



Forestry England and British Orienteering

National Agreement



2020-2023

Forestry England

Forestry England is the principle land manager of the Public Forest Estate. Our priority is to manage the estate with a core focus on sustainability, in both the land management practices we undertake and the business operations' that underpin these. Within the organisation, the Recreation and Visitor Experience team is focused on driving improved business performance whilst realising the opportunities to deliver public benefit from our estate.

This comprises a wide ranging programme of activities including health, wellbeing and physical exercise delivered through our own staff, partnerships, and third parties. This delivery model will naturally cover a variety of commercial and non-commercial activities which, when blended together, deliver a fully sustainable future for the organisation.

We will facilitate a diverse range of activities across our estate which will be safe, fun, well managed and reflect the needs and aspirations of society. By working with others and through others we will be better able to provide access opportunities and activities to the widest range of people in new, innovative and inclusive ways.

British Orienteering

British Orienteering is the national sports governing body for the sport of orienteering in the United Kingdom. It was founded in 1967 and currently has around 10,000 members and a further 38,500 participants take part in the sport on an annual basis.

We are a growing sport, striving to build on our past success by expanding our participation base into new markets.

British Orienteering is committed to providing safe, fun, well-managed orienteering competitions and activities accessible to all whilst continuing to respect the environment.

Parties: This agreement is entered into on behalf of Forestry Commission acting through Forestry England (hereinafter referred to as Forestry England) and British Orienteering "the parties".

Forestry Commission
620 Bristol Business Park
Coldharbour Lane
Bristol
BS16 1EJ

British Orienteering
Scholes Mill
Old Coach Road
Derbyshire
DE4 5FY

FEE lead: Bridgette Hall (Head of Recreation) Bridgette.hall@forestryengland.uk

Partner lead: Peter Hart (Chief Executive, British Orienteering)

Duration: This agreement will commence on [**]th August 2020 until 2023 when the agreement will be reviewed, unless terminated earlier.

Review: Annually

Purpose: This agreement delivers our joint vision to increase physical activity across the Public Forest Estate (PFE) and maximise the benefits this brings to both individuals, Forestry England and British Orienteering. The agreement gives formal recognition that both organisations are committed to working creatively and collaboratively together to achieve this vision.

The agreement will help to ensure consistency and accountability in terms of the identification, set up and subsequent delivery of British Orienteering activities and events at sites on the PFE. It outlines the approach taken to create a shared understanding of both organisation's goals and objectives, where they overlap and how the benefits of working together can be jointly realised. In order to deliver these benefits British Orienteering will be considered the partner of choice for an agreed list of activities for the period of this agreement. At the outset of this agreement those activities are:

- C Forest Orienteering – standard events run during daylight
- N Night orienteering – standard events run at night
- R Relay – relay team events
- S Score – run within a time limit clocking up as many check points as possible

Where possible both parties will share data, insight and participation figures to help realise the vision.

How we will work together:

1. This agreement covers a National Programme which will meet agreed joint organisational objectives which is delivered and enhanced locally by both organisations. This will include (but not limited to) the delivery of British Orienteering events across mutually agreed sites within the Public Forest Estate.
2. All events must be designed and implemented in such a way as to be as inclusive as possible, making use of our estate. Similarly, on sites where Forestry England welcomes dogs, these will be allowed to partake in adult British Orienteering events as long as the owners abide by Forestry England's responsible [Forest Dog Code](#).
3. Local Event Organisers will ensure that each event complies with health and safety requirements and with the local permission issued to them. That will detail specific practical requirements and constraints including course layout, hours of operation, parking arrangements, risk assessments, first aid needs assessment, proof of insurance, accident reporting and any other local

condition. Resourcing of all requirements and delivery of activities on the ground in compliance with all local terms within the individual agreements will be the responsibility of the Local Event Organisers (with support from British Orienteering).

4. Accidents will be reported to Forestry England in a timely manner. The Local Event Organisers will report within 24 hours of the end of the event any accident to a volunteer, participant, spectator, or third party which arises in connection with any permission. This information will include as a minimum date, location, name of person reporting, name of injured party, type of accident, description of accident including location (see Appendix 2 for full details).
 - a. Minor accidents will be reported back to Forestry England at a local level.
 - b. Significant accidents, risks or issues, including those that may harm Forestry England's reputation or threaten this agreement, will be reported immediately to the Forestry England National Lead (Head of Health & Safety and Technical Training) (Clare James, Clare.james@forestryengland.uk) so that appropriate action can be taken – this may include support on accident investigation or media relations. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) reportable accidents are the benchmark of significant accidents.
5. Forestry England sites at times have to close public access for safety reasons e.g. in the event of extreme bad weather or unforeseen circumstances, where conditions endanger the safety of staff and public. Forestry England accepts no liability for cancellation due to weather/disease or other circumstances outside of its control. Forestry England will inform the Local Event Organisers of need to close/cancel as early as circumstances allow and will assist, where possible, with communication to potential attendees. Local British Orienteering events will comply with site closures, not adhering to these closures constitutes a breach of this agreement.
6. Forestry England's estate is open to the public and Forest Centres are staffed for the majority of the year excluding Christmas Day so will work with British Orienteering to help facilitate events where possible but not on Christmas Day as there is no staff resource to support site entry or health and safety management. Community Woodlands and open access sites have a named member of staff but often not an onsite presence and this must be taken into account when setting up an event, in particular with regard to access through site barriers and management of health and safety during the event.
7. British Orienteering will be aware that Forestry England's estate is a dynamic working landscape and is therefore subject to change, for reasons including unforeseen forest management operations or conservation practices. For example, an area becoming a prime habitat for a protected species or changes to ground conditions can both affect the viability of a site. As a result of this, it is the responsibility of British Orienteering to work with Forestry England to ensure that their permanent orienteering courses on our estate are regularly inspected and related maps are kept up to date.

8. Unforeseen changes in Forestry England's working landscape could also affect events taking place on our land, in some cases with short notice. If an event location becomes unsuitable after the permission has been approved, a suitable alternative will be suggested where possible.
9. Subject to compliance with the terms of this agreement, the affected Parties shall not be in breach of the agreement as a result of a failure to perform its obligations by reason of Force Majeure. Force Majeure in relation to either party, is circumstance beyond the reasonable control of that party (including without limitation any fire (other than fire damage caused by the permission holder), explosion, severe flood, wind throw, Act of God, strike, lock-out or other industrial action). The affected Parties shall use all reasonable endeavours to mitigate the effect of the Force Majeure, and to carry out its obligations under the permission agreement.
10. Either party may terminate this agreement by giving the other party not less than six months written notice.
11. Forestry England shall be entitled by written notice to terminate this agreement with immediate effect if British Orienteering commits a material breach of the terms of this Licence that is irremediable.
12. Forestry England and British Orienteering will share both qualitative and quantitative customer insight data to build a strong understanding of both current and future audiences.
13. Participation data will be shared on a regular basis to an agreed schedule and fully meet General Data Protection Regulations (GDPR). Forestry England may share the personal and contact information of the lead permit holder with other permit holders or businesses operating in the forest. This will only ever be shared to ensure that British Orienteering is notified of activity happening in the forest which may impact upon the permissions held, and will be done to ensure public safety on Forestry England land. This is an essential element of safely managing permits in the forest.
14. British Orienteering will proactively audit and monitor the quality of delivery through their events by undertaking an audit on not less than 5% of sessions and will provide evidence of this to Forestry England when requested.
15. Marketing activities by either organisation will be respectful of, and in keeping with both organisations branding guidelines. This will include as a minimum:

British Orienteering and Forestry England will recognise and continue to recognise the partnership made between the two organisations.

Both parties shall acknowledge the partnership in media interviews, press releases, on social media (including above and below the line advertising, Twitter and Facebook) at events/competitions. The guiding principle shall be to give appropriate and proportionate awareness to the partnership between the organisations.

Any marketing, PR or media relations activity must recognise Forestry England's connection to the site. For example "... Forestry England's Cannock Chase Forest..."

As and where appropriate, the partner must feature the Forestry England logo on publications and marketing materials including the partner's websites.

Guidance on the use of both logos will be shared.

16. British Orienteering will seek permission from Forestry England for any third party organisation to attend an event. This includes, but is not limited to, organisations using Forestry England land for photography, sampling, brand awareness or recruitment. A local permission fee will be required and this will be negotiated between British Orienteering and the individual Forestry England site in advance of any event.
17. All of the activity and event information must be in a format which is compliant with the Open Data Institute to maximise reach and diverse audience engagement.
18. British Orienteering will support a positive visitor journey at all stages, from enquiry all the way through to the activity delivery and any after care.
19. British Orienteering, its Event Organisers and volunteers at all times will act as ambassadors for Forestry England, delivering the core learning message: Forestry England manages woods and forests for people to enjoy, wildlife to flourish and business to grow at the same time as producing a sustainable supply of timber and wood products.
20. British Orienteering will support Forestry England marketing campaigns and signpost other products e.g. Forestry England Membership scheme where appropriate. (See Appendix 3 for further information).
21. British Orienteering, its Event Organisers and volunteers will work to reduce multi user conflict and within the spirit of ISO14001 help to maintain its accreditation and reduce our impact on the environment.
22. Finance Arrangements-
 - I. Free site entry for Event Organisers for activity delivery and other prearranged meetings or planning visits.
 - II. Orienteering event charges plus VAT where applicable are outlined within Appendix 1.
 - III. All participants to park in the designated car park agreed by local Forestry England staff and pay car parking at local rate.
23. Forestry England welcomes and values volunteers to support activities to be delivered across the nation's forests. Registered British Orienteering volunteers will be offered a parking pass for the time they are volunteering for British Orienteering on the relevant Forestry England site. The number of volunteers and volunteer hours will be reported back to the site contact within 7 days of the event.

24. Forestry England and British Orienteering agree to cooperate toward achieving the mutual objectives of both organisations as defined and permitted by this agreement, and further agree to be bound by the terms of this agreement and any local permission issued under it.



Signed on behalf of British Orienteering

Name

PETER HART

Role CEO

Date

18 August 2020

Signed on behalf of Forestry Commission

Name

Role

Date

Appendix 1

Pricing Structure

Note: All Orienteering event charges are exempt from VAT.

Large events bandings Numbers based on senior participants	2019 £	2020 £	2021 £	2022 £
Over 3000 participants	1026	1108	1197	1292
Between 2001-3000	918	991	1071	1156
Between 1001 - 2000	810	875	945	1020
From 751 – 1000	702	758	819	884
Second & subsequent days	378	408	441	476

Medium events bandings: Numbers based on senior participants	2019 £	2020 £	2021 £	2022 £
From 601 - 750	486	525	567	612
From 451 - 600	378	408	441	476
From 301 - 450	324	350	378	408
Second and subsequent days	216	233	252	272

Small events bandings Numbers based on senior participants	2019 £	2020 £	2021 £	2022 £
From 251-300	248	268	290	313
From 151-250 seniors	194	210	227	245
From 1 - 150	100 + VAT	105+VAT	110+VAT	115+VAT
Second and subsequent days	108	117	126	136

All events with up to 150 participants will be charged a one off event administration fee of £100 + VAT to cover the cost of set up, consultation and issuing the event permission.

Discounts: Where part of an event footprint is on Forestry England land, a pro-rata reduction of the scheduled charges will be made to a maximum of 50%. For example, if 80% of the entire event is on Forestry England land then the organiser will be charged 80% of the fee. If 40% of the course is on Forestry England land then 50% of the fee will be charged.

Cancellation charges: In case of cancellation by the organiser a charge of £100 will be levied if less than six weeks' notice (major and large events), four weeks' notice (medium events) and two weeks' notice (small events) is given. This applies even if an alternative location/date is agreed but is at the discretion of the local Forestry England representative.

Fees for additional services: Reasonable charges will be made by Forestry England for the granting of any special facilities that involve Forestry England in additional expenditure. These expenses will be discussed at the pre-event site visit and agreed in advance between the Event Organiser and the location Forestry England representative. Examples may include extra facilities such as marshalling for cars attending the event, siting of toilet facilities/catering facilities, temporary trail construction, provision of camping facilities, or use of Forestry England buildings for changing or other purposes.

Appendix 2

Accident Reporting to Forestry England – what we need to know

Site Name

Where the accident took place, please be as specific as possible

Activity

Date of Occurrence

Time of Occurrence

Light Conditions

Weather Conditions

Surface Conditions

Sex

Adult/Child

Age

Injury Type

Body Type Affected

Side of Body

Cause of Injury

Accident Details

Was First Aid Treatment given?

Qualified?

Were the Emergency Services called?

If so which ones?

Was the person taken to Hospital?

If so what was the outcome?

Did the person continue their activities?

Person reporting

Contact details

Organisation name

Date reported to FE

If possible please take photos of site of accident and any Safety Signage they could have passed to get to location of accident

Please note this information will be securely stored within our Accident, Incident Reporting System (AIRS). This fully complies with ISO27001 and GDPR.

Appendix 3

Discovery Pass Membership

Forestry England has a membership scheme, which provides a range of benefits, including providing a great value way to make regular visits to your local forest for exercise or regular events. Please promote this membership to support people in being regularly active in their local forest.

Key Messaging:

Support your local forest and save money. Get **free parking for a year**, plus a range of other great discounts.

We have 31 Forestry England membership options across the country, tailored to your local forest (formally called Discovery Pass).

Included in Forestry England membership:

- It's a great way for you to support your local forest and the valuable work we do.
- Free car parking at your chosen local forest.
- A seasonal e-newsletter, with forest news and events (subject to your marketing consent).
- Great national and local discounts* including:
 - 15% off Go Ape
 - 12.5% off Forest Holidays
 - 10% off Paramo Clothing
 - 15% off Muddy Puddles (plus free delivery)
 - 15% off at Cotswold Outdoor, Snow and Rock, Cycle Surgery and Runners Need.
 - 15% off at Red Original
 - Save £10 on your next membership and support conservation projects with Ecotricity.

For full information including terms and conditions, and to buy online, please visit <https://www.forestryengland.uk/membership>

Please note that Westonbirt and Bedgebury have separate Friends Membership schemes which also offer great value for regular visitors.

Bedgebury: <https://bedgeburypinetum.org.uk/memberships/become-a-member/>

Westonbirt: <https://www.forestryengland.uk/westonbirt-the-national-arboretum/friends-westonbirt>