is taken to prevent disturbance to wild fauna and flora and to agricultural livestock;

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- q. compliance with any instructions issued by the Forest District Manager or his authorised representative;
 - r. any motor vehicles authorised under condition 18 must not exceed a speed limit of 15 miles per hour;
 - s. no forest roads are obstructed.
21. The Forestry Commission reserves the right to revoke this permission at any time by notice given to the Permit Holder in writing. If the revocation is to meet Forestry Commission requirements no charge shall be made unless a suitable alternative location can be provided. This right shall only be used exceptionally and whenever possible an alternative area shall be provided. If the revocation is required as a result of default by the Permit Holder or any representative no refund shall be made.
22. As the forest areas subject to this permission are also used by certain other third parties, it is necessary in the interests of management of the forest for such third parties to notify you of events which may affect or restrict your use of the forest. In these circumstances the Forestry Commission will disclose your details to certain other forest users for this purpose only. By signing this document you agree to such disclosure by the Forestry Commission to other users.

Local Conditions

23. The agreement is subject to any local conditions appended hereto.

Acceptance

24. I accept the foregoing conditions and agree to pay the charge calculated in accordance with paragraph 8.

Name _____ (Permit Holder) Signature _____

Date _____

Please sign and return both copies of this permission to the Forest District Manager before _____

Signed on behalf of the Forestry Commission

Name _____ Signature _____

Date _____