

Events & Permissions Procedure

Dogsports Events on the National Forest Estate

This explains the standard procedure to be followed by all dogsports event organisers seeking to gain permission to hold dogsports events in Scotland's national forests.

[added Nov 2018: this document will be replaced in early 2019 by a master agreement between the Kennel Club, Forestry Commission Scotland and Forestry Commission England]

[Forestry Commission Scotland](#) 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.

Event Organisers, along with all other forest users, should comply with the [Scottish Outdoor Access Code](#) at all times.

1. When is permission required?

According to the SNH publication '[Outdoor Events in Scotland: guidance for organisers and land managers](#)', permission is likely to be required for those 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, Forestry Commission Scotland), even when permission is unlikely to be required.

A Code of Conduct & permissions guidance is attached in schedule 4, which aims to clarify permission requirements for dogsports training.

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 club outings, aim to operate in accordance with the [Scottish Outdoor Access Code](#), acting responsibly (including obeying any onsite signage, diversions or staff), but without seeking permission from FCS.

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, as any other visitor to the forest – no more, no less.

If wishing to use a particular location on a particular date (whether or not the event meets any of the criteria in paragraph 1) or by entering into any discussion or formal agreement with FCS, organisers become part of this permissions process.

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

2. Disciplines

This document applies equally to all disciplines of dogsports and breeds of dogs.

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 FCS 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 FCS 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 FCS. 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
Large	From 100 teams	20 weeks prior to proposed event date
Small/medium events	Events of any size (up to 100 teams) where criteria in para 1 apply.	12 weeks prior to proposed event date.
Social or Training Sessions	Informal club/group session of up to 10 teams where the group will exercise responsible access under SOAC (i.e. where none of the criteria in paragraph 1 apply)	As part of taking responsible access, the organiser should check if there are any other events or 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.

FCS will retain a degree of discretion to accept applications outwith these time scales in exceptional circumstances. However, an additional charge of £1000 plus VAT 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	<p>FCS recreation staff consult FD diary, other district staff, contractors & interested bodies for potential conflicts (see paragraph XX).</p> <p>Provided no conflict discovered (or after potential conflict resolved), provisional date is logged in district diary and organiser informed.</p>
16 weeks pre event	<p>Site visit to take place with Event Organiser and FCS. Discussion to include:</p> <ul style="list-style-type: none"> • Camping provisions; • Evacuation Procedure; • Events village/trade pitches, including licensing and plan; • Health & Safety; • Insurance Requirements; • Intended routes including start and finish points; • Marshalling points and communications; • Medical provisions; • Overall Event Management Plan; • Promotions & notification; • Route Branding Sites; • Reinstatement Schedule; • Section 11 Closure Orders (see para xxx); • Special facilities involving FCS work; • Signage, marking, diversions; • Spectator Management; • Traffic/car parking management; • Vehicle access requirements; • Waste management, including toilet requirements.
9 weeks pre event	<p>Event Organiser submit paperwork for elements discussed and agreed during site visit, plus:</p> <ul style="list-style-type: none"> • Risk assessments
8 weeks pre event	FCS responds with any queries on plans and paperwork
7 weeks pre event	Event organiser responds to FCS queries
6 weeks pre event	<ul style="list-style-type: none"> • FCS 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. Once signed, no alterations can be made, unless formally agreed and signed-off by both parties.

	<ul style="list-style-type: none"> • The Event Organiser is required to sign the permission and return one copy along with the permit fee to the FCS. When this is received the event date will be finalised. Cancellation charges of £100 will apply from this point onwards (para 10.3). • The Event Organiser and FCS activate any joint marketing/promotion of the event.
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 (Schedule 3). The FD telephone & email details are listed in Schedule 2.
Week 1 post event	<ul style="list-style-type: none"> • Event Organiser dismantles event village and restores all areas to pre-event condition in accordance with timescale agreed at pre-event site visit. • Event Organiser to send FCS reports on any accidents/incidents requiring on- or off-site medical attention (para 4.1). • Event Organiser to send record of final participant numbers to FCS with 2 working days of event conclusion. Para 10: Charging
Week 2 post event	<ul style="list-style-type: none"> • Post-event site inspection between Event Organiser and FCS • Event Organiser and FCS to set date for event de-brief, if desired • If major issues have occurred during the event or event process evidence-based reports should be sent exchanged.
Week 8 post event	Event Organiser settles invoice within 49 days of being invoiced.

4 Event Health and Safety

As detailed above, risk assessments for each event must be carried out and submitted with each application.

All Event Organisers must also conform to the requirements set out in the Land Reform (Scotland) Act 2003 and the Scottish Outdoor Access Code. See 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.

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).

Forestry Commission Scotland's incident report form is attached in schedule 3 (details can be input directly into this PDF). All incidents should be reported to the Forest District within 7 days of the end of any event.

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. The Permit Holder will produce the insurance certificate on the signing of this Permission.

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

5. Event Management

The event should run in accordance with the process provided for in table 1 above (subject to the timescale modifications for each type of event). This section outlines further conditions which apply to all events.

5.1 Promotion

The Event Organiser will recognise FCS' role in hosting the event in any promotional material, websites and news releases e.g. display of FCS banners/flags on the event course, FCS logo in event promotional material. Similarly, FCS will also endeavour to promote the Event through any FCS 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, dog etc) in relation to their events. Further information and guidance on this aspect is detailed in the Forestry Commission Operational Guidance Booklets (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.

5.2.1 Toilet provision

For all events with over 75 participants or lasting more than 3 hours, there is an expectation that the event organiser will provide toilet facilities. This applies even where there are existing toilet facilities, to limit disruption to other visitors to the forest.

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

course and should be agreed between the Event Organiser and the Forest District at the pre-event inspection.

5.4 Vehicle access

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

A sample vehicle access permit, including terms and conditions, is available from the Forest District.

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. FCS 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 FCS' 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 FCS. FCS shall give the Organiser the names and addresses of those persons likely to be affected, where possible.

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

Other forest users' access to event areas must be managed as agreed in advance with FCS, 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.

Charges for in-forest car parking will be subject to negotiation with FCS with a minimum charge of £1 per vehicle. Charges may be higher where forests have other formal car parking.

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 FCS as to the number and siting of

outlets. FCS retains a 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.

For an event involving speed or exclusive use of a trail, the potential requirement for a 'Section 11' will be discussed at the pre-event site visit, as part of route/spectator management. Organisers should make this assessment in discussion with FCS, whose team can provide advice and may formally request a Section 11.

In this case, reasons will be given in writing by FCS, 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 report should be sent to the event organiser, any club/association involved and FCS Forest Tourism Development Manager

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.

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 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 same condition within a timescale agreed with the forest district, FCS 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 restrictions to events in forests or over parts of forests at certain times in order to protect forest operations or environmental interests. FCS 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

FCS 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 an area identified as a capercaillie breeding site, or events which undermine FCS' brand values and identity etc. FCS 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, 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, the event organiser, any club/association involved and FCS [Business & Visitor Development Manager](#).

9. Arbitration

In the event that agreement cannot be reached between FCS and an Organiser over any matter relating to this Agreement, an Event Organiser or FCS may request that an informed, independent National Representative meet with all parties to consider the matter.

10. Charging [updated November 2018]

Reasonable charges will be made by FCS for partial cost recovery of the administration, time and services provided by FCS before, during and after the event, as part of FCS' 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.

All charges below are exclusive of VAT which is applicable at the prevailing rate.

Sled dog events		2018	2019	2020	2021	2022
Events charge		£70.00	£75.00	£80.00	£85.00	£90.00
Supplement per team per day (100 + teams)		£11.00	£11.50	£12.00	£12.50	£13.00
Supplement per team per day (up to 100 teams)		£6.00	£6.50	£7.00	£7.50	£8.00

10.1 Discounts

- Where only part of an event course is on FCS land, a pro-rata reduction of the scheduled charges will be made. For example if 80% of the entire course is on FCS land, then the organiser will be charged 80% of the fee. The FCS 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 FCS for the granting of any special facilities that involve FCS 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 and the use of forest buildings for changing or other purposes.

10.3 Cancellation Charges

Cancellation by the Organiser: FCS may charge a £100 fee if less than 6 weeks notice (large events), 4 weeks notice (medium non-SOAC events) and 2 weeks notice (small non-SOAC) is given and an alternative date is not agreed.

Cancellation by FCS: 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 FCS potentially missing event revenue from another booking.

10.4 Inflation & VAT

The above charges are valid to end December 2014.

All FCS charges will be subject to VAT at the percentage rate valid when an event permission is agreed.

11. Invoice Settlement

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

Schedule 1: APPLICATION TO HOLD A DOGSPORTS EVENT

Name of applicant: (Mr/Mrs/Ms/Dr/Other)
Name of Club or Event Organiser:
Membership ref (& name of membership organisation)
Address of applicant: (Please include postcode) Telephone: Email: Website:
Date(s) of Event:
Title of Event:
Event Category (see para 3.1):
Vehicle access required (separate permit applies): Yes/No
Estimated participant numbers (teams):
Actual participant numbers (supplied post event):
Proposed entrance 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 the notes below. I agree to be bound by the conditions set out in this Dogsports Events Agreement & Procedure.

Signed: Date:

On behalf of:

Name:

Address:

.....

Forest Enterprise Scotland
 1 Highlander Way
 Inverness Business Park
 Inverness IV2 7GB
 Tel: 0300 067 6000
 e-mail: fe.scotland@forestry.gsi.gov.uk

Supported by colleagues at:
 55/57 Moffat Road
 Dumfries DG1 1NP
 Tel: 0300 067 6500

Our five Forest Regions
 manage Scotland's national forests.
 They protect and maintain the forests through planting and management of woodlands, forest design, and marketing timber, production planning, management of forest operations, provision of public access and recreation facilities.



Golspie Office
 The Links
 Golspie Business Park
 Golspie
 Sutherland
 KW10 6UB
 Tel: 0300 067 6850
 Fax: 01408 634014
 e-mail:northhighland.fd@forestry.gsi.gov.uk

Paul Hibberd

Smithton Office
 Tower Road
 Smithton, Inverness
 IV2 7NL
 Tel: 0300 067 6100
 Fax: 01463 793872
 e-mail:invernesscrossskye@forestry.gsi.gov.uk

Paul Hibberd

Fort William Office
 Torlundy
 Fort William, Inverness-shire
 PH33 6SW
 Tel: 0300 067 6870
 Fax: 01397 700179
 e-mail:lochaber@forestry.gsi.gov.uk

Robbie Layden

Lochgilphead Office
 Whitegates
 Lochgilphead, Argyll
 PA31 8RS
 Tel: 0300 067 6650
 Fax: 01546 603381
 e-mail:westargyll@forestry.gsi.gov.uk

Robbie Layden

Aberfoyle Office
 Aberfoyle
 Stirling
 FK8 3UX
 Tel: 0300 067 6600
 e-mail:cowaltrossachs@forestry.gsi.gov.uk

Stuart Chalmers

Huntly Office
 Portsoy Road
 Huntly, Aberdeenshire
 AB54 4SJ
 Tel: 0300 067 6200
 Fax: 01466 794986
 e-mail: morayaberdeenshire@forestry.gsi.gov.uk

Justin Livesey

Dunkeld Office
 Inverpark
 Dunkeld, Perthshire
 PH8 0JR
 Tel: 0300 067 6380
 Fax: 01350 727811
 e-mail:tay@forestry.gsi.gov.uk

Justin Livesey

West Calder Office
 Five Sisters House
 Five Sisters Business Park, West Calder
 EH55 8PN
 Tel: 0300 067 6700
 Fax: 01555 660191
 e-mail:scottishlowlands@forestry.gsi.gov.uk

Stuart Chalmers

Ae Office
 Ae Village
 Parkgate, Dumfries
 DG1 1QB
 Tel: 0300 067 6900
 e-mail: dumfriesborders@forestry.gsi.gov.uk

Tim Oliver

Newton Stewart Office
 Creebridge
 Newton Stewart
 DG8 6AJ
 Tel: 0300 067 6800
 e-mail:galloway@forestry.gsi.gov.uk

Tim Oliver

name.surname@forestry.gsi.gov.uk

Schedule 3 [added November 2018]: Cani-cross events

For orienteering (Scottish Orienteering), hill/trail running (Scottish Athletics licenced events only), cani-cross, triathlon (Triathlon Scotland permitted events only).

Numbers based on senior participants						
Major events bandings (below)		2018	2019	2020	2021	2022
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
Large events bandings (below)						
		2018	2019	2020	2021	2022
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
Medium events bandings (below)						
		2018	2019	2020	2021	2022
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
Small non-SOAC						
		2018	2019	2020	2021	2022
up to 150 senior participants		£70.00	£75.00	£80.00	£85.00	£90.00

non-Scottish Athletics running events		2018	2019	2020	2021	2022
events charge		£70.00	£75.00	£80.00	£85.00	£90.00
supplement per participant per day		£1.30	£1.35	£1.40	£1.45	£1.50