

Agreement to use a Woodland Trust wood Schedule

This Agreement is made Between: -			
Woodland Trust (WT) Site Owner		Kempton Way, Grantham, NG31 6LL. Registered Charity No. 294344; Company No. 1982873	
and			
Site User	Friends of Park Wood (FOPW)		
at	Park Wood, Hampshire.		
From (Start date)	23/11/2025	to (End date)	31/12/2026
for	Other	Third party supporter group.	

Permitted Activity	Restricted Activity
<p>Tasks to fulfil the WT Park Wood 2025 – 2030 management plan work prog as supplied in the consultation period 24/10/2025 – 23/11/2025:</p> <p>November/December 2025: Final cut back of goat willow on south boundary with Wallis Road glade and scrapes. Stack arisings on site. TPO consent expires 31/12/2025.</p> <p>Monthly litter picks & monitoring of the site by designated wardens. Report any significant issues to the chair of FOPW & the Site Manager.</p> <p>Invasive non-native spp removal outside of bird nesting season, if required after Site Manager assessment & TPO consent in writing.</p> <p>Any further tasks if needed following Key Feature (ASNW & Connecting People) or safety/infrastructure monitoring, with written consent of the Site Manager.</p> <p>Events subject to written consent from WT Comms & Engagement Manager and Site Manager.</p>	<p>No fires.</p> <p>Hand tools only.</p> <p>No chemical use.</p> <p>Tree Preservation Order covers whole site. TPO consent for all tree works expires 31/12/2025. No works are permitted unless Site Manager confirms TPO consent or exemption from the local authority in writing.</p>

Site notes	Activities permitted across whole site, using existing entrances and footpaths for access.
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WT Contact	Phil Truluck	philtruluck@woodlandtrust.org.uk / 07796 930 172
Activity leader	Pete Hodges	petehodges191@gmail.com / 07565 058 965

Payment	N/A	due on	N/A	and every	N/A
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WT Membership no.	N/A
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WT Contact confirms they have has received evidence of the following:	
<input type="checkbox"/>	<i>Risk assessment for proposed activities</i>
<input type="checkbox"/>	<i>Public liability insurance cover (min £5m)</i>
Important:	activity can only start once all the above evidence has been supplied to WT

The Site User will inform WT Contact of the following:	
*Written description of planned activity See 'permitted activity'.	*Dates and times at least 2 weeks before each event Work parties are scheduled on the last Sunday of each month.
*Number of participants attending Activities are carried out by individuals or low numbers of people (typically <10) with the exception of events which are assessed separately through the WT third party event approval forms.	*Notify WT of any accidents or near misses within 48 hours of an event

Signed on behalf of Site User		Signed on behalf of WT	
Name	Peter Hodges	Name	Phil Truluck
Position	chair	Position	Site Manager
Date	12 .12.2025	Date	12/12/2025

TERMS & CONDITIONS

1. Meanings in this Agreement

1.1 In this Agreement, the words with capital letters refer to the paragraphs in the attached Schedule which You and We have both signed

1.2 The 'Activity leader' is responsible for meeting the Agreement obligations while the Allowed Activity is taking place

1.3 The Period includes any trial period agreed with the WT Contact and any repeat sessions

1.4 The expressions "We" "Us" and "Our" includes the Woodland Trust and its successors in title and the expression "You" and "Your" means the person or organisation set out in the schedule under the heading "Site User." It includes anyone working for You in carrying out the Allowed Activity

1.5 Whenever the word "You" includes more than one person, the people named are responsible for carrying out the obligations in this Agreement both jointly and as individuals

1.6 Any sum payable does not include value added tax which, if it applies, will also be payable at the current rate for such sums

2 Obligations - what You are agreeing to do

(a) You will pay the Payment at the times shown in the Schedule

(b) You will use the Land for the Allowed Activity and subject to the restrictions set out in the Restricted Activity

(c) You will make sure that anyone You allow to carry out the Allowed Activity and who is working with children has up to date Disclosure and Barring Service (DBS) checks, (formerly Criminal Records Bureau checks), or any other checks in line with the law

(d) You will make sure that You or anyone working for You is trained and holds an up-to-date certificate in first aid whenever You or your representative are on the Land

(e) You will make sure that Your representative, who is suitably qualified to carry out the Allowed Activities, is on the Land at all times while the Allowed Activities are taking place

(f) You will report any accidents or incidents, including any near misses, to the WT Contact as soon as reasonably possible, but no later than 48 hours after any accident or incident has happened, using the accident reporting form supplied by Us

(g) You will report any problems with the Land to the WT Contact as soon as reasonably possible

(h) You will carry out assessments of the risks involved in carrying out the Allowed Activity before it takes place.

(i) You will put in place actions to reduce or decrease the risks identified by the assessments and supply copies of any assessments to the WT Contact

(j) Before starting any Allowed Activity, You will:

(i) agree the general site risk assessment with the WT Contact.

(ii) carry out a site risk assessment check at the start of each session, taking into account any changes affecting the Land or other circumstances. If the changes result in risk which can't be decreased to a reasonable level, you must cancel the Allowed Activity and report the concerns to the WT Contact

(iii) agree with the WT Contact the detail of any site works that are set out in the Allowed Activity and how and when You will carry them out

(k) You will undertake only low impact activity that won't cause damage to the Land and is low risk to people taking part

(l) You will follow any restrictions on fire making set out in the Restricted Activity. If fires are listed as Allowed Activity, you must remove all trace of them at the end of each session

(m) You will contact the WT Contact at least two weeks before using the Land to make sure that no other activities are taking place which would conflict with the Allowed Activity

(n) You accept that the Land is open to the public at all times and will:

(i) not interfere with any visitors' rights of access to the Land while You are carrying out the Allowed Activity and

(ii) treat all visitors to the Land politely and with respect

(o) You will make sure that any required supervision ratios are in place at all times for the Allowed Activity to take place safely. It is Your responsibility to check what supervision ratios are required.

(p) You will maintain public indemnity insurance cover of at least £5,000,000 with a reputable insurer and

(i) provide a copy of the insurance certificate to the WT Contact with this signed Agreement and

(ii) confirm that the insurance covers the activities You will be carrying out on site and covers all those taking part.

(q) You will not camp overnight or put up any permanent tents on the Land

(r) You will not create any permanent markers, such as signs or posts

(s) You will make sure that the Land is kept in a clean and tidy condition and remove all rubbish caused by the Allowed Activity at the end of each session

(t) at the end of each session (unless the WT Contact agrees otherwise) and at the end of the Agreement You will leave the Land and repair any damage caused by the Allowed Activity. This will be within the timescale required by and to the satisfaction of the WT Contact and at Your expense.

(u) You will not assign or sub-contract the whole or any part of this Agreement

3 What We are agreeing to do

(a) We will let You use the Land for the Allowed Activity at Your own risk

(b) We will make sure that the access to the Land is open and available for You to carry out the Allowed Activity

(c) We will carry out the Environmental Impact Assessment before the Agreement is signed and review it from time to time to monitor what impact the Allowed Activity is having on the Land

(d) We will give at least 7 days' notice of any changes to the Allowed Activity to lessen any problem identified in the Environmental Impact Assessment

4 Ending the Agreement

4.1 We may end this Agreement immediately by giving You notice in writing if You are in breach of any of the conditions of this Agreement

4.2 Either You or We may end this Agreement by giving one month's written notice to the other.

5 Our Priority

5.1 This Agreement gives You no tenancy or right to exclusive use of the Land and You may not use the Land to exclude Us or anyone else allowed to use it

5.2 We may add any conditions to this Agreement that We consider to be reasonable by giving You at least 7 days' notice of the new condition. If You tell Us in writing that the new condition is unacceptable then the Agreement will end immediately. You must still carry out any obligations that would have been required when the Agreement ended normally

7 What You are liable for and what You must do to protect Us

7.1 You will keep Us protected and compensated against all losses, costs, claims, expenses, liabilities and demands as a result of:

(i) You breaching or not complying with any of Your obligations in this Agreement

(ii) You using the Land, allowing anyone else to use the Land or any person using the Land with Your consent

8. What We are not liable for

8.1 Unless We are negligent, we are not liable to You, or anyone allowed to use the Land by You for:

(i) any personal injury damage loss or negligence, however it is caused

(ii) any damage or loss to any property or belongings brought on the Land.

9 No Guarantee

9.1 Nothing in this Agreement creates a guarantee by Us that the Land can lawfully be used for the Allowed Activity and You acknowledge that this is the case

10 Serving Notices

10.1 If You or We need to serve any notice on the other under this Agreement, it must be in writing.

10.2 It will be satisfactorily given if it is sent by:

(i) email with a request delivery receipt

(ii) registered post or recorded delivery to the address shown in the Schedule (or any other address that may be given from time to time in writing) of the person the notice is being served upon.

11 Contracts (Rights of Third Parties) Act 1999

11.1 Neither We nor You intend that any term of this agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of that Act is not affected

12 Law

12.1 This Agreement will be governed by and interpreted in accordance with the law of the country where the Land is situated.

13 FSC

13.1 The Woodland Trust's estate is certified by the Forest Stewardship Council® (FSC)®; certificate number SA-FM/COC-001270 Licence code FSC-C009406. As such the Woodland Trust

conforms with the United Kingdom Woodland Assurance Standard (UKWAS). As Licensee, you are hereby informed that the aims of the certification standard (UKWAS) are to manage the Woodland Trust estate in an environmentally responsible, socially acceptable, and economically viable way in so far as possible. As Licensee to this agreement, you agree to supporting these aims. If you have any questions, please discuss these with your Woodland Trust contact.

14 GDPR

All data help will be managed and maintained in line with the Woodland Trust Privacy Policy which can be found here:

[Privacy Policies - Woodland Trust](#)

15 Safeguarding

Ensure safeguarding best practice for activities involving children, young people or vulnerable persons.