



# WOODLAND TRUST

## The MOREwoods Project

# AGREEMENT

**THIS AGREEMENT** is made the 15<sup>th</sup> day of November 2016

Between:

1. **THE WOODLAND TRUST**, Registered Company Number 1982873, charity registered in England and Wales (No. 294344) and in Scotland (No. SC038885) of Kempton Way, Grantham, Lincolnshire NG31 6LL ("the Trust"); and
2. **JEREMY BURROWES** of 11 Trevor Road, Hitchin, SG4 9TA ("the Applicant").

In this Agreement the following words and expressions shall have the meanings set out below.

### DEFINITIONS

In this Agreement:

**"the Agreed Works"** refers to the works set out in Schedule 1 of this Agreement

**"the Duration of this Agreement"** means a period of twelve (12) years from the date of this Agreement

**"Forest Practice"** refers to the standards set out in the Forestry Commission's UK Forestry Standard (2011) document which sets out the Government's minimum standard for sustainable forest management

**"the Plan"** refers to the Plan attached to this Agreement

**"the Project Site"** is the area of land planted with trees under the MOREwoods project and comprising 0.71 hectares as shown for identification purposes only as the land shaded red on the attached Plan.

**The Parties hereby agree that in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration:**

The Applicant is the freehold owner of the property known as Country Boarding for Cats and Dogs in the County of Hertfordshire of which the Project Site forms part. It is hereby agreed that the Applicant will make the Project Site available for the creation of new woodland and will carry out the Agreed Works, for which the Trust will provide materials, in accordance with the provisions set out in this Agreement.

### **1. Objects of the Agreement**

This Agreement is entered into in order to:

- 1.1. Enable the creation and management of new native woodland on the Project Site pursuant to the MOREwoods Project; and
- 1.2. To ensure the Applicant and their successors in title maintain the Agreed Works, and do all such things as are necessary to maintain and enhance the woodland on the Project Site for the Duration of this Agreement.

### **2. Responsibilities of the Trust**

- 2.1 The Trust has checked the Project Site for its appropriateness for tree planting and has agreed upon a specification with the Applicant prior to entering into this Agreement.
- 2.2 The Trust will be solely responsible for providing the trees and materials as set out in Schedule 1.
- 2.3 The Trust hereby agrees to provide trees of good stock and at an appropriate density, however, the percentages of a particular species are specified as a general guide only and if numbers provided differ from those agreed, this will not be deemed a fundamental breach of this Agreement. The Trust reserves the right to vary the stock percentage to be provided from those specified in Schedule 1 if required within its discretion.
- 2.4 For the avoidance of doubt, the Trust will not create any new fencing, nor provide any fencing materials or maintain or repair any existing fencing upon the Project Site.

### **3. Responsibilities of the Applicant**

- 3.1 The Applicant warrants that they are the owner, or entitled to be the owner of the Project Site.
- 3.2 The Applicant will comply with Forestry Practice and Schedule 2 'Planting your own wood: help and support for landowners (6510)' – attached and forming part of this Agreement – at all times in using their best endeavours to ensure that upon the expiry of this Agreement, at least 80% of the trees planted pursuant to this Agreement are established.
- 3.3 The Applicant agrees that if, during the term of this Agreement, they shall sell, lease or part with possession of the Project Site in any manner whatsoever they shall, prior to the completion of any such disposition, procure an agreement in the same format as this Agreement between the new owner and/or occupier and the Trust for the remainder of the Duration of the Agreement.
- 3.4 The Applicant will not carry out, or allow to be carried out, any activities on the Project Site which could result in loss or damage to the new woodland.
- 3.5 The Applicant will immediately inform the Trust of any notices served on the Applicant or any other matters of which they become aware, which may affect the Agreed Works or the Project Site.
- 3.6 The Applicant will not sell, or attempt to sell, any carbon rights in relation to the Project Site which shall not be in strict compliance with the Government's Woodland Carbon Code.

#### **4. Inspection**

4.1 The Trust, its agents, workmen and contractors shall have the full right and liberty to access the Project Site for the purpose of inspecting the condition of the trees upon giving no less than seven (7) days notice to the Applicant, save in the case of emergency.

#### **5. Financial provisions**

5.1 The Applicant will be responsible for payment of all amounts pursuant to this Agreement within 30 days of the date of issue of an Invoice issued by the Trust to the Applicant.

5.2 The Applicant agrees to pay an amount of £268 (plus VAT) being an amount equivalent to 40% towards the cost of supply of the trees and materials, or £201 (plus VAT), being equivalent to 30% towards the cost of supply of the trees and materials if delivered by 16<sup>th</sup> December 2016, and payable within 30 days of issue of an invoice by the Trust.

5.3 The Trust will contribute an amount of £402 (plus VAT) being an amount equivalent to 60% (plus VAT) towards the cost of supply of the trees and materials, or £469 (plus VAT), being equivalent to 70% if delivered by 16<sup>th</sup> December 2016.

5.4 The Applicant will be solely liable for the cost of maintaining the Agreed Works during the Term of this Agreement.

5.5 Notwithstanding the provisions of clause 3.2, in the event that the tree survival rate falls below 80%, and replacement trees are necessary, the Applicant will be required to make an additional financial contribution equivalent to 50% of replacement trees and associated costs, as notified to the Applicant by the Trust in writing. The Trust shall only be required to supply replacement trees where necessary upon expiration of the first year of this Agreement, and in any event, shall only be obliged to supply such replacement trees once throughout the Term of this Agreement.

5.6 All sums payable pursuant to this Agreement are exclusive of value added tax and if VAT is chargeable, the Trust shall issue the Applicant with an appropriate VAT invoice.

5.7 The Parties acknowledge and agree that the Applicant will not receive any payment from the Trust pursuant to this Agreement.

#### **6. Remedies for non compliance or damage**

6.1 Without prejudice to the Trust's rights in relation to recovery of any payments due pursuant to this Agreement, where in its reasonable opinion the Trust considers that the Applicant has not fulfilled any or all of its obligations pursuant to this Agreement, or by the Applicant's own act or omission allowed the Agreed Works to be lost or damaged, the Trust may serve a notice on the Applicant terminating this Agreement forthwith.

6.2 The notice pursuant to clause 6.1 hereof shall be in writing sent by Registered Post to the Applicant at the Applicant's last known address.

6.3 If the Trust terminates this Agreement in accordance with Clause 6.1, then the Applicant shall be liable to compensate the Trust for its proportionate share of the cost of the trees and materials provided by the Trust, or the full cost of restoration of the Project Site (where possible), or performance of any portion of the Agreed Works lost or damaged within 30 days of issue of invoice from the Trust.

#### **7. Planning, Legislation, Taxes and Outgoings**

7.1 The Parties acknowledge that the Trust shall only be responsible for providing trees and materials as agreed pursuant to this Agreement, and the Applicant shall be responsible for all other costs, payments, taxes and other outgoings whatsoever and howsoever incurred in connection with the property and the Project Site.

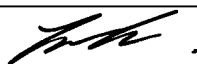
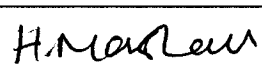
7.2 The Applicant shall be responsible at its own expense for obtaining any and all planning and other statutory consents required for the carrying out of the Agreed Works and for observing any conditions or restrictions arising therefrom.

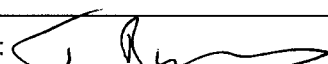
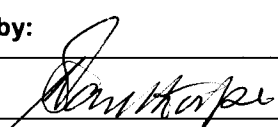
**8. Media, PR and Projects**

- 8.1 The Woodland Trust may under this Agreement use for its own promotional purposes on internet, newsprint and or other forms of media information on the Project Site including numbers of trees planted, the geographical location of the site including photographs taken by the Trust and the Applicant, subject to prior consent in writing by the Applicant.
- 8.2 The Trust is entitled within its discretion to pass on details of the Project Site to statutory bodies to use for their own data recording purposes.
- 8.3 The Trust hereby agrees that the identity of the Applicant will not be disclosed without the express and prior written consent of the Applicant.

**9. Disputes**

- 9.1 Any dispute arising out of or in connection with this Agreement shall be determined in the absence of agreement between the Parties by a single arbitrator to be appointed by agreement between them, or in the absence of such agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either the Trust or the Applicant, such arbitration to be conducted in accordance with the provisions of the Arbitration Act 1996.

<b>Signed for and on behalf of the Woodland Trust:</b>	<b>Signed for and on behalf of the Woodland Trust:-</b>
Signature: 	Signature: 
Name: <b>JACINTHA EGAN</b>	Name: <b>HANNAH MARSHALL</b>
Title: <b>WOODLAND CREATION ADMINISTRATOR</b>	Title: <b>PROJECT OFFICER</b>
Date: <b>28/11/16</b>	Date: <b>28/11/16</b>

<b>Signed for and on behalf of the Applicant:</b>	<b>Witnessed by:</b>
Signature: 	Signature: 
Name: <b>Jeremy Burrowes</b>	Name: <b>Martin Bamford</b>
Title: <b>Mr.</b>	Title: <b>Mr</b>
Date: <b>21/11/16</b>	Date: <b>21/11/16</b>

**Schedule 1 – Agreed Works**

The Objective of the Agreed Works is to

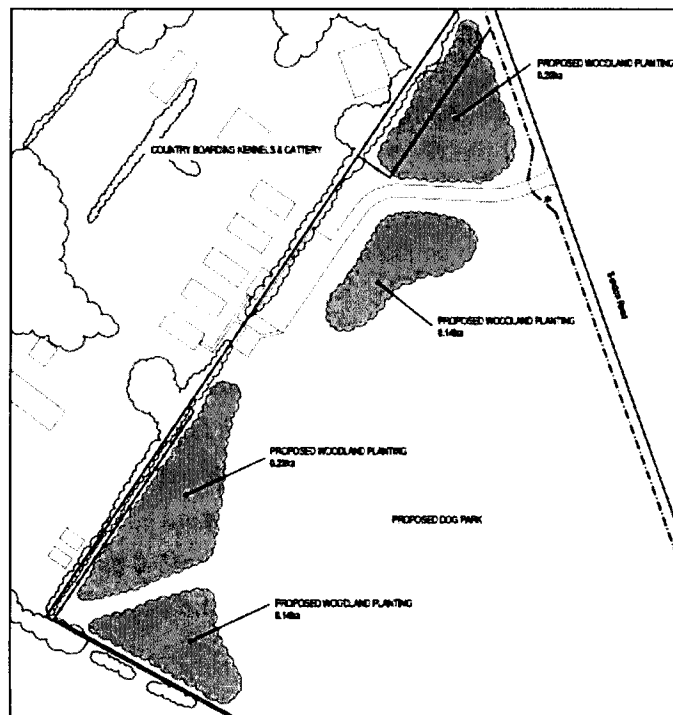
Create a new woodland at Country Boarding for Cats and Dogs, Slip End, Baldock, SG7 6SF of 0.71 hectares in size comprising of native trees for the benefit of people, wildlife and landscape.

The **Agreed Works** to be carried out by the Trust comprise:

- (1) Supply 350 shrubs and 750 trees, 1100 spirals and canes by the end of March 2017.
- (2) The tree species are to be in the following approximate numbers:

Tree Species			
Alder	125	Aspen	0
Beech	125	Bird Cherry	100
Crab Apple	100	Downy Birch	100
Field Maple	100	Goat Willow	0
Hornbeam	0	Lime (Small Leaf)	0
Oak (Common)	100	Rowan	0
Scots Pine	0	Sessile Oak	0
Silver Birch	0	Sweet Chestnut	0
Walnut	0	Whitebeam	0
Wild Cherry	0	<b>Total</b>	<b>750</b>
Shrub Species			
Alder Buckthorn	0	Blackthorn	0
Dog Rose	0	Dogwood	100
Elder	0	Hazel	100
Hawthorn	50	Holly	0
Spindle	100	<b>Total</b>	<b>350</b>

**The Plan**



**Schedule 3 – Guidance notes for a smooth tree delivery**

A. The Woodland Trust will:

- Arrange for the trees and sundries to be delivered to an address of your choice.
- Agree the delivery date with you in writing at least two weeks in advance.
- Notify you if for any reason we will not be able to deliver on the agreed date.

B. You will need to:

- Supply a full postal address including a postcode and with access for a 6-wheel truck onto an area of hard standing. We cannot deliver to the roadside or to a field.
- Be available on site to receive and sign for the delivery or agree alternative arrangements with us in advance if you are unavailable to await delivery on the agreed date.
- Check the delivery on arrival and notify us within two working days if it does not contain all of the materials listed in this agreement or any other issues.
- Plant your trees as soon as possible. Your trees can be stored in their packaging in a cool, frost-free location (such as a shed or garage) but should be planted out within one week of delivery. Please refer to page 9 of and Schedule 2 for additional guidance.
- Notify us within two working days of the agreed delivery date if your order does not arrive.

**If you do not notify the Woodland Trust of any issues with your delivery in good time, you may be liable for the cost of the materials even if the trees have not been planted.**

**Your Project Officer:** Neil Ingram  
**Telephone Number:** 0343 770 5437  
**Woodland Creation Office:** 0330 333 5303