



Memorandum of understanding Between Forestry England and British Orienteering

Start date: 1st November 2024

End date: 30th September 2027

The Parties

The Forestry Commission was constituted under the Forestry Acts 1919 to 1967 (as amended by the Forestry Acts 1979 and 1981) and acts through Forestry England as the public-facing and trading arm of the Forestry Commission and is herein referred to as Forestry England. Forestry England is the Government agency for managing the nation's forests.

Forestry England cares for more land and trees than any other organisation in England. We shape landscapes for people, wildlife and timber and have built over 1,800 miles of walking, running and cycling trails, supply England's largest amount of sustainably-sourced timber and conserve the homes of thousands of plants and animals.

Forestry England contact name: Joanne Mason

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British Orienteering

British Orienteering is the national sports governing body for the sport of orienteering. We are a not for profit making organisation responsible for overseeing the administration and development of the sport of orienteering throughout the United Kingdom from grassroots through to international competitions.

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British Orienteering believes that orienteering is the most rewarding and accessible adventure sport¹. It is a physical and mental challenge that takes us into beautiful landscapes and forests and can be enjoyed by people of all ages and abilities and from all communities.

We have approximately 100 clubs and 8,500 members with participation in affiliated competitions of around 150,000 per year. All the clubs and activities are run by a team of committed and enthusiastic volunteers.

British Orienteering's Strategic Plan - *Thriving Clubs for a New Generation*

The Board have worked closely with a wide variety of stakeholders, including members, staff, athletes and volunteers, and external stakeholders to help shape their ambitious strategy which we believe will allow us to grow and develop our sport and make the sport accessible and inclusive. ***Thriving Clubs for a New Generation*** will allow us to engage with a new generation of orienteers. We wish to reach wider communities to encourage more people to take part and enjoy our sport, and to provide a lifelong pathway that suits the needs of all participants from the grassroots level right through to representing Great Britain at the World Championships.

Website: <https://www.britishorienteering.org.uk/>

British Orienteering contact name: Peter Brooke

Email: ceo@britishorienteering.org.uk

Telephone: 01629 818553

It is intended that this Agreement defines how Forestry England and British Orienteering will work together in the nation's forests.

Background

Orienteering has taken place on Forestry England land for many years, and we look forward to working together to engage more people with the sport and the nation's forests.

¹ Sports Structures Survey 2021

We found that approximately 92% of survey respondents would like to participate in orienteering.

Sport England's Active Lives surveys.

Survey results (Nov 2020-21), 174,200 people participated in orienteering in the last year.

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Purpose

This agreement sets out how British Orienteering and Forestry England will work in partnership to maintain and increase engagement with Orienteering in the nation's forests through:

- This memorandum of understanding defining processes of working together
- Clarifying what activities require a permission or agreement and assisting the process through identifying the mandatory required documents available for both parties to access to streamline processes.
- Agreeing shared data and protocols.
- Promoting engagement between the two organisations.

The expected outcomes of this partnership agreement

To support an effective and positive working relationship between British Orienteering and Forestry England through:

- Clear and efficient processes.
- Ensuring both parties understand roles and responsibilities.
- Operating safely with agreement on Forestry England land.
- Sharing data and information to benefit the use of the nation's forests for Orienteering.

The values and principles upon which the agreement is based

The agreement will be jointly managed by Forestry England and British Orienteering.

Forestry England retains Landowner responsibilities, overall management and direction of land management. Forestry England retains the right to carry out forestry operations within the area of activity at any time and cancel activities in the forest at any time.

British Orienteering will comply with and take responsibility for all relevant Health and Safety policies and procedures to provide safe activities and events that are monitored.

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British Orienteering acknowledge that:

- The nation's forests are multi-use environments with public access on foot at all times and neighbouring properties with rights.
- Access to the nation's forests for activities and events needs to be managed to balance the needs and safety of visitors whilst protecting woodlands for people to enjoy, wildlife to flourish and trees to thrive.
- Forestry England, as the responsible land manager, retains the right to carry out forestry operations within the area of activity at any time and cancel activities in the forest at any time) but are also responsible under The Occupiers Liability Act of 1957 and 1984 -which provides that an "occupier" owes a common Duty of Care to their Visitors.
- All clubs and members as part of the membership and accreditation process have to agree to a number of policies and procedures including and not exclusively insurance/safeguarding/welfare. Where appropriate a standardised Policy Suite e.g. safeguarding, insurance, volunteer policy by British Orienteering for the member clubs.

Forestry England acknowledges that:

- Orienteering activities are organised and run by volunteers and the clubs which are non-profit making and invest any surplus into development activities to encourage more people from all communities to go orienteering.
- That all English British Orienteering Clubs have a consistent, equitable, transparent, process through which to gain access to the Forestry England Estate.
- Recognise that the sport is an advocate for the nation's forests, encouraging more people to engage with the nation's forest through Orienteering.

Working together

Working together we aim to review the orienteering offer available across the nation's forests and engage more people in Orienteering.

To do this we will support local teams to understand what is available and suitable for their site and the local community. We will investigate different mechanisms to promote activity, and where capacity allows, work to diversify the people who participate to better

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reflect the communities around the nation's forests. We will take opportunities to amplify messaging.

Restrictions or cancellation of a permission or other activities

It may be necessary to apply reasonable restrictions to activities in forests at certain times to protect a particular forest operation, flora or fauna or other interests. Wherever possible, these restrictions will be applied to specific and discrete areas rather than blanket constraints.

Forestry England reserves the right to revoke a permission for an event at any time by notice given to the organiser of the event in writing. This right will only be used exceptionally and whenever possible a suitable alternative area will be provided.

Accident Reporting

Both organisations shall use its best endeavours to ensure that each other is notified within 24 hours of the end of any activity or event of any accident, injury to participants and any third parties arising from the use of Forestry England land.

This does not need to include minor injuries, however, it should include any accidents, incidents or near misses that could help improve our Health & Safety processes, inform activity or event planning, or provide feedback to identify patterns/trends.

Permissions and charges

Activities and events will follow Forestry England's permissions process, with requests being submitted no less than 12 weeks ahead of the proposed activity or event. Activities and events may be submitted in advance of this, especially larger or more complex events, but note that final consultation and approval may be delayed until closer to the time to allow for time-sensitive operational and environmental concerns to be assessed.

The permissions process is a two-stage process with the first being the enquiry. We usually turn these around within 3-10 working days. The second stage is the application stage and once we receive the completed application and supporting documents, we hope to turn these around within 6 weeks. For more complex permission requests, those involving other parties or requiring consent from others, this period will be longer.

Where applicable, activities and events will be subject to Forestry England permissions charging structure and be administered through their Customer Relationship Management (CRM) system, Connections.

Where events and activities are not held exclusively on Forestry England land, any permission charges will be reduced on a pro-rata basis, to a minimum of 50%. However, if

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the activity or event starts/finishes or includes an event village on Forestry England land, then the full permission charge will be applicable.

Activities and events for free small activities/training events/coaching for groups of less than 25, and without equipment do not require formal permission. Training flag markers may be used at these events as long as they are suspended sensitively from trees or existing infrastructure [if stakes or non-biodegradable fixings are needed formal permission would be required]. Any flags should be removed as soon as reasonably practical after the event. For these activities and events, Forestry England would appreciate the organiser getting in touch to help us keep track of acute or cumulative impacts on the environment or forestry operations. It can also help to prevent clashes with other events.

Parking is outwith the permissions system. The organiser, their representatives, participants and spectators are liable to car parking charges where these are levied.

Changes to the Agreement

Either party may request that the agreement be reviewed and amended where:

- Significant changes to circumstances of either party
- The scope or / and detail of the agreement changes substantially

Forestry England and British Orienteering shall meet annually at the request of either party to review the success of activity, other successes and to resolve any issues or queries over the conduct of this agreement.

Termination of the agreement

This national agreement will terminate on 30th September 2027.

Either partner shall be entitled to terminate this Partnership Agreement with 30 days' notice in written notice.

However, should circumstances arise where either party feels the need to terminate the agreement sooner this will be mutually agreed following discussion and debrief between the relevant officers (or their nominated representatives). Any notice shall be in writing and may be serviced by registered mail.

Forestry England shall be entitled to terminate this Partnership Agreement with immediate effect (but without prejudice to Forestry England's rights and claims hereunder) by written notice to the Third Party if:

- British Orienteering makes any voluntary arrangements with its creditors or becomes subject to an administration order.
- British Orienteering ceases to exist as an organisation.

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- British Orienteering or its volunteers, subcontractors or agents, or the employees of any of them, does or fails to do anything which brings or might reasonably be expected to bring into disrepute Forestry England, its officers, employees, clients, or suppliers. (Including but not limited to committing an act of fraud or dishonesty or violence whether connected with the provision of the activities).
- British Orienteering materially alters its constitution from that which exists at the time this contract is signed.

British Orienteering shall be entitled to terminate this Partnership Agreement with immediate effect by written notice to Forestry England if there are changes to Forestry England's executive agency that materially change the agreement.

Data Protection

British Orienteering will:

- Comply with the current data protection legislation and treat all information supplied by Forestry England in confidence and information must not be disclosed to third parties unless agreed otherwise with Forestry England, or legally required.

Forestry England will:

- Comply with the current data protection legislation and treat all information supplied by British Orienteering in confidence unless agreed otherwise or required by the open information legislation to disclose. Forestry England will make full use of exemptions available but is unlikely to challenge in court any Decision Notice issued by the Information Commissioner.

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Agreement and review dates

This agreement will take effect when it has been signed by representatives of both parties. It will operate for a period of three years between the 1st November 2024 until the 30th September 2027.

This agreement will be reviewed annually on 30th of September.

Signed for and on behalf of the Forestry England:

Signature..... *Mike Seddon*.....

Position within the organisationChief Executive.....

Date.....10/10/24.....

Signed for and on behalf of British Orienteering

Signature.....*Peter Brooke*.....

Position within the organisation.....Acting Chief Executive.....

Date.....09/10/24.....