

AGREEMENT

GRANT BY FORESTRY COMMISSION TO HODGEMOOR RIDING ASSOCIATION TO ADMINISTER HORSE RIDING PERMITS AND EVENTS WITHIN HODGEMOOR WOOD

1. THE PARTIES

The Forestry Commission, East England Forest District, Santon Downham, Brandon, Suffolk, IP27 0TJ hereinafter referred to as the Forestry Commission.

The Hodgemoor Riding Association. Homefarm Orchard, Threehouseholds, Chalfont St Giles, Bucks, HP8 4LP hereinafter referred to as the HRA.

2. PREAMBLE

In consideration of

- a. The Forestry Commission's care and stewardship of Hodgemoor Wood,
- b. The interest of the Forestry Commission in the maintenance of Hodgemoor Wood as an amenity for all authorised users including walkers, cyclists and horse riders,
- c. The renovation and development of the fabric of bridle paths and permissive trails in Hodgemoor Wood by the Hodgemoor Riding Association and partners, and
- d. The fund raising activities of the Hodgemoor Riding Association, their coordination of the interests of all users of the wood including local walkers, ramblers, nature lovers, cyclists etc. and their work in developing the wood and surroundings as an amenity for all parties.

It is agreed as follows

3. THE RIGHTS GRANTED AND LIMITATIONS

- a. Permission is given to the Association members to ride a horse on the permissive riding trails on Commission land within Hodgemoor Wood, subject to the following conditions.
- b. The Forestry Commission agrees that those horse-riders who are not members of the HRA do not have the right to use the permissive trails in Hodgemoor Wood and the Forestry Commission will assist in communicating and enforcing such obligation.

- c. Permission from Natural England may be required for alterations to the trails for certain events.
- d. Permission is given to the Association to hold fundraising events in Hodgemoor in co-ordination with the Commission.
- e. Nothing in this agreement prohibits horse-riders (whether or not members of the HRA) from using the bridle paths (as distinct from the permissive trails) in Hodgemoor Wood.
- f. Nothing in this agreement prohibits cyclists (whether or not members of the HRA) from using the permissive trails and bridle paths in Hodgemoor Wood.
- g. Cyclists accessing the permissive trails are expected i) to give way to horse-riders and walkers, as they would on a public bridleway, ii) to warn horse-riders and walkers by voice or bell as they approach. Cyclists are encouraged to contribute to the maintenance of the path by making an annual contribution at www.hodgemoor.org.uk. This shall be conveyed to them via onsite interpretation and through contact with media outlets etc. Should inconsiderate use by cyclists become a persistent issue, the Forestry Commission and the Hodgemoor Riding Association reserve the right to reconsider and modify this access for cyclists.

4. THE OBLIGATIONS

Hodgemoor Riding Association will dispense funds for, and otherwise assure, the maintenance, renovation and development of the fabric of routes (both permissive trails and bridle paths) in Hodgemoor Wood in a proper way and in coordination with the Forestry Commission.

5 THE SITE

- a. The area over which the rights are granted is shown edged red on the plan attached.
- b. Access to the site will be over the routes coloured blue on the same plan.

6 THE DURATION

From 1st April 2016 to 31st March 2021, renewable annually thereafter unless notice given as below.

This agreement can be terminated as of 31st March in any year in the following circumstances, provided that nine months notice is given in writing:

- a. should the permissive trails become unsuitable for horse use and horse-riding becomes destructive to the wood (due to conservation designation of Hodgemoor Wood as a site of Special Scientific Interest (SSSI) or
- b. at the discretion of the Forest Management Director in the case of significant changes in the circumstances.

Such notice period necessary for the proper administration of the membership of the HRA for which the annual fee is payable April 1 each year.

In the case of un-remedied breach of this agreement by the HRA, and continued breach after an opportunity to cure provided by the Forestry Commission, then this agreement can be terminated in writing without notice.

7. ACCOUNTING AND ADMINISTRATION

- a. HRA has the sole rights to administer and collect funds from individual riders and horse ride along the permissive trails within Hodgemoor Woods and to impose membership on those using the permissive trails.
- b. Through on and off site interpretation, the Association and its members will encourage all local riders to become members and regulate appropriate site usage.
- c. Income generated from the use of these permissive trails will be used in the renovation and development of the fabric of the trails within Hodgemoor Woods in coordination with the Commission, it being understood that other funds raised by HRA may be used for Hodgemoor Wood or for another purpose at the HRA's discretion.

8. CONDITIONS

- a. Any maintenance work which deviates from the routes must be authorised in writing by the Forest Management Director.
- b. The responsibility for ensuring that the area and/or the route(s) are safe and suitable for the activity will rest with the Forestry Commission.
- c. The HRA will pay compensation or make good to the Forest Management Directors satisfaction all damage to Commission property caused by the exercise of this agreement, subject
 - To the Forestry Commission showing negligence on the part of the HRA, and

- To such compensation being commensurate with the scope of this agreement and the ability of the HRA to pay
 - To such obligation not being imposable on individual officers or members of the HRA
- d. The HRA will clear all equipment and litter brought onto Commission land by the HRA and members to the satisfaction of the Forest Management Director.
- e. The HRA will advise the Commission within 24 hours of any accident to a participant or third party which arises as a result of the exercise of this agreement.
- f. If the Forestry Commission's tenants and/or landlords or other persons having an interest in the land are likely to be affected by this agreement, then the HRA will notify all those persons of the activity not less than 14 days before the activity. If their agreement is required the HRA will obtain agreement. The Forestry Commission will give the HRA the names and addresses of those persons likely to be affected.
- g. The Forest Management Director will ensure that all holders of a contract to provide services to, or purchased goods from the Forestry Commission on the land affected by this agreement are notified of the agreement, and the approved route or area to be used, and will require them to notify any sub-contractors and their employees.
- h. The Forest Management Director will ensure that all forest district staff are notified of the agreement and the approved routes or areas to be used.
- i. The HRA will ensure that no vehicles owned by the HRA may enter Forestry Commission land unless with the prior written authority of the Forest Management Director who will specify to the Association which access routes or areas may be used.
- j. The HRA will ensure that the Forestry Commisison Byelaws are observed, except as expressly authorised by this Agreement. A copy of the Byelaws can be obtained from the Forest District Office and are attached to this agreement. In particular the HRA will ensure in the case of their members that:
- there is no lighting of fires;
 - all gates are left in the position as found;
 - reasonable care is taken to prevent disturbance to wild fauna and flora and to agricultural livestock;

- compliance with any instructions issued by the Forest Management Director or his authorised representative.

k. *Deleted. See para 3 Duration*

- l. As the forest areas subject to this agreement 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 that may affect or restrict your use of the forest. In these circumstances the 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.

In the interests of safety the Forestry Commission strongly recommends that your members hold third party liability insurance, carry a mobile phone and leave details of the mobile number, route and expected return time with a friend, relative or responsible person.

9. ACCEPTANCE

I accept the foregoing conditions

Signed.....
(Chairman, Hodgemoor Riding Association)

Date.....

Please sign and return both copies of this agreement to the Forest Management Director.

Signed on behalf of the Forestry Commission.....

Date:.....