

South Strome Community Forest Concordat

A joint agreement between
The Forestry Commission Scotland and the
Fernaig Community Trust (“The Trust”),
a company limited by guarantee, with charitable status:

The Strome Forest Partnership.

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Concluded at Achmore on

By

.....

Steve Smith, on behalf of the Forestry Commission Scotland

And by

.....

Robin Phillips, Trust director, on behalf of Fernaig Community Trust

This Concordat supersedes the previous Concordat signed on 12th September 2000, and is an update thereof.

Introduction

- a) **The Concordat** is between The Fernaig Community Trust, herein referred to as “The Trust”, and the Forestry Commission Scotland, forming the Strome Forest Partnership. The concordat aims to create a culture of co-operation and endeavour within and between the community and Forest Enterprise, to deliver a wide range of public benefits.
- b) **South Strome Forest**, extending to 1,623 hectares, as outlined in red on the plan annexed 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.
- c) **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.

- d) **Fernaig Community Trust** was incorporated on 19th August 1998 as a company limited by guarantee, and not having share capital, with charitable status, to conserve and protect the environment of the area of Achmore, Fernaig, Stromeferry and surrounds for the benefit of the local community and the public at large, and to promote sustainable development, recreation and education.
- e) **The Management Group**, is responsible for all aspects of management of South Strome Forest, and consists of representatives of the Trust and of the Forestry Commission. All forest management decisions are made by the Management group. The management group will be formed by a quorum of 2 Trust members and 2 Forestry Commission staff.

The Concordat

The purpose of this Concordat is to state and strengthen the collaboration and working relationship between Forestry Commission Scotland, as agents representing the Scottish Executive, and The Fernaig Community Trust as representatives of the community, in a partnership to conserve, develop and manage South Strome Forest for the greater benefit of the community and the general public as follows:

1. Providing Access

- a) **Forestry Commission Scotland** representing the Scottish Executive, agrees to allow access to the Trust in accordance with Forestry Commission bylaws 1982 – annexed as Annex 2 – (and any subsequent revisals), to South Strome Forest, including the woodlands, the pastures or unplanted areas, the water courses, water bodies, but specifically excluding open access to the Forestry Commission Achmore Outstation building, and only so far as such access is consistent with rights of the Secretary of State’s tenants and other parties who already have legal rights in South Strome.
- b) **This Concordat** shall not however prevent the Partnership from closing off public access to parts of South Strome Forest where it is desirable in the interests of public safety in the connection with timber felling or other operations.
- c) **The Trust**, representing the community, agrees to carry out such community forestry and development activities, as previously agreed with Forestry Commission, in South Strome Forest, funded from private and public contributions, and to support the Forestry Commission policy of providing open and permissive access to the facilities and to ensure that any activities undertaken by the Trust conform with Government policies stated in the Scottish Forestry Strategy.
- d) **The Forestry Commission** agrees not to sell or otherwise dispose of South Strome Forest or any of its facilities without prior consultation and agreement with the Trust. The Forestry Commission also agrees to recognise and protect the added value to South Strome Forest emanating from mutually agreed projects and the investment of public and private funds arranged by the Trust, by securing that any purchasers of an area to which the Trust has added value shall enter into a similar Concordat with the Trust as regards the area sold.
- e) **The Trust** agrees to consult and regularly advise The Forestry Commission of all prospective investments to be made in South Strome Forest and associated buildings and structures.

2. Promoting the use and enjoyment of South Strome Forest

- a) **The Forestry Commission** shall facilitate and support programmes and activities organised and agreed with the Trust, which promote the concept of “community forestry” and the agreed use of South Strome Forest and facilities in accordance with this Concordat.
- b) **The Trust** agrees to promote the use of South Strome Forest by encouraging:
 - Community participation in public events,
 - Educational programmes and visits,
 - Environmental and economic development programmes
 - Public education and media programmes,

- And by promoting the concepts of community forestry through these and other agreed activities.
- c) **The Trust** also agrees to encourage the use of South Strome Forest by visitors beyond the immediate community, in harmony with Government forestry policies and objectives and to have regard to other third party rights and interest.

3. Managing the use of South Strome Forest

- a) **The Forestry Commission** agrees to work in partnership with the Trust in production, development and management of the Forest Design Plan for South Strome Forest.
- b) **The Forestry Commission** agrees to open up commercial and social opportunities to the Trust by way of leases, tenancies, contracts or agreements, as appropriate, which will be made available for the development of:
- Community forestry and forestry operations,
 - Integrated land use
 - The encouragement of bio-diversity,
 - Development of water resources,
 - Educational and recreational activities
 - And other agreed activities.

It is understood that these opportunities will be subject to the Forestry Commission's public accountability remit, including its commitment to the Scottish Forestry Strategy, and consistent with its statutory powers and mission statements in force from time to time. Account will also be taken of any ministerial directions or government policies at the time.

- c) **Both organisations** agree at all times to ensure that all necessary legal and statutory obligations, consents and suitable indemnity are in place, eg risk assessments, public liability insurance etc, for any of the above opportunities.

These opportunities will be subject to specific agreement within the Partnership on a case by case basis

- d) **The Forestry Commission** agrees to consider integrating specific community projects, proposed by the Trust, which are related to the social remit of its mandate within its Forest Design Planning process for South Strome Forest.
- e) **The Trust** agrees to promote close co-operation and collaboration with Forest Enterprise in the planning and execution of all mutually approved operations detailed in the Annual Programme of Works (Annex 1) agreed at the Annual Review Meetings.
- f) **The Trust** agrees, through the Management, group to participate in the development and execution of the Forest Design Plan for South Strome Forest, and to ensure that the Trust's programmes and activities detailed in the Annual Programme of Works conform to it. All management and planning processes will be overseen by the Management Group, who will be provided with progress reports on specific projects and finances as they develop and at Annual Review Meetings.

4. Developing mutual understanding and partnership:

Both Organisations agree to:

- a) Respect their roles and interest, with The Forestry Commission acting on behalf of the owners: the Scottish Ministers, the elected representatives of the Scottish People, and The Trust acting on behalf of the local community, in this partnership
- 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 relations
- d) Exchange information and experience in promoting forestry and informing public opinion and understanding of the effect of community involvement on the natural environment.
- e) Promote community participation and explore opportunities for joint action, publicity and communications.
- f) Liaise over opportunities for events, public participation, and commercial use of South Strome Forest
- g) Support and involve the community in the activities of the Partnership and in the management of South Strome Forest.

5. Implementation

Both Organisations agree:

- a) To ensure that no action arising from this Concordat will override the statutory duties and responsibilities of either organisation or the rights of any third parties.
- b) To exchange lists of contacts and keep each other informed of persons responsible for activities and approvals.
- c) To communicate the contents of this Concordat widely throughout their organisations and to other interested parties.
- d) To encourage the pooling of resources to further shared objectives and projects.
- e) To hold an Annual Review Meeting to review the progress of the partnership, and to agree on an Annual Programme of work for their partnership in South Strome forest.

6. Review

This Concordat will subsist for a period of 25 years commencing 1 September 2000 notwithstanding the date of signing thereof unless terminated by either party at any three yearly interval, subject to twelve months written prior notice, or unless terminated by The Forestry Commission in the event of changes in Government policy/ies on the management of the National Forest Estate by giving as much written notice as is practicable. This Concordat will be formally reviewed after 3 years in September 2003 and at 3 yearly intervals thereafter.