

The Carron Valley Forest Partnership

A Concordat between
Forestry Commission Scotland

(the 'Commission')

and

**North Lanarkshire Council,
Stirling Council
Scottish Water**
the **Carron Valley Development Group** (*the CVDG*)
the **Clanranald Trust for Scotland** (*the CTS*)

(the Partners')

Collectively 'the **Carron Valley Forest Partnership**' (the Partnership)

Contents

1. Signatories
2. Definitions
3. The Vision
4. The Concordat
5. Organisation of the Carron Valley Forest Partnership
6. Activities of the Carron Valley Forest Partnership
 - 6.1. Providing Access
 - 6.2. Promoting the use and enjoyment of Carron Valley Forest
 - 6.3. Managing the recreational use of Carron Valley Forest
 - 6.4. Developing mutual understanding
 - 6.5. Implementation
7. Duration and Review

Annex 1 Carron Valley Forest partnership Area

Annex 2 Project Plan Template

1. Signatories

Concluded by:

Signed: Date:
on behalf of the Forestry Commission Scotland

Name and Designation:
M Wall, Forest District Manager

Signed: Date:
on behalf of North Lanarkshire Council

Name and Designation:

Signed: Date:
on behalf of Stirling Council

Name and Designation:

Signed: Date:
on behalf of Scottish Water

Name and Designation:

Signed: Date:
on behalf of the CSFT

Name and Designation:

Signed: Date:
on behalf of the CVDG

Name and Designation:

Signed: Date:
on behalf of the CTS

Name and Designation:

2. Definitions

the 'Commission'

Forestry Commission Scotland is the forestry department of the Scottish Executive, advising on and implementing forestry policies. Its mission is to protect and expand Scotland's forests and woodlands and increase their value to society and the environment. Forestry Commission Scotland has responsibility and powers for managing the Scottish Executive Forest Estate. Its aim is to deliver Government forest policy as set out in the Scottish Forestry Strategy on this land, based on the principles of sustainability, integration, positive value, community support and diversity and local distinctiveness.

The 'Partners'

North Lanarkshire Council is the local authority and planning authority responsible for *inter alia*, the promotion of sustainable land use practices, land use planning and control within the boundary of North Lanarkshire.

Stirling Council is the local authority responsible for *inter alia*, the promotion of sustainable land use practices, land use planning and control within the boundary of Stirling, outside the Cowal and Trossachs National Park.

Central Scotland Forest Trust (CSFT) is the lead partner of the Central Scotland Forest, an initiative whose vision is to make the Forest a place that enhances the lives of those living, working and playing there. CSFT will be concerned with the progression of the Forest Strategy in and around the Carron Valley. CSFT is limited by guarantee and has charitable status (SCO93544).

Scottish Water is a publicly owned business formed in 2002, answerable to the Scottish Parliament, that provides water and waste-water services domestic and business customers.

Carron Valley Development Group (CVDG) was constituted on 5th July 2003 and has no share capital. The CVDG is recognised by HM Revenue and Customs as a Scottish Charity No: SCO36047. The CVDG aim is to promote sustainable development for recreation in Carron Valley Forest.

Clanranald Trust for Scotland (CTS) was incorporated in April 1996 and not having share capital, with charitable status, to provide Scottish history services to schools and others, and to promote awareness of Scottish history and culture at home and abroad.

Carron Valley, comprising Carron Valley Forest, Carron Valley Reservoir and immediately surrounding areas forming links to them.

Carron Valley Forest ('the Forest'), extending to 3,135 hectares as outlined in red on the plan annexed as Annex 1 hereto, is in the ownership of the Scottish Ministers who acquired the right to the interest of the Secretary of State for Scotland in this land by (One) The Scotland Act 1998 and (Two) Article 4 of the Transfer of Property Etc (Scottish Ministers) Order 1999 ("The Scottish Minister") who has placed it at the disposal of the Forestry Commission pursuant to section 39 of the Forestry Act 1967.

Carron Valley Reservoir, extending to 394 hectares or thereby as outlined in green on the plan annexed as Annex 1 hereto, in the ownership of Scottish Water.

The **Recreation Plan** is any plan produced from time to time by the Commission and agreed by the Partnership describing aims and objectives for recreation, understanding and enjoyment of the Forest.

3. The Vision

The Carron Valley Forest Partnership has a shared vision:

That Carron Valley Forest is known as a 'big country wilderness experience in the heart of Scotland and offers a range of activities & experiences of a quality to exceed expectations of users on every visit.

4. The Concordat

The **Concordat** is between the **Commission** and the **Partners** forming the **Carron Valley Forest Partnership**. The Concordat aims to create a culture of co-operation and endeavours to deliver a wide range of public benefits in Carron Valley, with links in the wider area. Specifically to develop, maintain and manage recreation facilities and to promote understanding and enjoyment of the environment by the public.

The **Carron Valley Forest Partnership** will be concerned primarily with the area as defined on the map at Annex 1 in accordance with the **Vision** and with aspirations and targets that the **Partnership** may agree, as may be amended at Annual Review Meetings and subsequent meetings.

The purpose of this document is to state the collaboration and working relationship between the **Commission** and the **Partners**.

5. Organisation of the Carron Valley Forest Partnership

- a) The **Carron Valley Forest Partnership** shall form a **Management Group** comprising the Commission and a nominated person to represent each Partner at an **Annual Review Meeting**, and such other meetings as they may convene, for the management and implementation of the Concordat. The Commission shall chair meetings and provide minutes and administrative support.
- b) The **Annual Programme of Works** will be a list of work proposed and agreed by the Commission and the Partners in the form of project plans at the Annual Review Meeting, or such subsequent meetings as may be convened by the Partners, to be undertaken in the current Financial Year. The Annual Programme of Works will generally be drawn and refined from a longer-term indicative programme of 3 years or longer.
- c) **Project Plans** (Annex 2) shall be documents detailing the aims of individual projects and other relevant information including information identifying and designating the lead Partner and responsible person, specifications, location, costs, sources of funding, timescales, resulting obligations and arrangements for maintenance over defined periods. Project Plans will be effective only when agreed by a quorum and included with an Annual Programme of Works. The Commission and the Partners shall not be committed to supply any resources towards implementation of any Project Plan unless they have specifically approved the project plan themselves. For the avoidance of doubt, maintenance of facilities by Partners, if any, will be the subject of Project Plans.
- d) A **Quorum** for approval of any matter shall be the **Commission** and representatives of two other Partners with each organisation having one vote.
- e) **Votes** concerned with the amendment of the terms of the Concordat will require the agreement of the Commission and three quarters of the Partners. All other votes shall be carried by the agreement of the Commission and at least half of the Partners present.
- f) The **Commission** and each **Partner**, individually and severally, will liaise as necessary on an *ad hoc* basis through their nominated representative.

- g) The Commission shall provide Partners responsible for implementing agreed Project Plans with suitable **official authorisation** such as Permission or Licence to enable them legally to carry out the works in accordance with the Commissions statutory obligations. In general Project Plans will be appended to such authorisation.

6. Activities of the Carron Valley Forest Partnership

6.1. Providing Access

- a) **The Commission**, representing the Scottish Executive, agrees to authorise access to the Forest by the **Partners** for the completion of projects in accordance with agreed **Project Plans**, the agreed **Annual Programme of Works** and the Forestry Commission bylaws 1982 and any subsequent revisions. Such access will include woodlands, pastures or unplanted areas and water courses, but specifically excluding buildings (unless specifically agreed), and only so far as such access is consistent with rights of the Scottish Ministers' tenants and other parties who have or may have legal rights in the Forest.
- b) This Concordat shall not prevent the Commission from closing off public access to parts of the Forest where it is desirable in the interests of public safety in the connection with timber felling or other operations. Except in the case of emergency, the Commission undertakes to consult with Partners in advance of such closures, taking account of individual Partner's operations on agreed projects and of the Annual Programme of Work.
- c) **The Commission** and the **Partners**, as applicable, agree:
- in fulfilment of their statutory powers and responsibilities, to promote the development of sustainable recreational access infrastructure in Carron Valley through advice, grant aid and other means all in accordance with their policies and objectives, and
 - to carry out such development and maintenance activities, as may be agreed with the Commission in the Forest, funded from private and public contributions in accordance with agreed **Project Plans** and the **Annual Programme of Works**.
- d) **The Commission** and the **Partners** agree to support the policy of providing open and permissive access to the facilities (taking account of Partners' reasonable commercial requirements) and to ensure that any activities undertaken by them conform to Scottish Executive policies stated or implicit in the Scottish Forestry Strategy.
- e) **The Commission** and the **Partners** agree to consult and regularly advise the Management Group of all relevant prospective investments to be made in or connected with Carron Valley.

6.2. Promoting the use and enjoyment of Carron Valley

- a) **The Commission** and the **Partners** shall facilitate and support programmes and activities organised and agreed by them, which promote recreational use, understanding and enjoyment of Carron Valley and its facilities in accordance with this Concordat.
- b) **The Commission** and the **Partners** agree to ensure that any publicity material provided in respect of Carron Valley is accurate, appeals to the Partnership's target audience and promotes the use of Carron Valley in accordance with any interpretation plans agreed by the **Carron Valley Forest Partnership**.
- c) **The Commission** and the **Partners** agree to encourage the use of the Forest by the general public with a range of recreational interests, in harmony with Scottish Executive

forestry policies and objectives and to have regard to other third party rights and interests and the impacts on all users of the Forest.

- d) The **Partners** agree to ensure that all publicity, public relations or similar events with which they may be involved in respect of the Forest will be consistent with the aims of the Carron Valley Partnership.
- e) The **Partners** shall agree **events**, to be staged by them individually within the Forest, with the **Commission** giving reasonable notice.

6.3. Managing the recreational use of Carron Valley Forest

- a) **The Commission** agrees to lead and work with the **Partners** in the production of, and towards the implementation of, a **Recreation Plan**, all in accordance with its policies and budgets and as may be amended by the Commission and at least two other Partners from time to time.
- b) **The Commission** agrees to open up commercial and social opportunities in the Forest by way of leases, contracts or agreements, as appropriate, which will be made available for the development of:
 - recreational and educational activities,
 - development of water based activities, subject to agreement and support from Scottish Water, and
 - Other agreed activities,

all as specifically and individually in accordance with **project plans** agreed with the **Commission**.

- c) It is understood that these opportunities will be subject to the Commission's public accountability obligations, including its commitment to the Scottish Forestry Strategy, and consistent with its statutory powers, policies and mission statements in force from time to time. Account will also be taken of any ministerial directions or government policies at the time.
- d) **The Commission** agrees to consider integrating specific community projects, proposed by the **Partners** within its recreation planning process for the Forest.
- e) **The Commission** and the **Partners** agree at all times to ensure that all necessary legal and statutory obligations, consents and suitable indemnity are in place and are complied with, including as appropriate risk assessments and public liability insurance. The Partners agree to co-operate with the Commission in respect of health and safety and to report all accidents in the Forest promptly to the Commission.
- f) **The Commission** and the **Partners** agree to promote close co-operation and collaboration in the planning and execution of all agreed projects in accordance with project plans as listed in the **Annual Programme of Works** agreed by the **Management Group** and the **Commission** at the **Annual Review Meetings** and any subsequent meetings.
- f) The **Partners** agree, through the **Management Group**, to participate in the development and execution of the Recreation Plan for the Forest, and thereafter to ensure that their programmes and activities detailed in the **Annual Programme of Works** are consistent with it. All management and planning processes included within the Annual Programme of Works will be overseen by the Management Group, who will be provided with progress reports on specific projects and appropriate finances as they develop and at Annual Review Meetings by the lead Partner specified in the relevant **Project Plan**.

6.4. Developing mutual understanding and Partnership

The Commission and the Partners agree to:

- a) Respect their roles and interests, with the Commission acting on behalf of the owners: the Scottish Ministers, the elected representatives of the Scottish People.
- b) Regularly consult each other and agree on work or activities with potential impact on the other's interests.
- c) Create and maintain close working relationships.
- d) Exchange relevant information and experience in promoting the Forest for recreation and enjoyment of the environment.
- e) Promote community participation and explore opportunities for joint action, publicity and communications.
- f) Liaise over opportunities for events, public participation and relevant commercial use of the Forest
- g) Support and involve communities through the activities of the **Carron Valley Forest Partnership** and in the management of the Forest.

6.5. Implementation

The Partners agree:

- a) To ensure that no action arising from this Concordat will override the statutory duties and responsibilities of other organisations or the rights of any third parties including the requirement that the agreement of the Commission shall be required for any work taking place on its land.
- b) To provide contact details and keep each other informed of persons responsible for activities and approvals.
- c) To communicate this Concordat widely throughout their organisations and to other interested parties.
- d) To encourage the pooling of resources to further shared objectives and agreed projects.
- e) To nominate one person to act as their representative on the **Management Group** accepting that a Quorum shall be calculated on the basis of one representative per Partner.
- f) That programmes or projects to be implemented in the Forest by the partners under this Concordat shall be the subject of agreed **Project Plans**.
- g) To hold an **Annual Review Meeting** and any necessary subsequent meetings to review the progress of the partnership, and to agree on an Annual Programme of Work comprising agreed **projects** for their partnership in the Forest.

7. Duration and Review

This Concordat will subsist for a period of **three years** commencing 1st July 2006 notwithstanding the date of signing thereof unless **terminated** by the withdrawal of any of the **Partners** or the **Commission**, subject to three months written notice. The Concordat may be extended or replaced by the Commission and one or more Partners after its termination or natural expiry. In the event that a Partner other than the Commission withdraws, the remaining Partners may agree to sustain the remaining Partnership. The Partners may also, by unanimous agreement, extend the Partnership to additional organisations sharing the general aims and objectives of the Partnership.

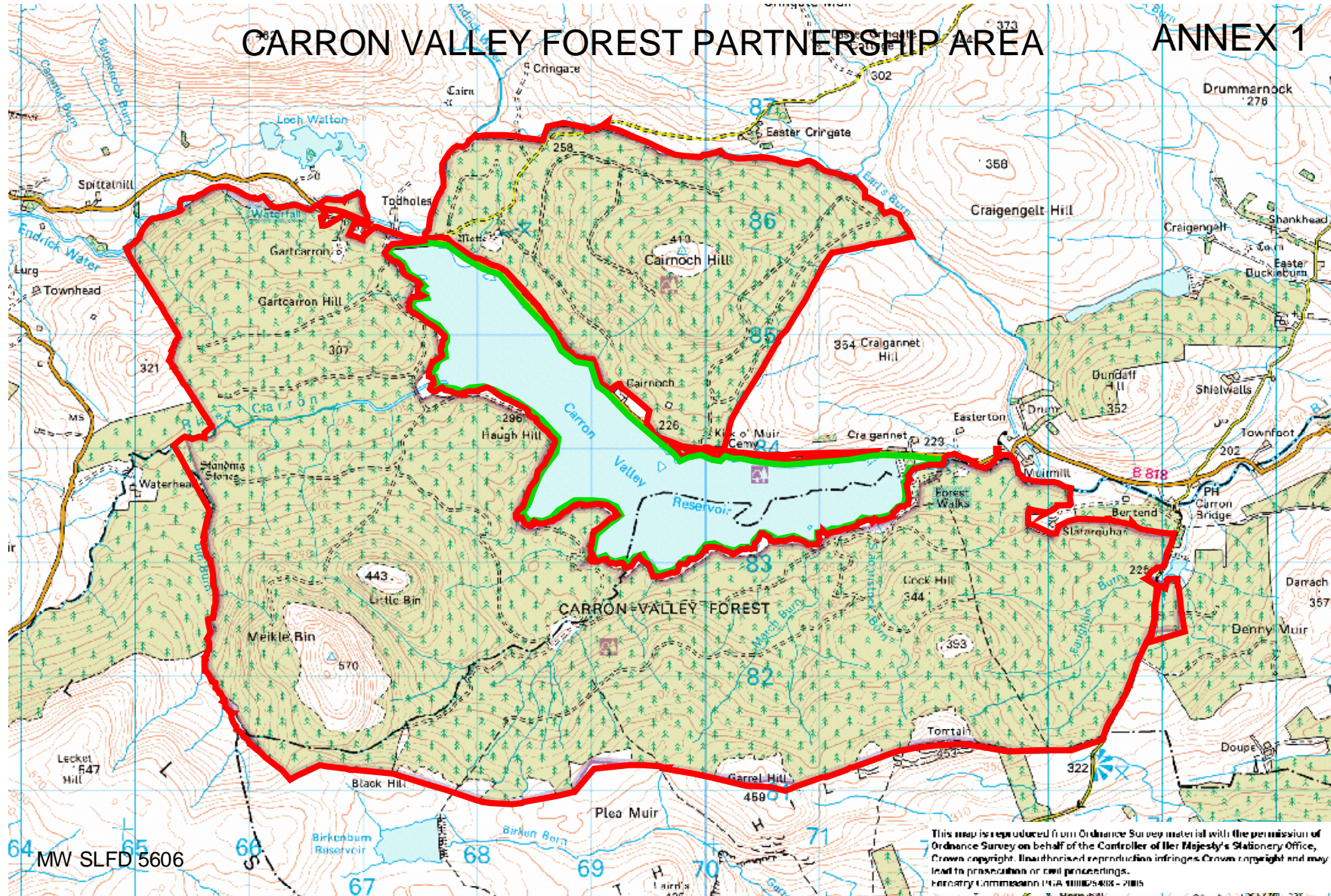
For the avoidance of doubt this Concordat confers no legal rights on the Partners and is not intended to form any part of a contract. The Commission reserves the right to withdraw immediately from this Concordat in the event of changes in Scottish Executive policies on the management of the National Forest Estate by giving as much written notice as is practicable.

Prior to its expiry, this Concordat will be reviewed and, subject to agreement by the Commission and the Partners, extended.

Ends

CARRON VALLEY FOREST PARTNERSHIP AREA

ANNEX 1



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CARRON VALLEY FOREST PARTNERSHIP
PROJECT PLAN TEMPLATE

Project Title

Objectives

- [To]
- [To]
- [To]

Location

(attach plan)

Specifications

(attach)

Project Leader

(Organisation and individual responsible for implementation)

Permission for Works

Works carried out by Partners in the Forest will be the subject of an FCS Permission.

Timescale

- Commencement:
- Completion of works:

Cost

- [item, cash / in kind]
- [item, cash / in kind]
- [item, cash / in kind]
- Total value

Funding

(cash / in kind & financial year)

- £ Forestry Commission Scotland
- £ [Partner]
- £ [Partner]
- £ [Partner]
- £ Total

Accounting Provision

(organisation to pay invoices for VAT purposes, special funder conditions, if any etc)

Management and Maintenance

(post completion)

Owner:

Organisation responsible for Management & Maintenance:

Minimum Maintenance Period:

Other:

Approval

Approved by the Partnership for the Annual Programme of Works (date)

Approved by Partners providing cash / in kind

Agreed by the Commission: Signed (date)

Agreed by [Partner]: Signed (date)

Agreed by [Partner]: Signed (date)

Agreed by [Partner]: Signed (date)

Certified as completed:

Project Leader Signed (date)

Commission: Signed (date)