

Dated

22<sup>nd</sup> September 2020

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AGREEMENT

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FOR THE MANAGEMENT OF A WOODLAND  
OWNED BY  
WEST OXFORDSHIRE DISTRICT COUNCIL

between

WEST OXFORDSHIRE DISTRICT COUNCIL

and

WITNEY WOODLAND VOLUNTEERS

West Oxfordshire District Council  
Council Offices,  
Woodgreen,  
Witney, Oxfordshire OX28 1NB

**THIS AGREEMENT** is dated 22<sup>nd</sup> September 2020

**PARTIES**

- (1) WEST OXFORDSHIRE DISTRICT COUNCIL of Council Offices, Woodgreen, Witney, Oxfordshire OX28 1NB ("WODC")
- (2) WITNEY WOODLAND VOLUNTEERS an unincorporated association of Witney ("WWV")

**IT IS AGREED THAT;**

In consideration of the sum of one pound (£1) paid by WWV to WODC, WODC grant WWV the following rights from the date of this agreement and subject to the conditions in this agreement;

1. To access the land within the site boundary shown on the attached plan at Annex 1, belonging to WODC (the "Land"), for the purpose of managing a woodland.
2. To manage the Land in accordance with the Forestry Commission Woodland Management Plan 2018 attached at Annex 2

These rights are granted by WODC on the basis that they should not give WWV a right to exclusive possession on the Land or constitute a tenancy of any kind.

**CONDITIONS;**

This agreement is subject to the following conditions, that;

1. Subject to clauses 27 and 28 of this agreement, this agreement will terminate 10 years after the date it is signed.
2. Prior to carrying out any work on the Land, WWV will ensure that they have located the position of all services crossing the site by contacting the companies responsible for these services. WWV must comply with any restrictions placed on them by these companies with respect to the woodland and in particular those set out in clauses 3 and 4.
3. WWV will pay special attention to Health and Safety when carrying out any work such as coppicing within 12 metres either side of the centre of the overhead electricity cables and will take into account safety at all times when organising work parties or activities in close proximity to the overhead electricity cables.
4. WWV will not carry out any work or activities within 6 metres either side of the centre of any underground pipes.

5. WWV will be responsible for the repair of any damage to services crossing the site caused by their activities or by their woodland planting.
6. WWV will be responsible for obtaining any necessary permissions, licences or consents required from all appropriate authorities for the purpose of managing the woodland.
7. WWV will be responsible for managing the Land in accordance with the Forestry Commission Woodland Management Plan 2018.
8. Prior to employing any contractors to carry out work for the management of the woodland which is beyond the scope of the WWV members, WWV will submit details of these contractors and works to WODC for approval.
9. WWV will only carry out works and activities that have been included in the Forestry Commission Woodland Management Plan 2018, unless otherwise agreed in writing by WODC.
10. WWV will carry out the approved works and activities ensuring compliance with all relevant Health and Safety legislation.
11. WWV will be responsible for all necessary maintenance within the Land boundary throughout the agreement including, but not limited to, litter picking, coppicing, hedge maintenance, repairs to signage, footpath clearance, tree ringing to remove ivy, the creation of habitat piles, the maintenance of seating and fixtures, but does not include maintaining or removing rabbit fencing, large scale forestry thinning, health and safety tree surgery operations or gang mowing.
12. WWV will be responsible for carrying out an annual or six monthly walk over survey to check for any Health and Safety issues and to carry out any small works arising out of the survey. If large scale works are identified then WWV will be responsible for obtaining suitable quotes from contractors for submission and approval by WODC and to supervise any subsequent works and carry out any necessary clearing up work.
13. WWV will not cause any nuisance or annoyance to the Owners or Occupiers of property adjacent to the Land or damage to neighbouring land.
14. WWN acknowledges that WODC may freely enter the land for the purpose of ensuring that the woodland is planted and managed in

accordance with the Forestry Commission Woodland Management Plan 2018.

15. WWV will remove all machinery and equipment from the Land when it is not in use.
16. WWV will not store any materials on the Land, which are not for the purposes of the approved work. Approved materials may only be stored for a maximum of two weeks prior to their use on the Land apart from tree guards and tree stakes required for the day to day maintenance of young trees which may be stored in the closed section of the Land.
17. WWV will not burn any materials on site or create smoke or obnoxious smells on the Land.
18. WWV will not create any area of standing water without prior consent first being obtained from WODC.
19. WWV will take all reasonable steps to ensure that the Land does not become more vulnerable to access by unauthorised persons or vehicles.
20. WWV will allow public access to the Land except where that should impede the management of the woodland or to ensure compliance with all relevant Health and Safety legislation.
21. WWV confirms its status as an "Unincorporated Association with a Management Committee" that is duly authorised to enter into this agreement.
22. WWV will comply with all relevant WODC policies or requirements related to safeguarding children and vulnerable people who may visit the Land when participating in activities organised by WWV.
23. Throughout the period of the agreement WWV will maintain an insurance policy on terms approved by WODC to cover all claims, including third party claims, arising from their activities in managing the woodland.
24. Prior to carrying out any work on the Land, WWV will provide WODC with a copy of their insurance policy documents and evidence that such insurance is in force.
25. WWV must not assign all or any of the rights granted by this agreement which are personal to WWV.

26. WWV must keep WODC fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of WWV, or any person on the Land with its expressed or implied authority, or the exercise or alleged exercise of the rights granted by this agreement, or any breach or non-observance by WWV of the obligations, conditions or other provisions of this agreement.
27. This agreement can be terminated by either party giving not less than three months prior written notice to the other.
28. WODC will have the right to terminate this agreement immediately if WWV is wound up or following 2 weeks written notice if WWV is in breach of any conditions of this agreement. During the 2 week notice period WWV will have the opportunity to discuss any alleged breach of condition with WODC, who may cancel the termination notice if WWV are found not to be in breach or are able to rectify the breach within a reasonable period of time.
29. WWV acknowledges that the WODC is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

WWV shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the WODC to enable WODC to comply with its obligations under the FOIA and EIRs;
- (b) transfer to WODC all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide WODC with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the WODC requires within 5 working days (or such other period as WODC may reasonably specify) of WODC's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by WODC.

30. WWV acknowledges that WODC may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from WWV. WODC shall take reasonable steps to notify WWV of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) WODC shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
31. Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the agreement.
32. All notices to be served on WODC by WWV must be in writing and either be delivered at or sent either by email or first class post to [ ].

All notices to be served on WWV by WODC must be in writing and either be delivered at or sent either by email or first class post to David Colbourne Blake Dean New Yatt Road Witney OX28 1NX.

Any notice shall be accepted as having been received;

- (a) if sent by first class post, three days after posting exclusive of the day of posting; or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by email to: estates@publicagroup.uk for WODC and chair@witneywood.uk for WWV

The parties may change the contact details of service by notice but not the method of service in accordance with the above.

33. Each party to this Agreement agrees to sign his agreement by electronic and/or scanned signature (whatever form that electronic and/or scanned signature takes) and that this method of signature is as conclusive of their intention to be bound by this agreement as if signed by each party's manuscript signature.
34. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

35. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

AS WITNESS the parties have signed this Agreement the day and year first before written

SIGNED FOR WODC by


Name GILES HUGHES

Signature 

Position Chief Executive  
(and duly authorised signatory)

SIGNED FOR WWV by

Name DAVID COLBOURNE

Signature 

Position  
(and duly authorised signatory)

CHAIR, W.W.V.