

# Master Agreement & Permissions Procedure



## Running/athletics events on the National Forest Estate

This Master Agreement explains the standard procedure to be followed by all event organisers seeking to obtain permission to hold **scottishathletics** licenced running/athletics events on FES land.

[Forest Enterprise Scotland \(FES\)](#) is the government agency responsible for the management of 665,000 hectares of state-owned forests and woodlands in Scotland in line with standards set out in the UK Forestry Standard.

FES is in partnership with **scottishathletics**, the national governing body for athletics in Scotland, to coordinate the procedure for holding athletics events on FES land.

Event organisers, along with all other forest users, must comply with the [Scottish Outdoor Access Code \(SOAC\)](#) at all times.

### 1. When is permission required?

According to the Scottish Natural Heritage (SNH) publication '[Outdoor Events in Scotland: guidance for organisers and land managers](#)', permission is likely to be required for events where any of the following criteria apply:

1. The event would need new or temporary facilities and services.
2. The event is likely to unreasonably hinder land management operations;
3. The event is likely to unreasonably interfere with the other people's enjoyment;
4. The event is likely to unreasonably affect the environment.

[The guidance](#) recommends liaison with the land owner (in this case, Forest Enterprise Scotland), even when permission is unlikely to be required.

#### 1.1 Operating under SOAC means '**Leave the land as you find it**'. In practice, this also means taking the forest as you find it.

Some people, organising smaller or less formal events and training, aim to operate in accordance with the [Scottish Outdoor Access Code \(SOAC\)](#), acting responsibly, but without seeking permission from FES.

This is possible, when the organiser is confident that the above criteria do not apply and when the organiser accepts that there is **no guarantee that the chosen location will be available for use on any chosen day or time**. They will have access to the same information, through the same channels (e.g. web or telephone), as any other visitor to the forest – no more, no less.

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If wishing to use a particular location on a particular date (whether or not your event meets any of the criteria in paragraph 1), or by entering into any discussion or formal agreement with FES, organisers are no longer operating under SOAC and become part of the permissions process with its associated benefits (e.g. inclusion in the district calendar) and charges.

This guidance, and the support provided by FES as part of the permissions process, aims to ensure a safe and successful event.

## 2. Disciplines

This Master Agreement covers the disciplines licenced by **scottishathletics** and applies to events which are in the process of being licenced by **scottishathletics**.

## 3. The Application Procedure

The application ([Schedule 1](#)) must be completed and submitted to the Forest District (FD) where the event is to take place (see [Schedule 2](#) for FES contact information).

### 3.1 Event types & time limits

If an event organiser hopes to hold an event at a specific location on a specific date, it is sensible to approach FES as early as possible, to avoid possible clashes with other events or land management activity.

There are certain minimum time-limits which require to be adhered to in the application process, to allow a responsible and effective approach to planning, by both the event organiser and FES. These time-limits vary depending on the nature and size of the event, as per the following table:

Event Type	Definition of Event Type	Minimum time limit for application
International, UK & Scottish National	Events with over 50 participants which are competitions or larger participation events or part of an international, UK and/or Scottish national series, drawing competitors from a wide catchment	20 Weeks prior to proposed event date
Regional Events, Local Competitions	Events with over 50 participants, which are competitions or larger participation events either part of a regional series or drawing competitors from a wide regional catchment	16 Weeks prior to proposed event date
Small events	Events of fewer than 50 participants, where any of the criteria in paragraph 1 apply.	12 weeks prior to proposed event date.
Small events, Social or Training	Informal club/group outings or smaller competitions with under 50 participants, normally organised by a local group, where	As part of taking responsible access, the organiser should check if there are any other events or

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Sessions	the group will exercise responsible access under SOAC (i.e. where none of the criteria in paragraph 1 apply)	forestry operations which may conflict with their plans. The organiser does not have to (but may choose to) inform the FD of their plans – see para. 1.1.
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FES will retain a degree of discretion to accept applications outwith these time scales in exceptional circumstances. However, an additional administration charge may be charged to the Event organiser in such cases. It is therefore strongly recommended that contact is made with the relevant FD to check date and location availability prior to commencing the application process.

## 3.2 Application process timeline

The table below details the typical application and general procedure for a national event (minimum 20 weeks' notice). This should be adapted for regional/small events.

Minimum number of weeks before event	Action
20 weeks pre event	Application made by submitting form in Schedule 1
19 to 16 weeks pre event	FES recreation staff consults FD diary, other district staff, contractors & interested bodies for potential conflicts (see paragraph 10). Provided no conflict discovered (or after potential conflict resolved), provisional date is logged in district diary and organiser informed.
16 weeks pre event	<b>Pre-event site visit</b> to take place with Event organiser and FES. Discussion to include the following topics and any paperwork required: <ul style="list-style-type: none"> <li>• Camping provisions;</li> <li>• Evacuation Procedure;</li> <li>• Events village/trade pitches, including licensing and plan;</li> <li>• Health &amp; Safety;</li> <li>• Insurance Requirements;</li> <li>• Intended routes including start and finish points;</li> <li>• Marshalling points and communications;</li> <li>• Medical provisions;</li> <li>• Overall Event Management Plan;</li> <li>• Promotions and notification;</li> <li>• Route Branding Sites;</li> <li>• Reinstatement Schedule (heavily/less heavily used areas);</li> <li>• Section 11 Closure Orders (para. 5.8);</li> <li>• Special facilities involving FES work (para. 10.2);</li> <li>• Signage, marking, diversions ;</li> <li>• Spectator Management;</li> <li>• Traffic/car parking management;</li> <li>• Vehicle uplift and/or access requirements</li> <li>• Waste management, including toilet requirements.</li> </ul>

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9 weeks pre event	Event organiser submits all paperwork for elements discussed and agreed during site visit, plus: <ul style="list-style-type: none"> <li>• Risk assessments</li> </ul>
8 weeks pre event	FES responds with any queries on plans and paperwork
7 weeks pre event	Event organiser responds to FES queries
6 weeks pre event	<ul style="list-style-type: none"> <li>• The Event organiser must provide FES with a copy of the <b>scottishathletics</b> permit licence certificate. Applications for licences can be submitted via the scottishathletics website up to 12 months in advance of the preferred event date. Granting of the scottishathletics licence does not automatically mean acceptance of the event by FES.</li> <li>• FES provides two copies of a permission to the Event organiser for his/her signature, a minimum of 6 weeks prior to the event, along with an invoice for the permit fee. <b>Once signed, no alterations can be made, unless formally agreed and signed-off by both parties.</b></li> <li>• The event organiser is required to sign the permission and return one copy along with the permit fee to the FES. When this is received the event date will be finalised. Cancellation charges of £100 will apply from this point onwards (para. 10.4).</li> <li>• The event organiser and FES activate any agreed joint marketing/promotion of the event.</li> </ul>
0 – 2 weeks pre event	Course marking and event village set up takes place by event organiser and any other additional facilities set up on site, as agreed with FD and subject to course availability.
Week of event	Event takes place. Event organiser reports any serious incidents/accidents to a Forest District representative as soon as possible (para. 4.1). The FD telephone & email details are listed in Schedule 2.
Week 1 post event	<ul style="list-style-type: none"> <li>• Event organiser dismantles event village and restores all areas to pre-event condition in accordance with timescale agreed at pre-event site visit.</li> <li>• Where FES has constructed any temporary trail construction for an event, this will be removed by the Event organiser.</li> <li>• Event organiser to send FES reports on any accidents/incidents requiring on – or off-site medical attention (para. 4.1).</li> <li>• Event organiser to send record of final participant numbers to FES with 2 working days of event conclusion (Para. 10).</li> </ul>
Week 2 post event	<ul style="list-style-type: none"> <li>• Post-event site inspection between Event organiser and FES</li> <li>• Event organiser and FES to set date for event de-brief, if desired</li> <li>• If major issues have occurred during the event or event process evidence-based reports should be sent as per para. 8</li> </ul>

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Week 8 post event	Event organiser settles invoice within 49 days of being invoiced.
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## 4 Event Health and Safety

Athletics events will be permitted and run in accordance with the [Rules of UK Athletics](#). Failure to follow these procedures may lead to the cancelling of events and future permissions being refused by FES and/or scottishathletics.

As detailed above, risk assessments for each event must be carried out and submitted with each application to FES (and scottishathletics before a licence will be granted). An example of a **scottishathletics** Risk Assessment can be found on the **scottishathletics** [Organising an event webpage](#). FES will accept a duplicate of the scottishathletics form.

All Event organisers must also conform to the requirements set out in the Land Reform (Scotland) Act 2003 and the Scottish Outdoor Access Code (SOAC). See [www.outdooraccess-scotland.com](http://www.outdooraccess-scotland.com) and [Outdoor Events in Scotland Guidance](#) for further information.

Event organisers should refer to the [Health & Safety Executive \(HSE\) website](#) which contains specific information and advice, and the Health & Safety at Work Act.

Participants should be made aware of the [risk of tick-borne diseases and how to deal with ticks](#).

### 4.1 Recording Accidents and Incidents

Event organisers are required to have in place a formal mechanism for recording event accidents and incidents. If a serious accident/incident takes place during the event the organiser must immediately notify the Forest District Duty officer (or nominated representative).

FES is able to accept [scottishathletics's incident report form](#), to avoid duplication of paperwork. All incidents should be reported to the Forest District within 7 days of the end of any event. The rules around which the scottishathletics licence is granted, must also be adhered to. See the organising an event section on the scottishathletics website.

### 4.2 Insurance Requirements

Effective management and organisation should be carried out with the aim that each event is safe and successful.

However, the Permit Holder will also maintain an insurance policy for the pre and post event set up and take down activity as well as the actual event itself, with a reputable insurance company to an amount of not less than £5 million in respect of any one claim. The amount of such insurance shall not limit the liability of the Permit Holder to the Commission. By providing FES with a copy of the **scottishathletics** licence certificate, the Permit Holder is proving insurance cover of £5 million.

While FES requires proof of this insurance, we remind clubs and organisers that insurance cannot replace a sensible and responsible approach to event management.

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## 5. Event Management

The event should run in accordance with the process provided for in para. 3.2 above (subject to the timescale modifications for each type of event). The following paragraphs outline further conditions which apply to all events.

### 5.1 Promotion

The event organiser will recognise FES' role in hosting the event in any promotional material, websites and news releases e.g. display of FES banners/flags on the event course, FES logo in event promotional material. Similarly, FES will also endeavour to promote the event through any FES promotional material and press if desired by the event organiser. This joint promotion should be agreed and managed between the event organiser and the Forest District liaison officer.

### 5.2 Waste and Minimising Damage

For environmental and site sustainability purposes, event organisers are required to and will be responsible for managing all aspects of waste (water, litter, human etc) in relation to their events. Further information and guidance on this aspect is detailed in the Forestry Commission Operational Guidance Booklet (OGB) 35, copies of which are available from Forest District offices.

Further, if it is intended to fix notices or markers to trees on no account shall nails, staples, wire or anything liable to damage trees be used. The recommended method is to tie with string (not nylon or similar fibre) in such a way that tree damage is avoided.

Participants must be encouraged to ensure their shoes (plus paws and tyres) are clean, to help protect our forests from tree pests and diseases. [Keep It Clean.](#)

#### 5.2.1 Toilet provision

In discussion with the Forest District, the organising club will assess the requirement for temporary toilet provision. This may apply even where there are existing FES toilet facilities, if the event's use of these facilities would cause disruption to other visitors to the forest.

Where the event organiser wishes to use existing toilet facilities run by a private tenant business (e.g. at an FES visitor centre), they must negotiate use of these facilities with the business in advance. The Forest District will provide contact details for the business, when required.

At sites where there are no toilet facilities nearby, FES' experience has shown a requirement for portable toilets on site for events with over 75 participants or lasting more than 3 hours.

### 5.3 Marshalling

Organisers must ensure that events have adequate marshalling cover and this should be notified to the Forest District in advance, showing mapped marshal locations and how marshals will communicate with base and other marshals. The number of event marshals required will vary depending on the type of event, length and layout of the

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course and should be agreed between the event organiser and the Forest District at the pre-event inspection, in accordance with the rules of UK Athletics.

## 5.4 Vehicle access

If motorised vehicles are required pre, post or during the event (e.g. for planner, controller, organiser, first aid), a vehicle access permit must be obtained from the Forest District. Under this Master Agreement, one vehicle access permit will cover up to 5 identified vehicles.

A sample vehicle access permit, including terms and conditions (e.g. provision and return of gate key/s), is available from the Forest District.

Emergency vehicles requiring access during an event do not require a permit.

### 5.4.1 Use of quad bikes

If the event organiser wishes to use quadbikes/ATVs, where no other vehicle is appropriate, the FD has specific requirements for permitting their safe use. FES also recognises the [Forest Industry Safety Accord guide](#) as a minimum standard for work on the national forest estate.

## 5.5 Other Land users

If FES' tenants or any other persons having an interest in the land are likely to be affected by an event or its use as a training area or their permission/notification is required, then arrangements to notify these persons or obtain their permission shall be made between the organiser and FES. FES will give the organiser the names and addresses of those persons likely to be affected, where possible.

FES will endeavour to arrange for temporary cessation of planned operations by contract holders (and any subcontractors) on FES land affected by an Event for the duration of the Event. If agreement cannot be reached with a contractor, FES may require the Event to be re-routed or cancelled. FES shall not restrict normal public access over areas (unless covered by a Section 11 closure order as described in paragraph 5.8) where an event has been agreed.

Other forest users' access to event areas must be managed as agreed in advance with FES, including signage, local advertising and other agreed notification.

## 5.6 Car parking

At locations where car parking charges are in operation, these apply as usual, for event organisers, participants and spectators. The event organiser is expected to encourage payment at any onsite meters.

If an event organiser wants/requires the exclusive use of a car parking facility where charges are usually levied, this will be agreed in advance and calculated on the basis that the car park was operating at full capacity.

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Where a club event (being run under SOAC) involves the temporary placing of a gazebo/similar in the car park, the appropriate car parking fee for the space used by the gazebo must be paid.

Reasonable charges may be levied for parking within the forest outwith usual car parking facilities e.g. forest roads.

## 5.7 Sales Points

Sales outlets selling e.g. confectionery, drinks or snacks will be allowed at events, subject to agreement between the organiser and FES as to the number and siting of outlets. FES retains discretion to make reasonable charges for issuing a sales concession permission, if any existing tenant business is not the chosen provider; any sum due will be negotiated between the Event organiser and the Forest District Manager. Sales points are charged individually depending on size of event, size of outlet and potential revenue for outlet.

## 5.8 Closure Orders

Event organisers may need to seek a closure order from a Local Authority for an event on the grounds of public safety or charging for entry in order to temporarily exempt a specific area from access rights. Section 11 of the Land Reform (Scotland) Act 2003 (Power to exempt particular land from access rights), provides a mechanism for local authorities, whether on application from third parties or at their own initiative, to exempt a particular area of land from access rights for a particular purpose.

The requirements for an event to need a 'Section 11' will be discussed at the pre-event site visit. Organisers should make this assessment in discussion with FES.

It may be appropriate for FES to formally request that organisers apply for a Section 11 order. If this is the case, reasons will be given in writing by FES within 2 weeks of the site visit, to explain why the existing event management plan cannot be covered by the Land Reform Act and good practice detailed in SNH's [Outdoor events in Scotland: guidance for organisers and land managers](#). This should be sent to the event organiser, FES [Business & Visitor Development Manager](#) and the [Events Administrator](#) at **scottishathletics**.

If it is agreed that a closure order is required, the event organiser should contact the Local Authority access officer in the first instance. Contact details for Local Authority and National Park access officers can be found at [www.outdooraccess-scotland.com/help-and-information/contact-la-officer](http://www.outdooraccess-scotland.com/help-and-information/contact-la-officer).

Further information on Section 11 orders is available at the Scottish Government's website - <http://www.scotland.gov.uk/Publications/2013/06/6291/7>

## 6. Post Event Requirements

The event organiser shall be responsible and liable for ensuring that all areas used for the event, including trails, car parking areas, toilets, areas of the forest used for trade stands, camping, catering, competitor changing and additional toilet facilities are left in the same condition as at the pre-event site inspection. If such areas are not left in the



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same condition within a timescale agreed with the forest district, FES reserves the right to undertake reasonably required reinstatement or repair work and charge any incurred costs to the organiser.

## 7. Area Restrictions

It may be necessary to apply reasonable access restrictions to forests or over parts of such forests at certain times in order to protect forest operations or environmental interests. FES shall use its best endeavours to notify the organiser of any restrictions at the time of application for permission for an event.

## 8. Refusing/Revoking Applications

FES retains the option to refuse an application/approach for an event if it is deemed inappropriate or presents an unacceptable business risk involving financial and reputational liabilities which cannot be accommodated. Some examples include: clashes with other events, unavoidable forest operations, environmental conflicts e.g. using a high proportion of undeveloped land for an event route, or events which undermine FES' brand values and identity. FES reserves the right to revoke 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 where possible, reasonable notice and a suitable alternative area will be provided.

In such circumstances the FD will issue an evidence-based report giving clear and reasonable reasons why the event will not go ahead, sending it to the **scottishathletics** [Events Administrator](#), the event organiser & [FES Business & Visitor Development Manager](#).

## 9. Arbitration

In the event that agreement cannot be reached between FES and an organiser over any matter relating to this Agreement, an Event organiser, **scottishathletics** or FES may request that the National Representatives meet with all parties to consider the matter.

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## 10. Charging

Reasonable charges will be made by FES for partial cost recovery of the administration, time and services provided by FES before, during and after all non-SOAC events, as part of FES' aim to ensure events go as safely and smoothly as possible. These cover services such as internal and external consultations to identify and minimise any potential areas of conflict, time and support from one or more designated Forest District staff, including attendance at site inspections before and/or during and/or after the event.

<b>Numbers based on senior participants</b>						
<b>Major events bandings (below)</b>		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
over 3000		£950	£1,026	£1,108	£1,197	£1,292
between 2001 - 3000		£850	£918	£991	£1,071	£1,156
between 1001 - 2000		£750	£810	£875	£945	£1,020
from 751 - 1000 seniors & world/elite events		£650	£702	£758	£819	£884
	2nd and subsequent days	£350	£378	£408	£441	£476
<b>Large events bandings (below)</b>						
		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
from 601 - 750		£450	£486	£525	£567	£612
from 450 - 600		£350	£378	£408	£441	£476
from 301 - 450 seniors		£300	£324	£350	£378	£408
	2nd and subsequent days	£200	£216	£233	£252	£272
<b>Medium events bandings (below)</b>						
		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
from 250 - 300		£230	£248	£268	£290	£313
from 150 - 250 seniors		£180	£194	£210	£227	£245
	2nd and subsequent days	£100	£108	£117	£126	£136
<b>Small non-SOAC</b>						
		<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
up to 150 senior participants		£70.00	£75.00	£80.00	£85.00	£90.00

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These fees are in addition to **scottishathletics** licences and levies (see the running an event section of the **scottishathletics** website)

## 10.1 Discounts

- Where only part of an event footprint is on FES land, a pro-rata reduction of the scheduled charges will be made. For example if 80% of the entire event is on FES land, then the organiser will be charged 80% of the fee. The FES District representative should be supplied with course/route maps when applying for event permission in order to agree the correct proportion.

## 10.2 Fees for additional services

Reasonable charges will be made by FES for the granting of any special facilities that involve FES in extra expense. These charges will be discussed at the pre-event site visit and agreed in advance between the Event organiser and the local Forest District Manager. Examples may include extra facilities such as marshalling for cars attending the event, siting of toilet/catering facilities (paragraph 5.2 and 5.2.1), temporary trail construction for an event, the provision of camping facilities, in-forest parking or the use of forest buildings for changing or other purposes.

## 10.4 Cancellation Charges

Cancellation by the organiser: FES may charge a £100 fee if less than 6 weeks' notice (national events), 4 weeks' notice (regional events) and 2 weeks' notice (small events) is given and an alternative date is not agreed.

Cancellation by FES: no permissions charge shall be paid by the organiser unless cancellation has been due to failure by the organiser to meet documentation submission timelines, resulting in FES potentially missing event revenue from another booking.

## 10.5 Validity of charges

The above charges are valid to end December 2022.

All FES charges will be subject to VAT at the percentage rate valid when event permission is agreed. As at November 2017, events such as running are exempt from VAT.

## 11. Invoice Settlement

Invoices should be settled within 49 days (7 weeks) of the date of issue.

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## Schedule 1: APPLICATION TO HOLD A RUNNING EVENT

Name of applicant: (Mr/Mrs/Ms/Dr/Other)
Name of Club or Event organiser:
<b>scottishathletics</b> reference (if applicable):
Address of applicant: (Please include postcode) Telephone: Email: Website:
Date(s) of Event:
Title of Event:
Event Type (see para. 3.1:):
Number of vehicles requiring access for event (see para. 5.4 & vehicle access permit):
Estimated participant numbers (seniors, juniors):
Actual participant numbers (supplied post event):
Proposed entry fee:
Location of Event: (Please attach OS map)
Time of Event:

I apply for permission to organise the above event, and confirm that I have read and understood this Master Agreement. I agree to be bound by the conditions set out in this Master Agreement between Forest Enterprise Scotland and **scottishathletics**, which apply from 1 January 2018 to 31 December 2022 (unless reviewed and alterations agreed during that period).

Signed: ..... Date: .....

On behalf of:

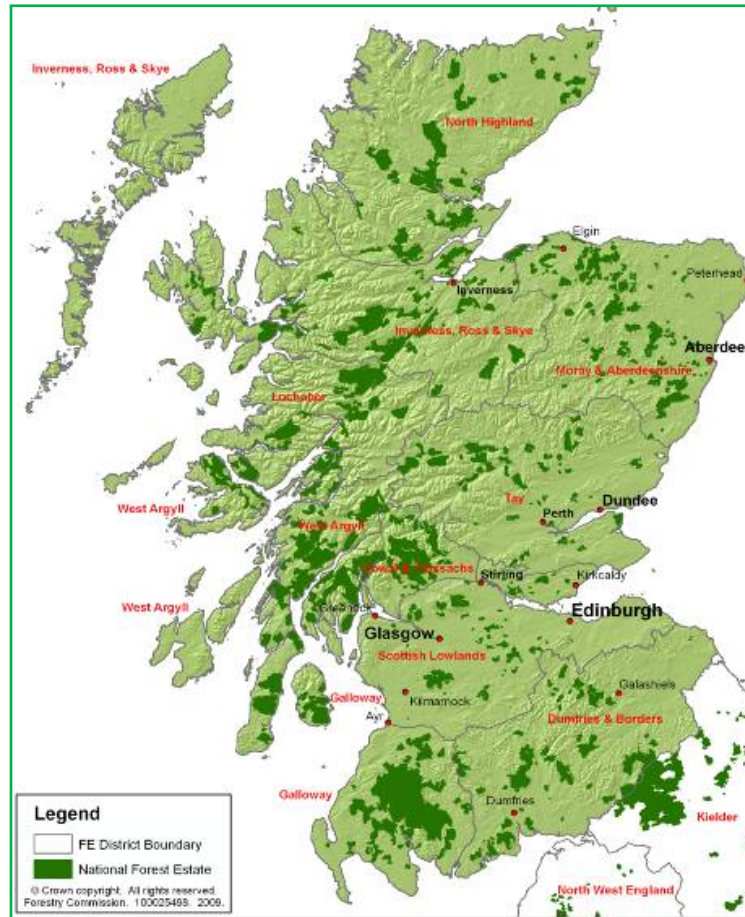
Name: .....

Address: .....

.....

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## Schedule 2: FOREST DISTRICT CONTACTS



Forest District	CVS Manager	Email address	Address	Telephone
North Highlands	Hazel MacLean	northhighland@forestry.gsi.gov.uk	The Links, Golspie Business Park, Golspie, Sutherland, KW10 6UB	0300 067 6850
Inverness, Ross & Skye	Jack Mackay	Invernessross&skye@forestry.gsi.gov.uk	Tower Road, Smithton, Inverness, IV2 7NL	0300 067 6100
Lochaber	Kirsty Mann	Lochaber@forestry.gsi.gov.uk	Torlundy, Fort William, Inverness-shire, PH33 6SW	0300 067 6870
Moray & Aberdeenshire	Dan Cadle	Moray&Aberdeenshire@forestry.gsi.gov.uk	Portsoy Road, Huntly, Aberdeenshire, AB54 4SJ	0300 067 6200
Tay	Hamish Murray	tay@forestry.gsi.gov.uk	Inverpark, Dunkeld, Perthshire, PH8 0JR	0300 067 6380
West Argyll	Helen Watt	westargyll@forestry.gsi.gov.uk	Whitegates, Lochgilphead, Argyll, PA31 8RS	0300 067 6380
Cowal & Trossachs	Will Huckerby	Cowal&trossachs@forestry.gsi.gov.uk	Aberfoyle, Stirling, FK8 3UX	0300 067 6600
Scottish Lowlands	Colin Peacock	scottishlowlands@forestry.gsi.gov.uk	Five Sisters House, Five Sisters Business Park, West Calder EH55 8PN	0300 067 6700
Dumfries & Borders	Hugh McKay	Dumfries&borders@forestry.gsi.gov.uk	Ae Village, Parkgate, Dumfries, DG1 1QB	0300 067 6900
Galloway	Keith Muir	Galloway@forestry.gsi.gov.uk	Creebridge, Newton Stewart, DG8 6AJ	0300 067 6800

\* CVS: Community & Visitor Services