

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

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.

Event Type (as clarified in section 3.1)	Cost recovery charge
Large events	£60 permit fee plus £10.00 per team
Small/medium events (non-SOAC)	£60 permit fee plus £5.00 per team
Social/Training Sessions (SOAC)	free

10.1 Discounts

- Up to 10 events, taking place in the same financial year (1st April to 31st March) can be booked at the same time by the same Event Organiser, across different Forest Districts, at a discounted permit fee rate of 20% until December 2017. This discount reflects the reduced level of FCS administration. To book multiple permissions, email all relevant Forest Districts with your planned schedule, copying in the [Business & Visitor Development Manager](#).
- 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 2017.

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:

.....

SCHEDULE 3

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ACCIDENT REPORT FORM

DETAILS OF PERSON COMPLETING THIS FORM

Name:
Job Title:
Department:
Signature:
Date:

INJURED PERSON'S (IP) DETAILS
Name (Mr/Mrs/Miss/Ms)
Address:
Post Code:
Tel No: Home
Mob
Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>
Date of Birth: _____ (Age)
Is the IP a : Member of Public <input type="checkbox"/> Employee <input type="checkbox"/> Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other <input type="checkbox"/> (specify)
If IP is a customer
If IP is an employee
Accommodation Address if applicable :
Pay Band
Department
Manager/Supervisor

TIME AND LOCATION DETAILS
Date of Accident:
Time of Accident:
Weather conditions:
Light conditions:
Location Name

INJURY DETAILS
Injury Type
Body area affected
Cause of injury
Description of incident (continue on reverse, if necessary)

Was first-aid treatment given?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, what treatment was given?	
Name(s) of first-aiders	
Was the injured person taken to hospital?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Name of hospital	
Were the emergency services called?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Which ones?	
Was injured person detained in hospital?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, for how long?	
If the injured person was an employee, did they resume normal work after the accident?	YES <input type="checkbox"/> NO <input type="checkbox"/>

<u>Witness details (if applicable)</u>
Name.....
Address
Witness Statement (continue on reverse, if necessary)

REMEDIAL ACTION What remedial action was taken immediately to prevent a recurrence: (continue on reverse, if necessary)

Dog Sports on Scotland's National Forest Estate

Training code of conduct & permissions guidance for Managers & dog sports participants

Purpose

1. To clarify the permissions and procedures relating to exercising sled dogs and holding dog sport training sessions on Scotland's National Forest Estate (NFE) which aim to ensure that dog sports are undertaken in a responsible manner. The guidance is intended for those participating in dog sports and also for Forestry Commission Scotland staff.

Introduction

2. This document sets out procedures and a code of practice for exercising sled dogs and undertaking dog sport on FCS land. In Scotland, if no motorised vehicle is used, the activity is managed within the context of the Scottish Outdoor Access Code (see paragraph 10 and table).

2.a Events organisation is covered in a separate document, which is available from Forestry Commission Scotland and from various dogsports organisations. Guidance on event organisation and what constitutes an event in the context of the Scottish Outdoor Access Code is in [Outdoor Events in Scotland: guidance for organisers and land managers](#).

Background to the activity

3. Sled dog training and competition has been taking place on FCS land since the mid 1970s. Most activity tends to take place at dawn and dusk. The number of dogs involved in a training outing usually ranges from 1 to 12.
4. Although many owners will be members of a group or organisation with interests in sled dogs, the sector is fragmented, with no single governing body or representative association for the sport as there is with some other activities.
5. An increasing number of owners have been using ATVs to assist training of dogs since their introduction in the 1980s. Dogs and the larger teams are more easily trained from a quad giving greater control and stability when compared to a traditional rig. The ATV can also be used with smaller teams to help on uphill sections where the team may be unable to pull the weight of the rig.
6. Management of permissions for training has been inconsistent to date and this document seeks to ensure a consistent approach is taken across FCS districts.
 - 6.a due to the differing requirements in each forest area, the terms and conditions for permissions may vary between forest districts.

Sled dog groups

7. FCS has found that working with representative membership groups particularly at local level has advantages for both parties. FCS is keen to encourage the formation of local dog sport forest user groups as a means of improving and facilitating collaboration and ensuring adherence with permissions and codes of practice.

Training facilities

8. There is merit in user groups and FCS working together to identify suitable forests and areas within these forests where training can take place. These are likely to comprise a good network of tracks, ideally dirt tracks, providing an uninterrupted circuit(s) from a parking area suitable for parking a vehicle and unloading dogs and equipment. The exact nature of the circuit(s) should be the subject of discussion between FCS staff and the local user group. The circuit(s) should be used one way and ideally have good sight lines in case other forest users, staff or contractors are using the area at the same time.
9. Any time constraints in each forest will be agreed by the relevant Forest District Manager (FDM), to balance fair use by sled dog teams and other forest users while taking into consideration winter darkness/summer lightness, which will vary according to the location of the forest. This may also be influenced by deer culling by authorised wildlife rangers/contractors and/or sensitive habitats, in certain areas. Any restrictions will be included in the terms and conditions of a permission.

Scottish Outdoor Access Code (SOAC)

10. In Scotland, Land Reform access legislation applies to non-motorised access to the countryside, including Scotland's national forest estate.
 - 10.a While there is no formal mention of dogsports in SOAC, it is clear that cani-cross (running while harnessed to a dog) and bike/ski-joring (being towed on a bicycle or skis by one or two dogs) are permissible under SOAC, where the dogs are kept under control, as per any other access by a person with a dog.
 - 10.b Dogsledding behaviour should be considered in the context of SOAC point 3.9: "Members of the public owe a duty of care to land managers and to other people. Adapting your behaviour to prevailing circumstances and using common sense will help to avoid incidents or accidents. If your recreation is one which is likely to cause a hazard (for example cycling fast or driving a cart or carriage with horses or dogs) you should take particular care not to cause risk to others. If you are on shared-use routes you must show care and consideration for others, deferring to those who are most vulnerable."

Motorised vehicle use

11. A formal permission is required for all vehicular access (including ATVs and quadbikes for use during training, whether motorised or not) to the national forest estate.
13. Requirements for permissions/agreements are set out in **Table 1**.

Charges

14. Reasonable charges will be made by FCS for partial cost recovery of the administration, time and services provided by FCS as a result of issuing permissions for all non-SOAC activities.

For dogsports, charges will be £60 plus VAT per permission. The permission holder may be an individual user or an established group (which may carry insurance on behalf of its members). Reduced permission costs may be negotiated for members of an established group, where the group acts as permission holder and organiser.

Health and safety

15. All permissions holders should be reminded to behave responsibly while in the forest in terms of other forest users and the environment. See the Scottish Outdoor Access Code for guidance.
16. All accidents resulting in an injury requiring medical attention for a participant, dog or member of the public will be reported to the Forest District within 24 hours. Any serious near misses should also be reported to FC within 7 days. See Schedule 2 for contact details and Schedule 3 for Forestry Commission Scotland's incident report form (details can be input directly into this PDF).



Table 1: Permission requirement

Activity	Requirement	Cost
Training, no ATV	<p>Act responsibly, in accordance with Scottish Outdoor Access Code. This includes keeping all dogs under control and respecting the interest of other users and the environmental sensitivities of the forest.</p> <p>You may consider:</p> <ul style="list-style-type: none"> - Informing the Forest District - Notifying other users 	Free
<p>Training, with ATV OR</p> <p>Training, no ATV, but looking for vehicle access, proactive information or additional support from FD</p>	<p>Permission from FD (Schedule 2), to include</p> <ul style="list-style-type: none"> • Preferred location • Preferred times • Number of participants • Name of agreement holder • Undertaking to report incidents & accidents to a named FD representative • Details of ATV used <p>From applicants –</p> <ul style="list-style-type: none"> • Proof of public liability insurance • Copy of Certificate of competence (LANTRA/NPTC) • Evidence of safety review AFAG 701 • Copy of risk assessment <p>Both parties will also agree how access will be gained (e.g. FCS key/club key on chain)</p>	<p>£60 + VAT for named individual</p> <p>£60 + VAT for group plus fee (£10) per kennel</p>

Schedule 1: Sample permission terms & conditions

For sled dog training which includes vehicular access and ATVs

If you wish to access parts of the forest using a motorised vehicle and/or to use an ATV (with/without motor) as part of your training and/or to have advice on and agreed access to a specific forest or route, you must apply for and receive a permission.

A permission will include:

1. Forest District contact details;
2. Permission holder contact details;
3. What the permission is for. E.g. to hold sled dog training sessions on Forestry Commission Scotland land, including use of ATVs;
4. The area/s over which the rights are granted. Agreed and marked on an OS map attached to the permission. Agreed access gates and entry routes are also marked;
5. Duration of the permission;
6. The charge & service provided:

The Permit Holder will pay to the Forestry Commission the sum of £60 + VAT for the permission plus £10 per additional permit holder (e.g. per kennel).

This will enable the Forest District

- To give the Permit Holder advice and guidance on routes where conflict with other users will be minimised, through provision of maps, email/telephone consultation and a liaison meeting with the Forest District;
- To carry out internal consultation (with forestry departments such as harvesting, operations, wildlife etc) on chosen routes, possible constraints etc;
- To review the permit annually;
- To ensure the dates and times of the permission are kept on the Forest District calendar;
- To provide the Permit Holder with a list of interested parties who should be kept informed of sled dog training activities;
- To keep the Permit Holder updated as necessary with other activities/events in the forest which might impact on agreed dogsports training;
- To discuss road conditions and possible solutions to any problems with the Permit Holder (any additional repairs will incur further cost);
- To provide each permit holder with a gate key (to be returned at permit expiry), for vehicle access to agreed parts of the forest OR to agree access points which can be jointly secured by a club key;
- To provide additional information or services as necessary;

7. Conditions of the permission:

- (a) specific time/seasonal constraints agreed with FD;
- (b) The Permit Holder will be responsible for sanitation during training sessions and will dispose of all waste at Local Authority or other approved waste disposal points;
- (c) The Permit Holder will be responsible for ensuring that vehicles are parked in an orderly way, that parking fees/season tickets are paid if required and that they do not obstruct the passage of other vehicles over forest or public roads;
- (d) The Permit Holder will pay compensation or make good to the Forest District Manager's satisfaction all damage to Forestry Commission property caused by the exercise of this permission. The Permit Holder will clear all equipment and litter brought onto Forestry Commission Scotland land by the Permit Holder and other session participants and/or spectators, to the satisfaction of the Forest District Manager;
- (e) The Permit Holder will be expected to take an active part in the sessions and will be entirely responsible for discipline, safety and overall control of participants;
- (g) The Permit Holder will ensure that no motor vehicles owned by the Permit Holder, his representatives, participants and spectators may enter Forestry Commission Scotland land unless with the prior written authority of the Forest District Manager who will specify to the Permit Holder which access routes or areas may be used. Any motor vehicles authorised under this condition must not exceed a speed limit of 15 miles per hour.
 - (g.1) ATVs are allowed under this permission for the sole purpose of training sled dogs and therefore are permitted only to be used when attached to a team of dogs, unless being used as a recovery vehicle after dogsports accident in the forest (see also paragraph k);
- (h) The Permit Holder will ensure that the route(s) are safe and suitable for the sessions and that the participants are properly equipped for the conditions. In particular, the Permit Holder will also ensure that all equipment is suitable for the purpose and in good condition;
 - (i) The Permit Holder will ensure that adequate and proper arrangements are made to the satisfaction of the Forest District Manager to protect the safety of participants, spectators and all others likely to be within the vicinity of a session;
- (j) The Permit Holder will be responsible for the provision of adequate first aid facilities;
- (k) The Permit Holder will advise the Commission within 24 hours of the end of the session of any accident to a participant, member of the public, or third party which arises as a result of the exercise of this permission;
- (l) As a part of accessing the land responsibly, the Permit Holder should make contact with all persons/organisations having an interest in the land, who are likely to be affected by a training session. The Commission will give the Permit Holder the names and addresses of those persons (e.g. tenants, businesses) likely to be affected.



- (l.1) The Permit Holder must agree with the Commission where and how to notify members of the public (e.g. temporary signage) of the training session, as part of respecting the interests and activities of other people who may be accessing the forest;
- (m) The Forest District Manager will ensure that agreed training sessions are included in the Forest District calendar and that all holders of a contract to provide services to, or purchase goods from, the Commission on the land affected by this agreement are notified of the agreement, and the approved route or area to be used, and will require them to notify any sub-contractors and their employees.
- (m.1) Where forest operations are planned for an area outlined in point 3, the Forest District and Permit Holder will endeavour to agree an alternative site within the District or in a neighbouring District, to minimise disruption;
- (n) The Forest District Manager will ensure that all forest district staff are notified of the agreement, the approved route/area to be used and time constraints set;
- (o) The Permit Holder will ensure that all participants act responsibly (see guidance in the Scottish Outdoor Access Code). In particular the Permit Holder will ensure:
- The interests of other users are respected
 - all gates are left in the position as found
 - reasonable care is taken to prevent disturbance to wild fauna and flora and to agricultural livestock
 - compliance with any instructions issued by the Forest District Manager or his/her authorised representative;
- (p) The Commission reserves the right to revoke this agreement at any time if the Permit Holder breaches any of its conditions, or if in the opinion of the Commission there are exceptional circumstances which warrant it;
- (q) This permission allows the holder to exercise dogs attached to an ATV/ Quad Bike subject to the following conditions:
- The vehicle is in a satisfactory working condition
 - The driver can demonstrate that they are competent to operate the vehicle (e.g. by holding a LANTRA/NPTC competency certificate)
 - That they have sufficient third party public liability insurance for any accidents of claims (£5 million)
 - That they have satisfied themselves that the routes they are using are safe and suitable for use of an ATV or Quad Bike.

8. Signatures of Forest District Manager and permission holder.