

Current Energy Group agreement for Court Wood.

Date of agreement 5th March 2015

Parties

- 1)Crucorney Environmental Group
Represented by David Jackman and Robert Penn
- 2)Court Woods
Landowner Julia Johnson

It is agreed that

In this agreement, unless the context otherwise requires, the following expressions shall have the following meanings.

1 Definitions

“**Agreement**” means this agreement together with all documents referred to in this agreement.

“**The land**” means the land known as “Court Wood”, near the village of Llanvihangel Crucorney

“**The group**” means the group known as “The Crucorney Environmental Group” (formerly known as The Crucorney Energy Group) this includes both regular group members and members of the committee.

“**Hazardous substances**” means any natural or artificial substance (in solid or liquid form or in the form of gas or vapour) whether alone or in combinations with any other substance capable of causing harm to man or any other living organism supported by the environment, or damaging the environment or public health or welfare including but not limited to any controlled, special, hazardous, toxic or dangerous waste.

2 Agreement

2.1 The Landowner gives permission for the group to use the land to achieve the aims of the group as set out in the groups’ original constitution as shown in the extract below

The aims of the group or specific activities pertaining to this land is:

The “Crucorney Environmental Improvement Initiatives” project has been formed by a core element of the Crucorney Energy Group. The group is made up from volunteers who are passionate about maintaining and improving the natural environment in our community. The work will focus on coppicing, replanting and general woodland maintenance. We work in woodland at Great Llwygy Farm where we produce timber for making charcoal, bean poles and hurdles. A small amount of firewood is also produced. The group also has also started work in Court Wood, Llanvihangel Court. This woodland produces timber for firewood. The woodland section is the most active section of the group.

2.2 Permission for the group to use the land is subject to the group following the aims of the groups closely and achieving these aims in the way set out in the original constitution as shown in points A,B &C below.

To fulfil these aims the group will:

- a) Manage the site in a structured and beneficial way, using recognised techniques and procedures.
- b) Engage with other local, regional and national wildlife organisations for advice and guidance where necessary.
- c) Plan, organise and carry out practical conservation work
- d) Carry out ecological studies, produce reports and findings that will be shared with the wider scientific community, through the various recognised data collection organisations.
- e) Raise money and other support for the project

2.3 The group will not use or allow to be used or bring onto site or allow to be brought onto site any hazardous materials

3 Good practise & obligations

3.1 no living matter including but not limited to, trees, shrubs and pond plants are to be brought onto the land without first discussing with the land owner

3.2 Routes to be followed will be discussed with the landowner and these routes should be adhered to unless there is a threat to an individual, the group or wildlife or unless the new route or space to be worked in is agreed with the landowner

3.3 Nothing should be taken from the land unless agreed with the landowner

3.4 areas marked as no go areas by tape, signs or other such markers should not be entered

3.5 no group member will enter an area of woodland with windblown or unstable trees

3.6 no group member will carry out work which disturbs nesting birds

3.7 no group member will cause distress to any animal or cause damage to any wildlife on the land

3.8 all group members will make appropriate risk assessments before starting any task and warn other group members of possible risks

3.9 no group member will work alone at the land

3.10 no group member will use a chainsaw on the land without a chainsaw certificate.

3.11 No group member will handle species that are protected by law

3.12 No group member will disturb roosting bats on the land

3.13 All group members will follow appropriate codes of practice relating to handling, surveying and otherwise dealing with wildlife of all kinds

3.14 It is the obligation of the landowner to inform all group members of any possible risk of infringement of law relating to protected species as set out in (the conservation of habitats and species regulations 2010)

3.15 No group member shall erect a building or other structure of any kind on the land without the written consent of the landowner

3.16 No group member will sub-let, assign, transfer or part with possession of any part of the land

3.17 Where requested by the landowner, the group shall repair any damage to the land owner's property that is caused by the group or by any person authorised by the group or under their control

Term

1.1. the term of agreement start from the agreement date as shown at the top of this agreement and end on 5th March 2025 or completion of the management plan whichever is the earlier.

1.2. automatic termination occurs on the 5th March 2025 unless both the group and the land owner agree to renew the agreement in which case a new agreement document will be created which will run for a further year and will need to be renewed on an annual basis by the group and the land owner

1.3. The group can terminate the agreement at any time, giving one months' notice to the landowner and if this occurs before the 5th March 2025 both parties will work together to contact another group which will continue to use the land as set out in the original constitution of this group as shown in 2.1 and 2.2 of this agreement.

1.3b the group upon termination of this agreement must take any steps necessary to make good the site inclusive but not limited to, clearing up of rubbish related to the group's activities, removing items belonging to any group members as long as this would not cause a problem, incur a cost or a legal issue to the landowner

1.4. the landowner can terminate this agreement at any time giving one months' notice if the group are not carrying out work in the way set up by the original group constitution as shown in sections 2.1 and 2.2 of this agreement. If the landowner decides to terminate this agreement she must first have been seen to give a previous warning relating to the breach of the agreement that is causing the termination notice to take place and having given reasonable time for the group to take corrective action.

1.5 in the event of either party terminating this agreement a meeting should be called to discuss the smooth cessation of the agreement. No items are to be removed from site before this meeting. No work is to be carried out by the group after notice has been served before agreement at this meeting.

For Court Wood

Signature:

Name:

Date:

For Crucorney Environmental Group (formerly Crucorney Energy Group)

Signature:

Name:

Date: