

Management agreement

between

Llanymddyfri Forest District  
of  
Natural Resources Wales

and

Pontrhydfendigaid Community Woodland  
Association

1<sup>st</sup> April 2014

## **MANAGEMENT AGREEMENT.**

This Agreement dated the 1<sup>st</sup> April 2014 and made between Llanymddyfri Forest District of the Natural Resources Body for Wales (hereinafter referred to as 'The Natural Resources Wales') and the Community Group shall apply to the Site for the Term for the Permitted Use subject to the Conditions

### **The following definitions shall apply to this Agreement:-**

"Community Group"	The Community Group is Pontrhydfendigaid Community Woodland Association and shall be deemed to include all those authorised by it in writing and for the avoidance of doubt, includes employees, agents, contractors and volunteers
"Site"	The Site is the land at Coed Dolgoed identified on the plan at Appendix A, edged red
"Term"	This Agreement shall be made for a period of TWELVE YEARS commencing with the date of this agreement.
"Permitted Use"	To undertake the Works to the Site, together with the maintenance and/or inspection of the said Works and carry out activities associated with the works for the duration of the Term
"Conditions"	As set out in clauses 1-22 below
"Works"	The Works are the works described (by reference to specifications and plans as appropriate) and agreed in writing periodically between the Natural Resources Wales and the Community Group during the course of the Term, provided that the Natural Resources Wales's decision on what works are approved, shall be final.
Method Statement (Works)	As set out in Schedule 2 or as varied with the agreement of the Natural Resources Wales in accordance with best Health and Safety working practices
Risk Assessment (Works)	As set out in Schedule 3 or as varied with the agreement of the Natural Resources Wales in accordance with best Health and Safety working practices
Access Route	The Access Route to the Site is shown as a black & yellow line on the Plan - off Abbey Road – a public road

## **The following conditions shall apply to this agreement:-**

### **Right to Carry out the Works**

1. The Community Group shall carry out the works diligently, competently, and to best practice, in accordance with the Method Statement and Risk Assessment. Any high risk works as determined by Natural Resources Wales shall be undertaken by personnel holding relevant formal qualifications. (e.g. chainsaw and civil engineering works etc)
2. The Community Group shall provide copies of all relevant formal qualifications to the Natural Resources Wales on demand.
3. There will be a joint annual review by both parties of the progress made in implementing the Works.
4. The parties may agree from time to time to vary the Works on the Site. Any proposed variations are to be submitted by the Community Group to the Natural Resources Wales in full, with specifications and drawings as appropriate. Any agreement by the Natural Resources Wales shall be in writing but subject to the sole right of the Natural Resources Wales to refuse any such variations.
5. No physical work may take place on the Site until the Natural Resources Wales has given its written agreement to the Works. For the avoidance of doubt, the Works identified in Schedule 1 are agreed by the Natural Resources Wales.
6. Any footpaths, cycle-ways or other recreational access routes created as part of the Works shall be permissive rights of way only.
7. The Community Group is prohibited from using or applying any chemicals to the Site without the express consent of the Natural Resources Wales in writing or unless this is included as part of the Works in Schedule 1
8. Both parties agree to inform the other party of any new hazard or constraint discovered or introduced during the Term. For any new hazard or constraint identified to the Community Group, the Community Group shall revise the Risk Assessment and Method Statement and submit this to the Natural Resources Wales.

### **Usage**

9. The site and works may be used by the Community Group during the Term provided that the Natural Resources Wales has the absolute right to refuse any request for

usage on any particular occasion and provided that this right will not be exercised unreasonably.

### **Natural Resources Wales Activities and Temporary Suspension**

10. The Natural Resources Wales shall use its reasonable endeavours to consult on decisions regarding the management of its land which could significantly affect the Site including the Forest Design Plan review process. However, the Natural Resources Wales's decisions shall be final.
11. The Natural Resources Wales reserves the right to suspend the Agreement from time to time without prior notice at the sole discretion of the Natural Resources Wales. The Natural Resources Wales will use reasonable endeavours to give as much notice as possible and in the event of a suspension, as soon as practicable, to lift the suspension.

### **Liability and Insurance**

12.
  - 12.1 The Community Group shall accept responsibility for any damage to Natural Resources Wales property arising as a direct consequence of the exercise of this Agreement and will make good or pay for such damage to be remedied, to the reasonable satisfaction of the Natural Resources Wales.
  - 12.2 The Natural Resources Wales shall accept responsibility for any damage to 'The Works' arising as a direct consequence of its operations and will make good or pay for such damage to be remedied to the reasonable satisfaction of the Natural Resources Wales.
13. During the period of this Agreement the Community Group is to maintain a valid insurance policy covering both its own liability and the liability of all those authorised by it for actions or omissions that cause damage, death, injury or loss to Natural Resources Wales personnel and property and that of Third Parties in respect of any one claim of not less than £5,000,000 (such figure in no way limiting the Community Group's liability) and is to produce the current certificate of insurance and renewal receipt for such policy to the Natural Resources Wales annually on demand.
14. The Community Group is permitted to enter Natural Resources Wales land entirely at its own risk and on the condition that it will have no claim whatsoever against the Natural Resources Wales for any loss, damage or injury to person or property, (except where resulting from any malicious or wilful act or negligence on the part of the Natural Resources Wales).

## **Compliance with Statute and By-Laws**

15. The Community Group shall comply with all Statutes, Regulation and Orders, applicable to the exercise of this Agreement and for the avoidance of doubt including Environmental Protection Act, Town and Country Planning Acts, Wildlife and Countryside Act, Health and Safety at Work Act and shall indemnify the Natural Resources Wales for any breaches, whether intentional or otherwise.

The Community Group shall comply with the Natural Resources Wales's byelaws a copy of which will be made available on request or viewed at [www.forestry.gov.uk](http://www.forestry.gov.uk), subject to the exceptions agreed in accordance with the Permitted Use.

16. This Agreement is solely a licence to undertake certain agreed Works and does not grant or purport to grant any legal interest in the land, whether by the 1954 Landlord and Tenant Act or otherwise.

## **No Assignment, Transfer, Sharing of this Agreement or alteration to the Community Group**

17. This agreement is personal to the Community Group and is not transferable to any affiliated groups or other parties.
18. The Community Group shall not alter its constitution or governance in a way that materially affects this Agreement without the consent of the Natural Resources Wales which shall not unreasonably withhold its consent.

## **Notices**

19. Any notice under this agreement served on the Natural Resources Wales shall be served on the Natural Resources Wales at the Llanymddyfri Forest District Office, Llanfair Road, Llandovery, Carmarthenshire SA20 0AL. Any Notice served on the Community Group shall be served on the nominated representative at 10 Terrace Road, Pontrhydfendigaid, Ceredigion SY25 6EG. The Community Group shall inform the Natural Resources Wales of any change in the nominated representative in writing within 14 days after the change takes effect.

## **Break Clause and Termination**

20. After 5 years from the date of the agreement, either party may end this Agreement during the remainder of the term subject to the service of a minimum 6 months Notice in writing.

21. Should the Natural Resources Wales consider that there has been a substantial breach of any of the terms of this Agreement, including but not exclusively in relation to Health and Safety, the Natural Resources Wales reserves the right to terminate this Agreement without prior Notice.

**Signed:** ..... *Mari Sibley* .....

**on behalf of Natural Resources Wales**

Name and position: Mari Sibley, ~~Principle~~ *Principal* Surveyor

**Signed:** .....

**authorised signatory for and on behalf of the Community Group**

Name and position: Keith Stevenson, Chairman

## Schedule 1 – The agreed works

To include:

- 1) Upgrade existing access track in Coed Cnwch shown as the orange dotted route on the plan, and the informal access track in Coed Cnwch shown as a purple line on the plan. Works will include laying stone over a terram geo-textile membrane in boggy areas, and installing stone step-overs across drains etc. Boardwalks are NOT acceptable. Natural Resources Wales will only consider boardwalks when NO suitable alternative solution is available.
- 2) Create all-ability track shown as a green line from car park area across Coed Dolgoed linking to new track shown as the yellow and black line – route to be agreed following site survey
- 3) Create ponds alongside track as in 2 above. (shown as blue polygons)
- 4) Install signage, waymarkers, seats, benches etc. at locations to be agreed by both parties.
- The project period for capital works is 5 years.
- Formal inspections of infrastructure will be carried out initially by Natural Resources Wales, but after appropriate training, by members of the Pontrhydfendigaid Community Woodland Association. Ongoing management and maintenance works can also be undertaken by Association members where these are simple manual operations.
- The duration for the relevant insurance provisions stipulated in clause 13 above is five years.
- Llanymddyfri Forest District staff will act as Forest Works Managers for civil engineering, forestry and high risk operations.

The planned works are detailed in the 'Timeline of actions to implement project plan' document submitted 12 December 2011. Agreed amendments are as noted in the 'Minutes of Coed Dolgoed site meeting 21 March 2012', signed May 1<sup>st</sup> 2012.

Constraints:

- 1) There is a legal clause in the acquisition deed prohibiting 'interference with the overflow stream between the reservoir (P) and the drain (L)'. See map.
- 2) Coed Cnwch is a Planted Ancient Woodland Site (PAWS). Civil engineering and forestry works must be carried out in such a way as to protect and enhance the site's environmental qualities
- 3) Pond creation will be subject to consent from the Environment Agency.
- 4) The possibility of having to clearfell Japanese larch should it become infected with *Phytophthora ramorum* may diminish the perceived value of the works, or may constrain when and how proposed works can be carried out.
- 5) An interpretation plan should be drawn up and agreed by the Natural Resources Wales Interpretation Manager as part of project planning, to ensure that any signage installed is not intrusive and conforms to Natural Resources Wales corporate standards,

## **Schedule 2 – Method Statement for ' Works'**

Method statements for high risk works will be drawn up by Natural Resources Wales

Natural Resources Wales will carry out high risk works. Simple works can be carried out by Association members following approval of method statements by Natural Resources Wales.

Works will be carried out with due regard to environmental timing issues.

Notices advising the public that works are ongoing must be displayed at the car park and entry points to Coed Dolgoed. High risk works may require temporary suspension of public access under the CRow Act.

## **Schedule 3– Site Specific Risk Assessment 'Works'**

Appropriate risk assessments will be drawn up by Natural Resources Wales and PWCA before the commencement of works.

## **Schedule 4– Method Statement for ' Usage' by the Community Group**

The Pontrhydfendigaid Community Woodland Association will enjoy use of Coed Dolgoed for quiet informal recreation. The site is CRow dedicated – permitting access by persons on foot.

Horse-riding is permitted under the terms of the concordat between Forestry Commission Wales (which has been adopted by Natural Resources Wales) and the British Horse Society. (...to allow open access, where management control is not required to regulate access and there are no restrictions arising from title constraints, operations, environmental or other issues, for non-commercial horse riders to all Welsh Assembly Government Woodlands, managed by Natural Resources Wales. This excludes single use definitive footpaths, cycle routes, walks and all ability trails).

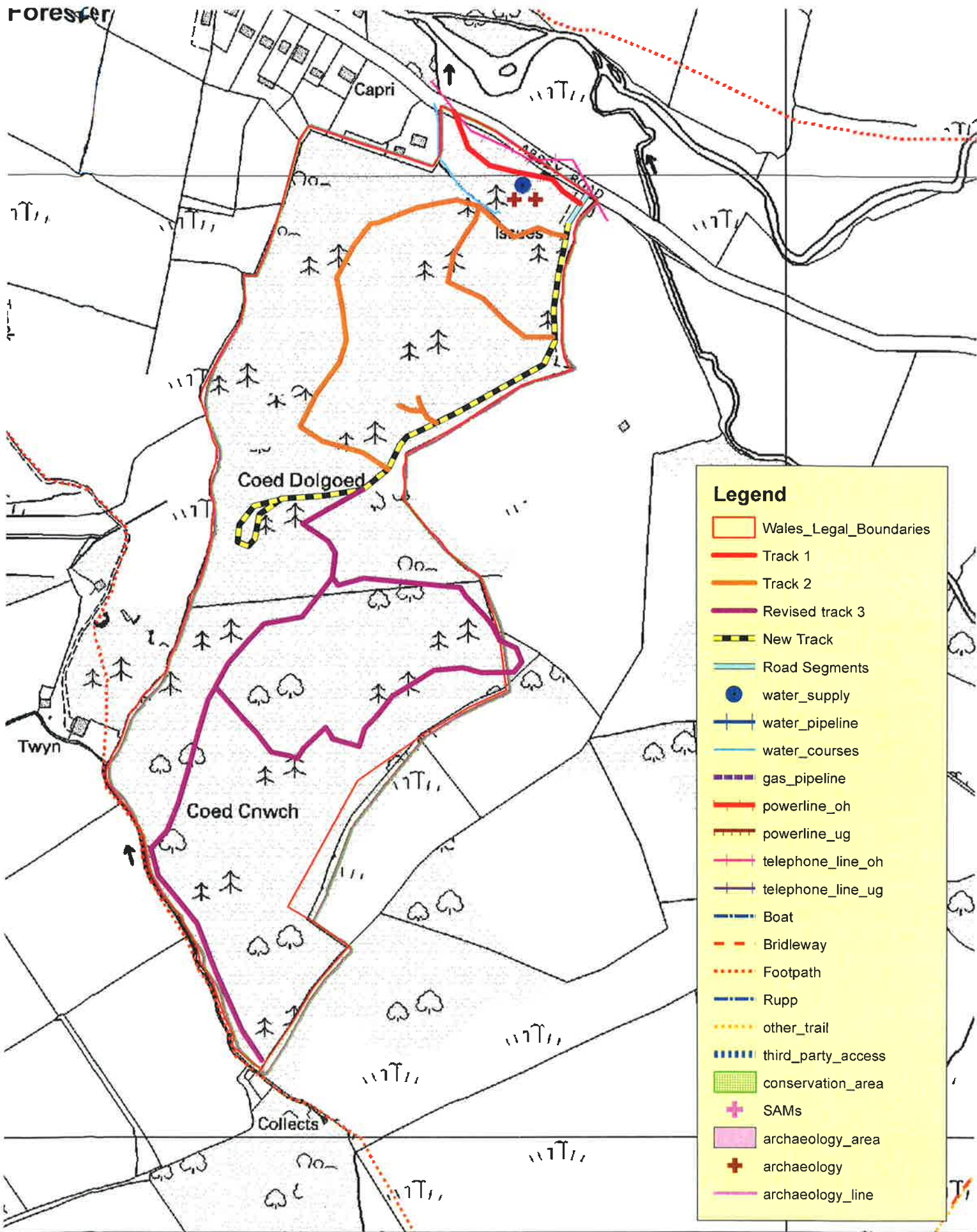
Usage will be on an open informal basis. Where events are planned appropriate notice must be given to Natural Resources Wales – currently 12 weeks. Permission to hold events will not ordinarily be withheld, providing such events do not conflict with normal forest operations.

Notices advising the public that events are programmed will be displayed at the car park and entry points to Coed Dolgoed.

## **Schedule 5– Site Specific Risk Assessment 'Usage'**

Appropriate risk assessments will be drawn up by PWCA before the commencement of events. Natural Resources Wales will give guidance to PWCA in this matter.



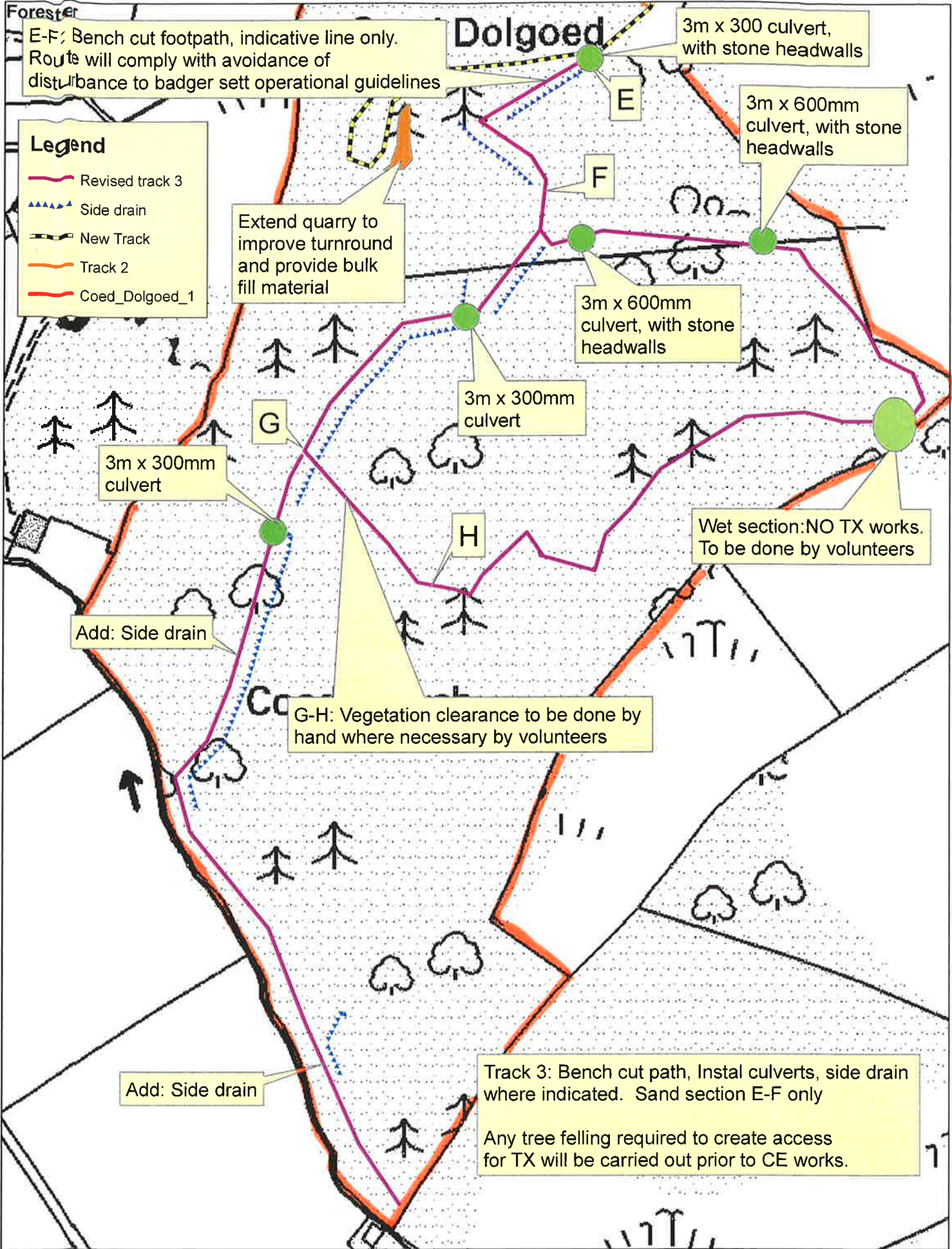


Forest District - Llanymddyfri  
 Title  
 Type of Map - Stock  
 Scale - 1:5,000  
 Date

Management Area	---	FC Road	---	=====
Compartment Bdy	---	Ride	---	=====
Compartment No, and area (ha)	2032 32	O/H Powerline	---	+++++
Sub-Compartment Bdy	---	Ancient Monuments (Scheduled/Unscheduled)	---	+++++
Sub-Compartment, Species & Planting Year	SS98PF	Recreation Site	---	---

**Cyfoeth Naturiol Cymru**  
**Natural Resources Wales**

Cyfoeth Naturiol Cymru  
 PSMA Rhif y Trwydded - 100019741  
 Natural Resources Wales  
 PSMA Licence Number - 100019741



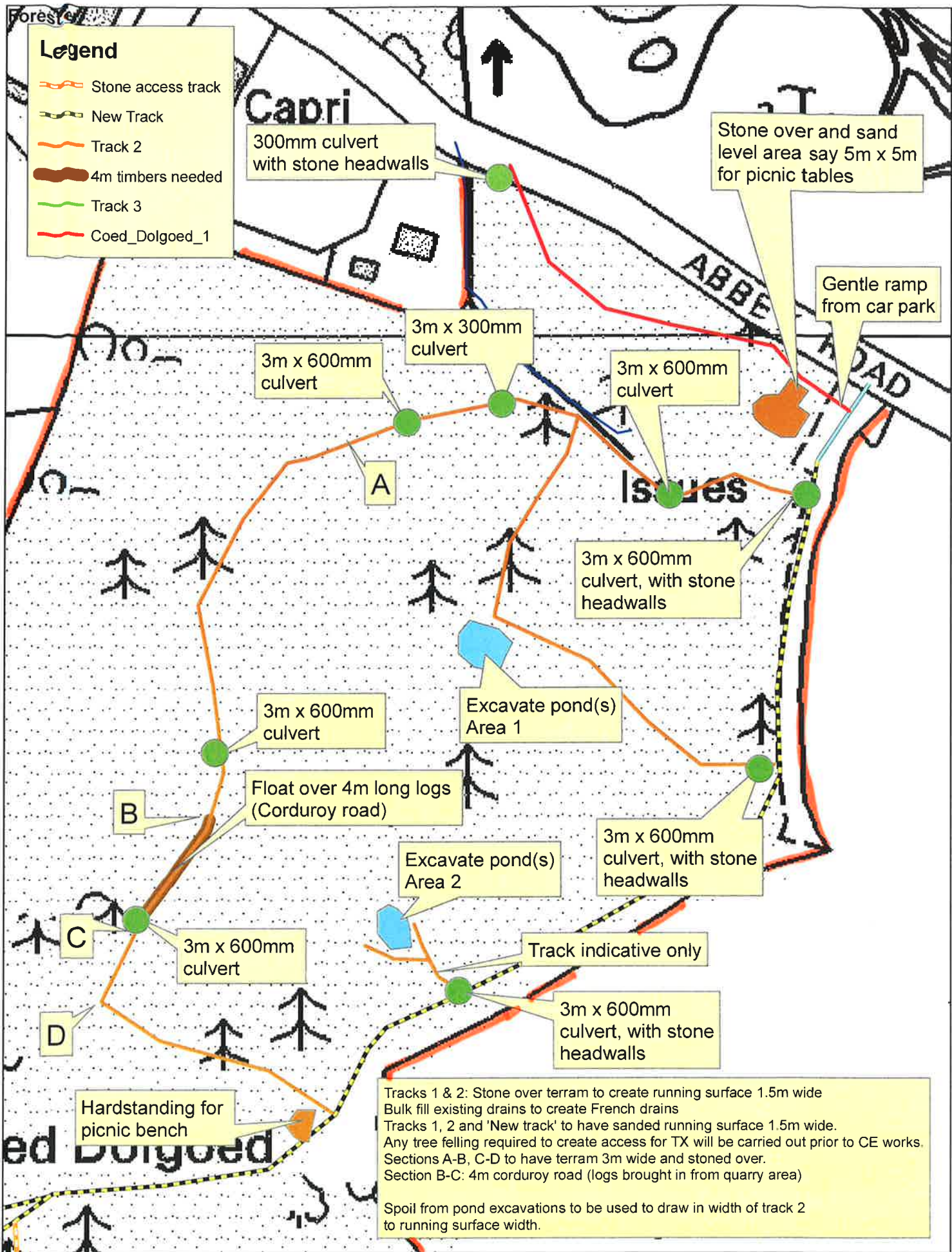
Forest District  
 Title  
 Type of Map  
 Scale  
 Date

Stock  
 1:1,741

Management Area  
 Compartment Bdy.  
 Compartment No, and area (ha)  
 Sub-Compartment Bdy  
 Sub-Compartment, Species & Planting Year

FC Road  
 Ride  
 O/H Powerline  
 Ancient Monuments (Scheduled/Unscheduled)  
 Recreation Site

2032  
 32  
 ss/df  
 56



Forest District  
 Title  
 Type of Map  
 Scale  
 Date

Stock  
 1:1,321

Management Area  
 Compartment Bdy.  
 Compartment No. and area (ha)  
 Sub-Compartment Bdy  
 Sub-Compartment, Species & Planting Year

FC Road  
 Ride  
 O/H Powerline  
 Ancient Monuments (Scheduled/Unscheduled)  
 Recreation Site

2032  
 32  
 55/DF  
 56

Cyfoeth Naturiol Cymru  
 Natural Resources Wales

OS OpenStreetMap  
 PSM/Mapbox/Mapbox  
 Natural Resources Wales  
 PSM/Mapbox/Mapbox

Coed Dolgoed north v3