

GROUP CERTIFICATION : FOREST MANAGEMENT MANUAL

Produced for DAFM Pilot Project to facilitate Group Certification of private forests in Ireland

Disclaimer: All templates and documents developed for this project were designed for use with the Irish certification standards, legislation and regulations valid at the time of the project. The templates featured in this Forest Management Manual may require updating to ensure compliance with changes to international standards, European and Irish legislation and regulations that came into effect after this project was completed. No liability will be accepted by DAFM or the project partners for the supply or use of these templates and documents. Forest owners are advised to get independent advice in relation to forest certification.

Funded by:



Version 1.0

May 2018

Forest Management Manual Templates

Name	Reference	Document type	To be completed
Illegal/Unauthorised Activity Policy	Tem.1.5a V1-0	Word	Only if >200ha
Record of Illegal/Unauthorised Activity	Tem.1.5b V1-0	Word	As applicable
Legal Ownership/Third Party Rights	Tem.2.1 V1-0	Word	YES or in MP
Third Party Rights Granted Notification Letter	Tem.4.1 V1-0	Word	As applicable
Operational Monitoring Checklist	Tem.4.2a V1-0	Word	YES
Emergency/Contingency Planning	Tem.4.2b V1-0	Word	YES
Training (Competency) and Insurance Record	Tem.4.2c V1-0	Excel	YES
Accident and Incident Reporting Record	Tem.4.2d V1-0	Word	As applicable
Lone Working Emergency Plan	Tem.4.2e V1-0	Word	As applicable
Annual FMU Budget	Tem.5.1 V1-0	Excel	YES
Tree Sales Agreement [ITGA]	Tem.5.3 V1-1	Word	YES
Environmental Impact Assessment	Tem.6.1 V1-0	Word	YES
Third Party Rights Held Notification Letter	Tem.6.2 V1-0	Word	As applicable
Integrated Pest Management Strategy	Tem.6.6a V1-1	Word	YES or in MP
Pesticide Use Record	Tem.6.6b V1-0	Excel	As applicable
Waste Disposal Policy	Tem.6.7 V1-0	Word	If appl. Records to be kept
Forest Management Plan	Tem.7.1a V1-0	Word	YES
Forest Inventory and Work Plan	Tem.7.1b V1-0	Excel	YES app. To MP
Forest Management Plan – Completion Notes	Tem.7.1c V1-0	Word	No
FMP – Summary Plan	Tem.7.1d V1-0	Word	YES
Work Planning Checklist	Tem.7.3 V1-1	Word	YES
Forest Operations Contract	Tem.8.1c V1-0	Word	YES

Illegal/unauthorised Activity Policy

This policy is a required for large forests of 200ha or greater.

Type of activity	Method of identification	Risk mitigation
<i>e.g. Poaching, unauthorised harvesting of NTFP's, motor cycling, off-road driving,</i>	<i>e.g. remote surveillance, third party notification, visual inspection</i>	<i>e.g. challenging users, erecting barriers, installation of surveillance systems, contact with local groups/authorities</i>

Consultation / training with Owner / Manager and staff

Name	Date	Topics/training covered

Record of Site Visits

Date	Present	Purpose of site visit

Record of illegal or unauthorised activity

FMU Name:			
Type of activity:		Date found notified:	
		Found/notified by whom:	
Description of activity/events:			
Communication with relevant third parties/notification of relevant authority(s):			
Actions taken to resolve issues:			
Preventative measure(s) put in place to prevent reoccurrence:			
Assessment of Effectiveness of preventative measures:			
Date resolved:		Name / resolved by:	

Follow up action / monitoring required

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Legal Ownership / Third Party Rights

FMU Name:		Folio/Title Deeds No:	
Legal ownership can be demonstrated by:			
Solicitors Letter Letter Reference: Date:			
Third Party Rights [rights of way, tenure, use rights, permissions]:			
Description:			
Supporting documentation:			
Copies of agreements or rights Map of FMU boundary – Map of Third party Rights -			
Date resolved:		Name / resolved by:	

Signed:	
Name:	
Title:	
Date:	

To whom it may concern (letter to be completed where use rights have been granted as applicable for particular set of circumstances)

As the forest owner/forest manager, and in accordance with the permitted access agreement [ref to applicable document] we hereby inform you that the permitted access and use rights bestowed must follow and comply with certification requirements as specified below:

Description of Activity:

Specific Actions that must be followed/confirmed:

Supported by the following documents which must be submitted:

e.g. Risk Assessments, Method Statements, Public Liability Insurance Documents, Certificates of competence.

Yours

Forest Operations Monitoring:

[work type, e.g. roading, harvesting, site preparation]

FMU name/Cpt:

Work period:

Designated Works Manager:**Worker training/competency/insurance:**

Recorded on Tem4.2c Training (Competency) and Insurance Record

Workers present on site

Name	Operation	Competency Cert	Date	Insurance Pol./Validity

	Y/N	Comments/Instructions given further action
Health & Safety.		
MAPs – hazards, constraints supplied to workers		
Emergency/contingency - plans are available on site held by workforce e.g Tem.4.2b		
Safe working practices, following health and safety guidelines appear to be carried out		
RISK Assessment – site operational RA is being FULLY complied with		
Appropriate PPE worn		
1 st Aid kit(s) present on site, individual or squad, located...		
Lone Working – confirm lone working policy is complied with - arrangements		
SIGNING – Prohibition, Warning, Threshold, barriers etc. identified in site Hazard & Constraints MAP,		
Evidence that workforce are aware of Operational RA.		
Timber stacking at safe height		
Wayleaves – electricity goalposts are in place – no working near wayleaves unless according to RA		
Quality & Environment		
Work been carried out to agreed standard & time scale		
Hazards / Constraints identified are protected/considered		
Biodegradable lubricants used if specified		
Pollution – Oil Spillage kits on site		

Fuel storage [away from water courses / protected areas]		
Harvesting operations comply with all relevant guidelines		
Spraying operations comply with all relevant guidelines		
Extraction tracks <small>[assess for soil, flora damage, erosion]</small>		
Any re-instatement work required agreed with contractor		
Burning [impacts to soil and flora considered]		
Waste accumulated from forest operations is disposed off responsibly/none on site		
Watercourses [crossing points/culverts].		
Roads/tracks are in good condition, water run off, erosion?		
Archaeology – sites are demarcated and protected from possible damage		
Protected, Rare or Threatened spp/ EPS – locations/sites are demarcated and protected from possible damage		
Deadwood – is being maintained/retained		
Machinery /tools – is in serviceable condition. Visual signs/Maintenance reports		
OTHER:		
FOLLOW UP ACTIONS AGREED:		
Signed Worker/Contractor:		Dated:
Signed Manager:		Dated:

EMERGENCY PROCEDURES / contingency planning- CONTACT DETAILS**FMU name/Cpt:**

1. Location name:	
2. Grid Reference & GEO coordinates of Site Access:	
3. Designated meeting place (useful in remote areas to guide the emergency services to the worksite):	
4. Site location name:	
5. Nearest access point:	
6. Street name/district:	
7. Type of access (public road/light vehicles, four-wheel drive):	
8. Suitable helicopter landing area:	
9. Phone number of nearest doctor:	
10. Location of nearest Accident and Emergency hospital: Phone number:	
11. Site safety coordinator/works manager contact details: Radio call sign Phone number: Mobile number:	
12. Your own contact number: Mobile number:	
13. On Site Operative Name Contact No:	
14. Utilities contact (Electricity/Gas/Water etc.):	
15. Lone working procedure:	
16. First Aid Kit location:	
17. Fire Extinguisher Location:	
18. Spill Kit Location:	
19. Machinery to be used:	
20. On-site hours:	
21. Communication System:	
22. Emergency plan [Provide description]:	
23. Other:	

Completed by:**Dated:**

Name	e.g Chainsaw Units Cert. date	e.g. Forest Machine Operator - units cert. date	e.g. 1st Aid - ATV - cert.. Date cert. date	Chemical - cert date	PLI - Policy No.	Annual Exp date	ELI - Policy No.	Annual Exp date	Shoot LI Policy No.	Annual Exp date
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Name	Shooting tenancy	Renewal date	Shooting Permit	Renewal Date	Stalking Qual	PLI policy	Annual Exp date	EL policy	Annual Exp date
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Accident/Incident Reporting Record (*Records to be kept for 10 years from date of accident*)

FMU Name:		Accident/incident: DATE:	
Address:		TIME:	
Precise location: [attach a map]			
Names and address of any witnesses:			
What Happened?			
Details of Injuries:			
Reasons given for cause:			
Name/contact details of any injured party:			
Health & Safety Procedures at the time of the incident: a) Was there an adequate Risk Assessment if appropriate covering the activity? b) Was the work site environment safe for the activity to be performed? c) Was PPE provided and being worn? d) Were there work instructions/guidelines for the activity being performed			
Details of any follow up actions			

Person completing form

Name:		Date:	
Role/Position:			

- Fatal accidents must be reported immediately to the HSA www.hsa.ie or Gardai. Subsequently, the formal report should be submitted to the Authority within five working days of the death.
- Non-fatal accidents or dangerous occurrences should be reported to the HSA within ten working days of the event.
- Injuries to any employee as a result of an accident while at work where the injury results in the employee being unable to carry out their normal work duties for more than three consecutive days, excluding the day of the accident, must be reported to the HSA.

Lone Working Emergency Plan

This plan applies to all employees and contractors on the worksite who are 'lone' working.

A lone worker is defined as one who performs an activity that is carried out in isolation from other workers without close or direct supervision.

CONTROL MEASURES TO MINIMISE RISK:

LONE WORKERS MUST

1. Hold a copy of the site/hazard map and remain within pre-determined work area.
2. At all times, hold a copy of the Lone Working Emergency Plan.
3. Before visiting site, ensure that contact person at home/office is nominated and procedures are agreed, recorded below and followed. A copy of this to be held by the nominated person and carried by the lone worker.
4. Be physically fit and of sound mind.
5. Ensure there is no consumption of alcohol or drugs, other than prescribed by a medical practitioner, before or during attendance on site.
6. Ensure that equipment to be carried should include: mobile phone (fully charged), first aid kit, waterproof clothing, torch, whistle and a watch.
7. Ensure on sites where there is poor mobile phone reception that every effort must be made to avoid lone working. If this is absolutely necessary the worker must drive to the nearest point with reception in order to follow the above procedure. If there is no mobile phone reception, a suitable device such as a satellite based safety tracking shall be obtained.
8. Wear appropriate safety clothing at all times including stout footwear and hi-vis jacket/waistcoat.
9. Ensure vehicles are parked in a visible and easily located pre-determined position.
10. Ensure that use of machinery will only be permitted by prior agreement with site manager and on submission of a separate RA specific to the operation and taking particular account of associated risks.
11. Adhere to HSA/FISA Guidelines for Lone Working.
12. Only approach other workers after making sure of their awareness of your presence and follow their instructions or adopt appropriate generic risk assessment procedures as instructed.

Site name: Attach map showing site boundary, work area boundary,

Grid reference: Access points, location of lone workers parked vehicle.

Vehicle registration: Make: Model: Colour:

Lone worker name: mobile: office/home:

Nominated contact: mobile: office/home:

Nearest A&E hospital: Telephone:

Local Police/Other emergency services: Telephone:

List dates on site:

ETA on site:

ETD from site:

Work type:

Agreed phone in times

Workers engaged in lone working must notify the nominated contact person confirming their name, worksite location and mobile phone number, or details of other communication device arrangements;

- *On arrival on site and before commencing work;*
- *Every <<ENTER AGREED HOURLY FREQUENCY>> hours thereafter;*
- *On departure from the worksite;*

Action to be taken if contact is not established at above times

Keep a written record of timings of all communications, names of individuals and agreed course of action;

IMMEDIATE: Attempt to phone lone worker and establish contact.

30 MINUTES (1): Contact lone workers office/home to establish whether there has been any contact.

30 MINUTES (2): Contact site manager to see if there has been any contact. If not agree to commence emergency procedures. If site manager unobtainable, commence emergency procedures.

30 MINUTES (3): Contact emergency services (Police) and provide all relevant information from above.

SUBSEQUENT CONTACT: If lone worker subsequently calls in, ensure that all contacts made above are notified and stood down.

LONE WORKER ACTION: In the event of call out arising from false alarm, an incident report must be submitted to site manager within 24 hours.

Annual Budget for Year YYYY

FMU Name:

Projected Income:	Amount (€)
Grants [itemise different categories if applicable]	
Timber sales	
Sale of Non-forest products	
Hunting Rights	
Other:	
Total Projected Income for Year	0
Projected Expenditure:	Amount (€)
Professional Fees/Consultancy Fees	
Insurances	
Forest Operations Planned for Forthcoming Year - itemise each operation	
Materials (plants/fencing/chemicals) - itemise what is required for planned operations	
Additional conservation management - if required [provide description]	
Membership fee of growers organisation/certification fees	
Other:	
Total Projected Expenditure for Year	0
Projected Profit/Loss for year	0

April 2014

Template Master Tree Sales Agreement

Produced by the Irish Timber Growers Association



A project undertaken by the Irish Timber Growers Association to facilitate and encourage the management of woodlands by providing a template Master Tree Sales Agreement for use by growers in standing timber sales

Funded by the Forest Service of the Department of Agriculture, Food and the Marine

IRISH TIMBER
GROWERS
ASSOCIATION



www.itga.ie



Department of
**Agriculture,
Food and the Marine**

An Roinn
**Talmhaíochta,
Bia agus Mara**

Important Information and Disclaimer

This document has been prepared and made available solely for informational purposes and while every effort has been made in developing and drafting this Template Master Tree Sales Agreement to ensure it covers the main issues involved in standing roundwood sales, the Irish Timber Growers Association or the Department of Agriculture, Food and the Marine make no representation or warranty, express or implied, with respect to the completeness, accuracy or utility of this document.

Any use or reliance on this Agreement, or information, schedules or terms and conditions contained herein is employed at the sole risk of the user, and the Irish Timber Growers Association and the Department of Agriculture, Food and the Marine shall not be liable or responsible in regard to any defects or omissions in this Template Master Tree Sales Agreement and will bear no liability for any losses, damages, costs or expenses suffered by any person or entity as a result of any reliance on the Agreement.

The Irish Timber Growers Association and the Department of Agriculture, Food and the Marine advise all potential users of this Agreement of the necessity to take independent forestry, financial, insurance and legal advice to ensure that this Agreement is amended to meet the specific requirements of their particular forest and timber sale.

Summary

The objective of this project was to develop a template Master Tree Sales Agreement in which private forest owners could have confidence and that would act to encourage private growers to market thinnings and fellings so as to increase wood mobility in the sector.

The Irish Timber Growers Association worked in consultation with the Forest Service of the Department of Agriculture, Food and the Marine, the Health and Safety Authority, Teagasc, timber growers, timber buyers and the wider industry and relevant stakeholders in the development of this template Master Tree Sales Agreement. This consultation process ensured public and private sector participation, input and involvement in the various stages of the project.

Template Master Tree Sales Agreement
produced by the Irish Timber Growers Association
Terms and Conditions
Version 1.1 dated 01/04/2014

1. Definitions

In this Agreement the following expressions will have the following meanings unless otherwise indicated;

"Agent" means the person/corporate body named as such in the Fifth Schedule who is authorised by the Vendor to act on their behalf on matters relating to this Agreement.

"Brash Mats" means the Lop and top material to be left on the ground on all extraction routes within the forest sale area(s) to protect against soil damage during harvesting and extraction operations.

"Commencement Date" means the date specified as such in the Fourth Schedule;

"Completion & Removal Date" means the date specified as such in the Fourth Schedule and means the date by which all site works must be completed and the date by which all trees subject to the sale and the Purchasers equipment must be removed from the Work Site(s);

"Deposit" means the amount specified as such in the Third Schedule to be paid on the signing of this Agreement and subject to the terms and conditions of this Agreement;

"Employment Legislation" means and includes all EU and national legislation, regulations, codes of practice, guidelines and the like issued by statutory bodies including all Health and Safety Legislation, codes of practice, guidelines and regulations;

"Environmental Legislation" means and includes all EU and national legislation, regulations, codes of practice, guidelines and the like issued by statutory bodies;

"Extraction route" means the routes travelled by roundwood and tree extraction machinery within the forest areas in the Work Site(s);

"Felling Licence" means the relevant Licence to fell trees as detailed in the First Schedule and issued by the Minister of Agriculture, Food and the Marine.

"Force Majeure" shall mean any occurrence or circumstances or a combination thereof beyond the control of the party concerned and shall include the following: Acts of God or forces of nature, (other than windblow of trees), strikes, lockout or other industrial disturbances, acts of war, civil disturbances.

"Forest Manager" means the person/corporate body named as such in the Fifth Schedule who is authorised by the Vendor to act as Forest Manager on their behalf on matters relating to this Agreement.

"Forestry Work Manager" means the person or company appointed by the Purchaser to be in charge of all work activities taking place in and around the Work Site(s) including all compliance with the Safety, Health and Welfare at Work Act 2005 or any subsequent amendment thereof and all related and relevant legislation, codes of practice and guidelines. "Forestry Work Manager" is defined in the HSA Code of Practice for Managing Safety and Health in Forestry Operations.

"HSA Code of Practice" means the Health and Safety Authority's (HSA) Code of Practice for Managing Safety and Health in Forestry Operations.

"Instalment" means an amount equivalent to the estimated total value of the sale divided by the number of instalments (plus VAT where applicable);

"Instalment Dates" means those dates specified in the Third Schedule when the various instalment payments fall due;

"Location Map(s)" means the map(s) attached as part of the Second Schedule which shall indicate the location of the Work Site(s);

"Lop and top" means the branches and tops of the Sale Trees;

"Lop and top biomass" means the biomass contained in the branches and tops of the Sale Trees;

"Price" means the price as specified in the Third Schedule;

"Road Haulage of Round Timber Code of Practice" means the Code of Practice document as published by the Irish Forestry and Forest Products Association (IFFPA) and the Forest Industry Transport Group (FITG), and as may be updated from time to time;

"Roundwood" means all over bark wood in the trees up to 7cm top diameter;

"Sale Map(s)" means the map or maps attached as part of the Second Schedule which shall show the area containing the Sale Trees;

"Sale Trees" means the trees described for sale in the First Schedule to this Agreement.

"Schedule(s)" means the schedule(s) annexed to this Agreement;

"Site Works" means all works relating to the harvesting, forwarding, transport or movement of roundwood or trees on site;

"Specified Access Routes" means the roads and pathways which may be used by the Purchaser in accordance with this Agreement and marked as such in blue on the Sale Map(s);

"Stacking Sites" means the sites neighbouring Specified Access Routes which are located within the Work Site(s) as shown in the Sale Map(s) on which the Sale Trees will be stacked;

"Standing Trees" means the trees on the Work Site(s) as described in the First and Second Schedules to this Agreement.

"Watercourse" means a channel, either natural or artificial, through which water flows.

"Work Site(s)" means those areas of land shown outlined in red on the Sale Map(s) including any Specified Access Routes;

"Working Day" means any day on which the clearing banks are open for business;

2. Sale

2.1 The Vendor agrees to sell and the Purchaser agrees to purchase the Sale Trees specified in the First Schedule hereto situated on the lands specified in the Second Schedule hereto on the terms and conditions specified hereunder and in the attached Schedules hereto.

3. Warranties

3.1 The Vendor hereby warrants the following:

- That (s)he is the full owner of the Sale Trees and is the owner of, or has full access rights to, the Work Sites and Specified Access Routes outlined in the First and Second Schedules hereto, and

- That no other party has any claim to the Sale Trees or any part thereof and there are no other encumbrances or hindrances on the Sale Trees or Specified Access Routes.

3.2 The Sale Trees are believed to be correctly described as outlined in the First Schedule. However, no warranty is given as to the description, quantity or quality of the trees or their suitability for any particular purpose. The Vendor or his agent shall not be liable for any errors of description, excess, deficiency, or inaccuracy in the number, quantity or quality of the trees, any measurement or marking, or for any disease, infestation, or other defect which may be present in the trees. Where the price has been calculated by reference to measurement by volume of Standing Trees, the Purchaser shall be deemed to have satisfied himself as to the accuracy of the estimated measurements.

3.3 The Felling Licence as detailed in the First Schedule includes the Sale Trees and no notice or amendment, subsequent to the issuing of this Licence has been served in relation to the Sale Trees.

4. Payment

4.1 The Price to be paid for the Sale Trees and the manner in which these trees are paid for shall be as specified in the Third Schedule of this Agreement.

4.2 On signing of this Agreement, the Deposit as detailed in the Third Schedule will be payable to the Vendor from the Purchaser.

4.3 The weight of the Sale Trees purchased under this Agreement shall be its weight over a certified weighbridge agreed with the Vendor. The Purchaser shall bear the expense of the weighing of each load.

4.4 No tree shall be removed until it has been paid for in accordance with the Third Schedule. Where payment of the purchase price is by way of deposit and instalments, each payment shall be deemed to be payment for only the proportion of or particular trees as provided in the Third Schedule.

4.5 The Purchaser shall take all possible precautions to prevent the felling of any tree not agreed to be sold under this Agreement. Should any such tree not agreed to be sold be cut down, the Purchaser shall pay to the Vendor as liquidated or assessed damages on demand treble the value thereof or other damages or costs as may be reasonably assessed by the Vendor.

4.6 All roundwood is to be removed from the Work Site(s) within 15 Working days of felling and all over bark roundwood up to 7cm top diameter shall be removed and paid for at the price per tonne as specified in the Third schedule. To reflect the movement in the volume/weight ratio and reduction in weight where roundwood is not removed and weighted within this 15 day period, it is hereby agreed that the price per tonne as detailed in the Third schedule will be increased by 3% for that roundwood for every additional 7 days or part thereof over the 15 days the roundwood remains on site.

5. Right of Access

5.1 For the purposes of this Agreement and subject to all relevant Clauses or as otherwise provided in this Agreement, the Vendor shall permit the Purchaser access to and exit from the Work Site(s) using the Specified Access Routes to harvest and extract the Sale Trees in accordance with this Agreement.

5.2 The Purchaser will have access to the Work Site(s) for the period of this Agreement only and will not at any time take possession or occupation nor acquire any rights over the Work Site(s).

5.3 The Purchaser shall not remove any roundwood, trees, poles, or other growth except by the Specified Access Routes provided that if in the reasonable opinion of the Vendor or his/her forest manager due to adverse weather conditions or otherwise the extraction of roundwood might cause damage to the Work Site(s), the Purchaser may be called upon to cease extraction for so long as the Vendor or his/her forest manager shall think necessary. In such event the Completion and Removal Date shall be extended for a period equivalent to the period for which the Purchaser shall have been called on to cease extraction.

5.4 All paths, tracks or Specified Access Routes shall be used in common with all others having the like right. Any obstruction due to vehicles, lorries, trees or roundwood, shall be removed forthwith when any such other person wishes to pass. The Purchaser shall not be liable for unavoidable damage due to fair wear and tear and the Purchaser agrees to use or allow the use of only lorries and trailers suitable for such paths and routes and in a suitable and proper manner. The Purchaser also agrees to indemnify the Vendor against all loss or damage to the said paths or Specified Access Routes arising from a breach of this Agreement.

5.5 In the event that all or part of the Specified Access Routes require maintenance or repairs, the Vendor shall be entitled, after consultation with the Purchaser, except for in the case of an emergency, to close all or part of the Specified Access Routes while the work is carried out.

5.6 The Purchaser shall ensure that the Purchaser, his employees, agents, contractors, sub-contractors, and employees of any of them at all times will comply with all applicable road safety legislation and relevant codes of practice including the Road Haulage of Round Timber Code of Practice for all haulage operations relating to this sale and whilst accessing and exiting from the Work Site(s) and whilst using any Specified Access Routes.

5.7 The Purchaser must request the Vendor's consent in writing prior to the construction or use of any additional Access Routes or Stacking Sites which have not already been noted in this Agreement, and the Vendor's consent shall not be unreasonably withheld. Any such additional Access Routes or Stacking Sites will then form part of the Work Site(s) for the purposes of this Agreement.

6. Felling, Harvesting & Removal

6.1 All trees included in the sale without exception shall be felled as close to the ground as practicable and in a safe, proper and workmanlike manner. The Purchaser shall take particular care not to cause or allow damage to perimeter fences, walls, banks which bound the felling area or cause damage to any electricity transmission power lines or telephone lines within or bounding the felling area and all trees shall be felled so that they fall inwards unless otherwise agreed. The Purchaser shall keep all watercourses, drains, ridelines and roadways clear of roundwood and Lop and top during and after harvesting and extraction operations.

6.2 The Purchaser shall remove all roundwood measuring seven centimetres and greater top diameter and any other products subject to this Sale Agreement and the Purchaser's extraction equipment and belongings and shall leave the site(s) used by the Purchaser clear and tidy to the satisfaction of the Vendor or his/her forest manager and complete his other obligations hereunder before the Completion & Removal Date specified in the Fourth Schedule. All Lop and top shall remain the property of the Vendor unless otherwise agreed in this Agreement and detailed in the Third Schedule.

6.3 The use of any machine, equipment or method of working which in the reasonable opinion of the Vendor is causing, or is likely to cause, avoidable damage to Standing Trees, any road, path, track or drain, or to other property, must be stopped on request from the Vendor.

6.4 In the event of prolonged adverse weather conditions during harvesting operations which are likely to cause or lead to ground damage to the Work Site(s), the Purchaser may be called upon to cease harvesting and/or extraction for so long as the Vendor or his/her forest manager shall think necessary. In such event the Completion and Removal Date shall be extended for a period equivalent to the period for which the Purchaser shall have been called on to cease harvesting and/or extraction.

6.5 The Purchaser shall create and maintain fresh brash mats employing Lop and top according to good forest practice over all extraction routes within the Work Site(s) to minimise ground damage, erosion and sedimentation.

6.6 The Vendor reserves the right to be in attendance or represented at the weighbridge during the weighing of any loads relating to this sale and to have access to these weight details at this time.

6.7 The Purchaser shall give the Vendor notice of the date and time when any of the Sale Trees are to be removed by the Purchaser in accordance with the most up to date version of the ITGA Timber Sales Dispatch System (for details of system see www.itga.ie) in respect of each and every load as summarised below;

The Purchaser shall notify the Vendor by text message to a designated mobile phone number at least one hour before each and every entry onto the Work Site to collect Sale trees as outlined in the ITGA Timber Sales Dispatch

Procedure. There shall be no entry onto the Work Site(s) for the purpose of removing the Sale Trees without following this procedure. A completed Forest Docket must first be placed in a designated docket box prior to loading of the Sale Trees. Unless otherwise agreed with the Vendor, entry to the Work Site shall only be permitted between 7am and 6pm Monday to Friday. All Forest Dockets shall be specific to this sale and pre-agreed between the parties.

6.8 The weight tickets/dockets with corresponding copies of the Forest docket attached shall be forwarded from the Purchaser to the Vendor on a weekly basis to be received by the Vendor no later than the following Friday for all loads removed in the previous week.

6.9 Where in respect of any load removed, the Vendor does not receive the ticket/docket within the specified period, then in such an event the Vendor reserves the right to estimate the weight of the load and this estimate shall be regarded as the weight in respect of that load.

6.10 Unless otherwise agreed with the Vendor, the Purchaser will not be permitted to use chainsaws or any other machinery on the Work Site(s) outside the hours between 7am to 8 pm due to potential disturbances to the local community.

7. Indemnity & Insurance

7.1 Without prejudice to any other rights of the Vendor, the Purchaser shall indemnify the Vendor against any destruction or damage caused by the negligence, breach of duty, including statutory duty of the Purchaser or the Purchaser's employees, agents, contractors, sub-contractors, or the employees of any of them and shall reimburse or make good the same to the satisfaction of the Vendor within 10 working days of its occurrence or otherwise by agreement.

7.2 The Purchaser shall be responsible for the repair and reinstatement of all property, drains, watercourses, walls, fences, gates, barriers, electricity power lines, cables, pipelines, water pipes and telephone lines that may have been damaged or removed in felling or extraction and all such associated costs.

7.3 The Purchaser shall be responsible for any damage or interference caused to any public road system in connection with the movement of roundwood or trees from this sale. The Purchaser shall indemnify the Vendor against any such damage or interference caused by the Purchaser or the Purchaser's employees, agents, contractors, sub-contractors, or the employees of any of them and shall reimburse the Vendor for any costs or fines caused or arising from such damage or interference.

7.4 The Vendor shall be under no liability for any damage or injury suffered by the Purchaser, his employees, contractors, sub-contractors, licensees, agents or the general public by reason of the felling of trees, harvesting, extraction or removal of roundwood, or otherwise relating to this Agreement, howsoever caused or arising. The

Purchaser herewith indemnifies the Vendor, his successors, employees, contractors, sub-contractors, agents, managers and assigns against all such actions, claims, demands and costs in respect of any losses, injuries, accidents and damages for the duration of this Agreement.

7.5 The Purchaser shall fully insure for the above liabilities and retain such insurance cover for the duration of the sale. The Purchaser, his contractors, sub-contractors, licensees, or agents shall hold Public Liability insurance cover for a minimum sum insured of €2,600,000 (2.6 million euro) and Employers Liability insurance for a minimum sum insured of €13,000,000 (thirteen million euro). All relevant insurance documentation shall be supplied by the Purchaser to the Vendor and these insurances must be satisfactory to the Vendors insurance Agent prior to the commencement of felling/harvesting. Where renewal of relevant insurances is required during the term of this Agreement the Purchaser shall provide prior confirmation of such renewal.

7.6 The Purchaser shall not do or allow to be done or to be omitted on the Work Site(s) anything that may render the insurance policy or policies effected in compliance with the above void or voidable.

8. Compliance

8.1 No unsanctioned, illegal or pollutant discharges are to be made as a result of the Purchaser's operations on the Work site(s) or to any drains, controlled waters or other watercourses. All machinery operating on the Work Site(s) shall have an oil spillage kit of a recognised industry standard. Storage of urea, fuels, hydraulic fluids and all machinery lubricants and similar fluids and materials must be a safe distance from all drains, streams, watercourses and bodies of water and outside all buffer zones as defined in the Forest Service Forestry and Water Quality Guidelines. Refuelling and all repairs or maintenance of machinery must be undertaken outside all such buffer zones and a safe distance from all drains, streams, watercourses and bodies of water. The Purchaser shall have an emergency pollution control plan available on site at all times.

8.2 The Purchaser shall adhere to all Forest Service Harvesting and Environmental Guidelines and all relevant Forest Service Guidelines and in particular the Forestry and Water Quality Guidelines and Felling Licence terms and conditions relating to felling and harvesting and the Code of Best Forest Practice for Ireland.

8.3 The Purchaser shall ensure at all times to comply in his responsibilities under this Agreement in relation to the Vendor's duties and responsibilities under the Forestry Act 1946 and any subsequent Acts and legislation relating to Forestry and associated activities, including any related statutory instruments and in particular without limitation the Vendor's duty in respect of all Environmental and Employment legislation, regulations, codes of practice and guidelines.

8.4 The Purchaser agrees to comply and undertakes to ensure the compliance of its employees, agents, contractors, sub-contractors, and the employees of any of them at all times with the obligations, terms and conditions of this Agreement.

9. General Conditions

9.1 The Purchaser at his own expense shall supply and paint all stumps with a 20% solution of Urea (i.e. 1kg of Urea to 5 Litres of water) with added dye immediately after the felling of each tree, unless the stumps are located in areas where Urea is not to be applied as outlined in Forest Service Guidelines or in the Felling Licence Terms and Conditions. Subject to the above, where Urea and dye mixture is not immediately applied on felling of the trees, the Purchaser must cease all felling until such time as this application can be immediately and properly undertaken.

9.2 The Vendor or his Agent shall have the right at all times to visit and inspect the Work Site(s) to ensure that operations are being carried out by the Purchaser, its employees, agents, contractors, sub-contractors, and the employees of any of them in compliance with the provisions of this Agreement.

9.3 The Purchaser shall not light any fires on any of the Work Site(s) or any part of the Vendors lands.

9.4 Prior written permission from the Vendor must be provided before any animal is taken onto the Work Site(s), Specified Access Routes or the Vendors lands. Any animals employed to extract roundwood or taken on to the Vendor's Land with the Vendor's prior permission shall at all times remain the responsibility of the Purchaser and shall be kept under control at all times so as to prevent any injury to any person, property or the environment.

9.5 No mobile camping facilities, such as caravans, mobile homes, campervans or equivalent vehicle or tent(s) shall be taken on to the Work Site(s) or any other part of the Vendor's Land without the Vendor's prior written approval.

9.6 The Purchaser shall not offer or provide any reward, remuneration, emolument, compensation, inducement or incentive whatsoever to any person in the employment of or contracted to the Vendor.

10. Risk

10.1 The trees shall, as to any damage from whatever cause arising after the date of this Agreement, be at the sole risk of the Purchaser and no claim shall be made against the Vendor for any deterioration or damage unless occasioned by the Vendor's wilful neglect or default.

11. Duration & Termination

11.1 The Commencement Date and Completion & Removal Date shall be as indicated in the Fourth Schedule hereto.

11.2 The Vendor agrees to consider the granting of an extension of time allowed for the removal of roundwood or trees if such shall become necessary and providing there are reasonable grounds for this, such as prolonged bad or unsuitable weather delaying the extraction of roundwood. Without prejudice to the generality of the foregoing, if the Purchaser has failed to avail of good and suitable weather, or is otherwise in breach of this Agreement, the extension may not be granted. In any event, the granting of any such extension shall be at the sole discretion of the Vendor.

11.3 This Agreement shall expire on the Completion & Removal Date without the Vendor being required to give notice. The Vendor shall be entitled to terminate this Agreement forthwith at any time by notice in writing:

A) Where the Purchaser fails to pay the deposit on signing this Agreement or to make any other payment within two days of the same becoming due;

or

B) Where the Purchaser is in breach of this Agreement (otherwise than as stated in sub-clause (a) of this clause) and fails to remedy the breach within two working days of the giving by the Vendor of notice in writing requiring the Purchaser to remedy the breach or within such longer period as such notice may specify;

11.4 And in any such case as provided for in 11.3 (a) and (b) above the Vendor shall also be entitled to pursue his legal rights for damages. The expiry of this Agreement or its termination by notice under this clause shall be without prejudice to any other rights or remedies of the Vendor under this Agreement. Where the Purchaser is in breach of this Agreement and fails to remedy the breach as aforementioned, the Vendor may, instead of terminating this Agreement, remedy the breach himself provided that the Vendor shall be entitled to recover all the costs and expenses thereof.

11.5 Either party shall be entitled to immediately terminate this Agreement by written notice to the other if: -

The holder of any security takes possession or a receiver is appointed over any of the property or assets of that other party;

That other party makes any voluntary arrangement with its creditors or becomes subject to any administration order;

That other party goes into liquidation; or

That other party ceases to carry on business.

11.6 On the expiry or other termination of this Agreement the property in all trees and roundwood left on the Vendor's land or the Specified Access Routes shall belong to the Vendor and after 10 working days notice the Vendor shall have the right to retain or remove and dispose of any belongings of the Purchaser on the Vendor's land and the Purchaser shall on demand reimburse the Vendor for all costs incurred in their disposal.

12 Health & Safety

12.1 Where the Vendor is the person or company in control of the land on which the forestry work takes place the Vendor shall implement the Landowner Duties set out in the HSA's Code of Practice for Managing Safety and Health in Forestry Operations.

12.2 In particular the Vendor shall provide a list of those hazards on and around the Work Site which could give rise to safety and health risks and these shall be included by the Vendor in the Second Schedule in a Site Hazard Map where appropriate. Any hazards affecting Specified Access Routes should also be identified in the Site Hazard Map.

12.3 Where the Purchaser commissions work on a forestry site the Purchaser shall implement the Forestry Work Manager Duties set out in the HSA Code of Practice for Managing Safety and Health in Forestry Operations. The Purchaser is also responsible for assessing, in writing, any and all risks identified by the Vendor in the Site Hazard Map and/or arising on the Specified Access Routes and must satisfy himself with the load carrying capacity of all routes including any bridges and culverts on or relevant to the Work Site(s).

12.4 The Purchaser shall at all times comply with all Employment and Health and Safety Legislation and additionally the following: -

Chainsaw operators working on the Vendor's Land must be in possession of a valid Certificate of Competence issued by an approved awarding body and appropriate to the tasks being undertaken.

Harvesting, extraction and processor machine operators or other equivalent or related operators (including Cable extraction) working on the Vendors Land must possess a valid certificate confirming competence issued by an approved awarding body.

12.5 When and where necessary the Purchaser shall ensure that all necessary measures are taken to alert the public to dangerous works being undertaken in the area of the Work Site(s) so as to prevent the public from being exposed to danger emanating from any forestry or related operations. The Purchaser shall provide all necessary safety signage in the area of the Work Site(s), and ensure that all required safety signage is displayed properly and that at all times the safety signs are unobstructed and clearly visible. The Purchaser shall implement particular safety precautions when felling adjacent to or near all public roads and Rights of Way including managing traffic where necessary.

13. Environment

13.1 All Environmental and Forestry legislation, regulations, guidelines, including all Forest Service or related guidelines and Felling Licence terms and conditions affecting the conduct of the Purchaser's business must be adhered to so as to ensure that no

harm to any person, property, animal or the environment may result from the Purchaser's acts or omissions in relation to this Agreement or from the acts or omissions of his employees, agents, contractors, sub-contractors, and the employees of any of them.

14. Assignments

14.1 The Purchaser shall not assign the Purchaser's rights or liabilities relating to this Agreement without the prior written consent of the Vendor.

14.2 The Vendor reserves the right upon giving twenty four hours notice, except for in emergencies where its entitlement will have immediate effect, to object to the use by the Purchaser of any contractors or sub-contractors which the Vendor deems unsuitable to carry out the obligations in this Agreement. Having received such notice, the Purchaser shall ensure that such contractors or sub-contractors shall cease any activities and vacate the Work Site(s) and the Vendor's lands.

15. Notices

15.1 Any act or thing or notice which the Vendor is required or entitled under this Agreement to do or serve may be well and sufficiently done by the Vendor's agent and the Vendor shall have power to retrospectively ratify any such act or thing or notice served by such agent.

15.2 Any notice required to be given by either party under the terms of this Agreement will (unless as otherwise provided) be given by delivery of ordinary post, facsimile (confirmed by ordinary post) or email addressed to the party to whom it is intended at its last known place of business/residence/registered office/notified email address.

15.3 Every notice shall be deemed to have been received and given at the time of delivery and if sent by ordinary post when in the ordinary course of transmission it should have been delivered to the address to which it was sent or within 72 hours after the date of dispatch.

16. Force Majeure

16.1 If the performance or observance of either party hereto of any of its obligations under this Agreement is prevented or hindered or any failure on the part of either party to perform or observe its obligations is caused by reason of Force Majeure then such a failure shall not constitute a breach of this Agreement.

16.2 Written notice shall be given by the affected party within three working days of the event or circumstance given rise to Force Majeure. In such case and subject to 16.3 below, the liability of the party giving notice shall be suspended by reason of Force Majeure until circumstances allow for the provisions of this Agreement to be resumed. In this case the Completion & Removal Date will be extended by the length of time of such a suspension.

16.3 Where a party hereto is unable to meet its obligations under this Agreement by reason of Force Majeure for a period in excess of 20 working days then the other party shall be entitled to terminate this agreement.

17. Arbitration

17.1 Any question, difference or dispute which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the parties, shall be settled by way of negotiations between both parties within 3 working days.

17.2 Failing the above, in the event of any dispute or difference arising between the parties hereto as to the construction of this Agreement or as to their respective rights duties or obligations thereunder or as to any other matters in any way arising out of or connected with the subject matter thereof the same shall be referred to a single arbitrator. The arbitrator shall be appointed by agreement between the parties. In default of agreement within seven days of one party calling on the other party to agree as aforesaid, either party may refer the appointment to the President for the time being of the Chartered Institute of Arbitrators (Irish Branch) to make an appointment or the duly appointed deputy of the said President or any person authorised by the said President to make appointments on his behalf and such appointment shall be final. The arbitration shall be conducted in accordance with the Arbitration Act, 2010 and any statutory modification or re-enactment thereof and the decision of the arbitrator shall be final and binding in relation to matters of fact and the costs of the arbitration shall be within the arbitrator's award.

18. Miscellaneous

18.1 Any disputes between the parties in relation to simple contract debt will not be referred to an arbitrator but will be referred to the relevant Court.

18.2 Aside from where it is otherwise stated in this Agreement, all parties must provide payment for their own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

18.3 Where the context so admits or requires, in this Agreement and the Schedules hereto, words relating to the masculine gender only shall include feminine, neuter and common genders and words referencing the singular number only shall include the plural number and vice versa, and where the Purchaser comprises more than one person the covenants, conditions and agreements on the part of the Purchaser shall be deemed to be joint and several.

18.4 The provisions of the attached Schedules hereto shall form part of this Agreement. Where there is a conflict, the provisions of the Schedules shall prevail.

Template Master Tree Sales Agreement and Schedules
Produced by the Irish Timber Growers Association
Version 1.1 dated 01/04/2014

THIS AGREEMENT is made on the day ofYear.....

BETWEEN

Name: _____

Address:

e-mail address: _____

(Hereinafter called "the Vendor") of the one part and

Name: _____

Address:

e-mail address: _____

(Hereinafter called "the Purchaser") of the other part

WHEREBY IT IS AGREED and DECLARED as follows:

This agreement will be subject to the Template Master Tree Sales Agreement Terms and Conditions Version___ dated ___/___/___ as attached and the Schedules as detailed herein.

First Schedule - Description:

THE SALE TREES: The Sale Trees as shown on site and as detailed and described in the sale details dated ___/___/___ within the boundaries of the Sale Map(s) as shown outlined in red on the attached map (Appendix A).

The following products derived from the Sale Trees are excluded from this Agreement and will remain the property of the vendor:

Thinning/Harvesting specifications:
.....
.....

[e.g. Thinning by removing every 7th line of conifers with selection of poorer stems between lines. Thin to marginal thinning intensity.]

Special Conditions:
.....
.....
.....

Felling Licence Reference: _____ **Expiry Date of Licence:** ___ / ___ / ___

Attach copy of current Felling Licence for Sale Trees.

For the purposes of this Agreement the Work Site is defined as in the Second Schedule below and not by the Felling Licence map.

Second Schedule – Location and Site maps:

THE VENDOR'S LAND AND WORK SITE(S): The lands containing the Sale Trees described in the first schedule above at (Address):

.....
.....
within the boundaries as shown outlined in red on the attached Sale Map(s).

To include: A list of site hazards and sensitive areas and/or a Site Hazard and sensitivities Map(s) where appropriate.

- Includes identifying the location of hazards and sensitive areas such as: Overhead power lines, underground services, areas of steep or particularly hazardous terrain (e.g. cliff edges, etc), areas of windblown or dead trees, mine shafts, etc. Also to include environmentally or other sensitive areas identified in the Felling Licence conditions together with any exclusion zones/areas, etc. Also identifying areas of increased risk, such as routes or areas of public access, including licensed access agreements for shooting, hunting, etc. Include a copy of the Fire Plan.

Third Schedule – Price and payments

The Purchase Price

Standing Roundwood PURCHASE PRICE

Euro €..... + VAT @.....% per tonne (€..... per tonne) for all Roundwood up to 7cm top diameter.

Standing Lop and top Biomass PURCHASE PRICE

Euro €.....+ VAT @.....% per tonne (€..... per tonne) for all harvestable Lop and top – includes Roundwood below 7cm top diameter.
(**Excluding** Lop and top and brash required for brash mats)

DEPOSIT (15% of the total estimated value of the sale to be paid on signing this Agreement and subject to the terms and conditions of this Agreement)

Euro €+ VAT @% [€.....]

MANNER OF PAYMENT

Standing Roundwood

The Purchaser agrees to pay for all standing Roundwood in pre-paid instalments of **€..... + VAT @....% [€]** each. Each instalment being payment for the felling of tonnes of Roundwood at the above price(s) per tonne.

The first instalment of **€+ VAT @% [€]** will fall due immediately prior to commencing harvesting and will be deemed to be payment for the felling of tonnes of Roundwood subject to the terms and conditions of this Agreement. On the completion of felling of this tonnes of Roundwood a further instalment of **€+ VAT @% [€.....]** will fall due.

Standing Lop and top Biomass

The Purchaser agrees to pay for all Lop and top Biomass in pre-paid instalments of **€..... + VAT @.... % [€]** each. Each instalment being payment for the removal of tonnes of Lop and top Biomass at the above price(s) per tonne.

The first instalment of **€+ VAT @% [€]** will fall due immediately prior to commencing harvesting and will be deemed to be payment for the removal of tonnes of Lop and top Biomass subject to the terms and conditions of this

Agreement. On completion of the removal of this tonnes of Lop and top Biomass a further instalment of €+ VAT@ ...% [€.....] will fall due.

On satisfactory completion of the sale according to this sale Agreement, a balancing payment for any amount outstanding from one party to the other, based on the total paid to the Vendor and the total sale weight at the above price(s) per tonne, will fall due from one party to the other within 7 days of the removal of all Sale Trees from the site.

Fourth Schedule – Commencement and Duration

COMMENCEMENT DATE ___ / ___ / ___

COMPLETION & REMOVAL DATE ___ / ___ / ___

Fifth Schedule – Vendors/Purchasers representatives

Vendors Agent - Name, address and contact details;

.....NAME (IN CAPITALS)

.....ADDRESS

.....

..... Telephone number Email address

Vendors Forest Manager - Name, address and contact details;

.....NAME (IN CAPITALS)

.....ADDRESS

.....

..... Telephone number Email address

Forestry Work Manager – Appointed by Purchaser -

Name, address and contact details;

.....NAME (IN CAPITALS)

.....ADDRESS

.....

..... Telephone number Email address

Sixth Schedule – Signing of Agreement

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein WRITTEN:

SIGNED BY OR ON BEHALF
OF THE VENDOR

SIGNED BY OR ON BEHALF
OF THE PURCHASER

.....SIGNATURE

..... SIGNATURE

.....
NAME (IN CAPITALS)

.....
NAME (IN CAPITALS)

.....ADDRESS

..... ADDRESS

.....

.....

.....

.....

IN THE PRESENCE OF

IN THE PRESENCE OF

.....SIGNATURE OF WITNESS SIGNATURE OF WITNESS

.....NAME (IN CAPITALS)NAME (IN CAPITALS)

.....ADDRESS ADDRESS

.....

.....

.....

.....

ENVIRONMENTAL ASSESSMENT CHECKLIST

FMU Name:	Cmpt:	Date:
Assessment completed by :		

Forest Operation/Activity:

This checklist should be used to assist in the screening of operations for potential adverse environmental impacts.

Part I: Information about the operation and the site

FMU Name:	Cmpt:	Date:	Manager Name:
Description of the operation:			
Operation (e.g. fell & extract)?			
Species?			
Size of felling area?			
Machinery to be used on site?			
Planned timescale?			
How will lop & top be left?			
Other?			
Description of the site and habitat present:			

Part II: Assessment of risks

		YES	NO	COMMENTS
1	Harvesting & felling is potentially damaging to the environment.	Y		Potential impacts are: disturbance to wildlife; damage to ground & flora; and pollution. (See part III).
2	Does the site hold any designatory status?			
3	Are there any important species or sensitive features in the harvesting area?			<i>Irish Protected Species include: Otter, Bats, Red Squirrel, Ship Rat, Natterjack Toad a.o.*)</i>
4	Has there been a previous incident of environmental damage on this site?			
5	Is the harvesting area, or any access routes to it, near any watercourses, water bodies, or private water supplies?			
6	Are new roads / rides, loading bays, car parks or entrances to be created?			
7	Timing: is the operation to be carried out in a sensitive period for flora and fauna?			

		YES	NO	COMMENTS
8	Timing: is the operation to be carried out when ground is likely to be churned up?			
9	Any other site considerations to assess (e.g. topography, soil type, exposure, special conditions)?			

*) For full list, see https://www.npws.ie/sites/default/files/general/Listed_species_checklist_Dec12.pdf

Part III: Assessment of specific potential impacts (List and describe any potential impacts identified in Part II).

Potential Impact	Assessment of Potential Impact	Protection / Mitigation Methods	Further Assessment Required?
e.g. Harvesting & felling is potentially damaging to the environment.	Potential impacts are: disturbance to wildlife; damage to ground & flora; and pollution.	<ol style="list-style-type: none"> 1. Timing arranged to avoid disturbance to wildlife and ground damage 2. No-go areas & site restrictions marked on map, and if appropriate, marked on the ground. 3. Biodegradable oil used in chainsaws 4. Fuel / oil storage areas identified and agreed 5. Spillage kits carried 6. Follow FS Guidelines (e.g. Protection, Biodiversity, Water) 	
e.g. site preparation [ditching/mounding/roading]			

Monitoring

- Programme levels of supervision relative to the sensitivity of the operation to ensure that safeguards are attained.
- Be prepared to implement alternative practices or cease operations in order to minimise impacts.
- A post-operation check is to be carried out and any remedial actions executed expeditiously.

Planning Consent/GFL Consent

If the work you are proposing will result in changes in the existing ground level or require the importation of stone it may be necessary to seek guidance from your local planning authority as to whether consents are required unless otherwise covered under GFL consents.

CONTACT THE GROUP MANAGER IF YOU HAVE ANY QUERIES REGARDING IMPACTS, MITIGATION METHODS OR IF YOU ASSESS AN OPERATION AS REQUIRING ADDITIONAL ASSESSMENT.

REMEMBER, THE 'PRECAUTIONARY PRINCIPLE' APPLIES – IF IN DOUBT SEEK MORE INFORMATION.

To whom it may concern (letter to be completed where use rights are held for hunting or fishing)

As the forest owner/forest manager, and in accordance with your permitted use rights [ref to applicable document] we hereby inform you that we request your cooperation in following best practice to assist our management in accordance with forest certification requirements.

Specifically, we draw your attention to ensuring safeguards are maintained for rare, threatened and endangered species and their habitats (e.g., nesting and feeding areas). Conservation zones and protection areas shall be adhered to as indicated by the owner/manager.

Inappropriate hunting, fishing, trapping and collecting will not be tolerated and may be reported to the relevant authority.

Yours

Integrated Pest Management Strategy

1. Introduction

This strategy sets out how pests and diseases will be managed in Group member's woodlands. The strategy will put primary importance on prevention and encourage the use of alternative control methods where practicable. This management strategy is designed to reduce the use of chemical pesticides in line with the forest certification requirements.

2. Prevention

2.1 Monitoring Existing Woodlands

The forest monitoring plan shall include monitoring for forest invertebrate pests, tree diseases and invasive species, in order to enable early detection of these before they become established. Managers should be vigilant for any signs of ill health even if they cannot identify the agent. For any trees showing symptoms which cannot be explained specialist assistance should be obtained. The forest owner/manager shall co-operate in any national programme monitoring invasive and emergent pests and diseases as well as mammal damage.

2.2 New Woodlands and Restructure Planting

Species choice should consider the potential impact of pest and diseases known to be in the county and the likelihood of the site being affected within the rotation. Also consider the likelihood of significant threats from new diseases. Diversity of species is the main protection against current and future pests and diseases. Where Felling Licence replanting conditions allow, fallow periods between felling and replanting should be considered to minimise the use of pesticides for the control of *Hylobius abietis* (Large pine weevil). Forest owner/manager should keep up to date with the latest information on pests and diseases e.g. through DAFM/Coford Notes and Research publications. Matching species choice to site type can also reduce the need for chemical use by promoting quick establishment.

2.3 Reporting

Records shall be kept of monitoring observations, any forest pests and diseases, including those recognised as invasive, shall be reported to the relevant authorities, and action shall be taken to control these according to best national or international practice. Records of correspondence and actions taken shall be retained.

3. Reduction

3.1 Protecting Biodiversity

On designated sites or where a priority habitat or species might be affected the appropriate regulator or conservation agency must be consulted prior to chemical pesticide application.

Careful consideration must be given to the potential environmental impacts when chemical controls may affect:

- Old Woodland Sites (OWS)
- Semi- natural features within Plantations on Old Woodland Sites (POWS)
- Rare or Protected Habitats or Species
- Watercourses, ponds and lakes
- Wetland habitats
- Veteran trees
- Decaying deadwood habitat
- Any other valuable or diverse habitat or features

Where potential impact(s) on protected species are identified this shall prohibit the use of chemical pesticides.

Impacts on other identified features should be avoided altogether. If this is impractical, plans for controlling any potential impacts on any of the items listed above must be included in the Pesticide Decision Record (See Appendix 1).

3.2 Buffer Zones

Buffer zones, or setbacks, shall be maintained to the minimum criteria below:

Table 1: Water Setback Widths			
<i>(setback applies to each side of the water feature, e.g. to both banks of an aquatic zone)</i>			
Type of Water Feature	^{a)} Set back for the Aquatic zone reflects both DAFM Forestry & Water Quality Guidelines and DAFM Environmental Requirements for Afforestation ^{b)} Setbacks as per DAFM Environmental Requirements for Afforestation ^{c)} Setbacks as per DAFM Forestry & Water Quality Guidelines		
1. Aquatic Zone: [See notes ^{a)} - ^{c)}]			
Slope leading to the aquatic zone (apply as appropriate, where slope varies over the site):	Setback width ^{a)}	Setback width for peat soils & for sites within the catchment area of high status objective waterbodies ^{b)}	Buffer zone width for highly erodible soils ^{c)}
Moderate (even to 1-in-7 / 0-15%)	10 metres	20 metres	15 m
Steep (1-in-7 to 1-in-3 / 15-30%)	15 metres	25 metres	20 m
Very steep (1-in-3 / >30%)	20 metres	25 metres	25 m
2. Relevant watercourse:	5 metres	} Setbacks as per DAFM Environmental Requirements for Afforestation	
3. Hot spot:	5 metres		
4. Drinking water abstraction point:	20 metres		

Forest Service guidelines on application of chemicals near water setbacks apply.

3.3 Field Assessment

No control agent will be applied without a prior field assessment. A problem must have been identified on site or assessed as highly likely before control methods are considered. If possible, the area requiring control should be mapped and reduced to the minimum possible for effective control.

3.4 Biological Control Agents

There are a limited number of pests and diseases for which EU approved biological control agents exist, e.g. *Phlebiopsis gigantea* for the treatment of conifer stumps against certain fungi such as *Heterobasidion annosum* or *Fomes annosum*. Where these are available, managers should use these biological control agents in preference to chemical controls. Precautions to avoid accidental introduction of forest pests and diseases should be taken by acquiring biological material from trusted/certified sources.

If biological control agents are used, the forest owner/manager shall demonstrate that such use is in strict compliance with national laws and internationally accepted scientific protocols.

The forest owner/manager shall maintain comprehensive records of the use of biological control agents and make these available for the purpose of the evaluation and monitoring of their effects on both target and non-target species and habitats.

3.5 Mechanical Controls

For some situations there may be mechanical alternatives to chemical use such as mechanical flailing of bracken or cutting of Rhododendron. However there are limitations to these controls including cost and site suitability (steep slopes, access etc.). Forest owner/manager must consider these options and apply them where practical.

4. Controlled Chemical Use

4.1 Pesticide Decision Record

A Pesticide Decision Record must be completed before the use of a chemical control is authorised (see Appendix 1). Completed forms must then be kept on file for five years.

Forest owner/manager must justify the use of pesticides, biological control agents and fertilisers by demonstrating that there is no practical alternative in terms of the economic, social and environmental costs.

Pesticides, fertilisers or biological controls may be used to:

- Establish trees rapidly on fertile sites
- Control locally damaging native pests
- Control non-native pests
- Improve nutrient availability
- Control invasive vegetation

4.2 Pesticide Choice

Pesticides and biological control agents can only be used if:

- they are approved for forest use in Ireland by the Pesticide Registration & Control Division of the Department of Agriculture, Food and the Marine, AND
- they are not banned by international agreement, AND
- they are not included on the most up to date list of Highly Hazardous Chemicals (HHC) unless their use is permitted by the Group's certification scheme and Derogation has been approved (copy of HHC list and the Derogation shall be held on file by the forest owner/manager and conditions of the derogation shall be complied with).

Where there are a choice of products available, managers should select the product which best minimises the risk of adverse effects to the environment and the operator.

4.3 Training

All those employed to use pesticides must be trained to at least PA1 (Principles of Safe Pesticide Application)/PA6 (Handheld Pesticides Applicators) standard. Managers should obtain copies of the certificates of any contractor employed to carry out pesticide work before work commences.

4.4 Site Planning

Aquatic zones, relevant watercourses, hot spots and drinking water abstraction points should be identified on site and appropriate setbacks marked on site. Appropriate storage areas for chemicals should be identified and discussed with contractors. Forest Service guidelines on storage of chemicals near water setbacks apply.

Documented contingency plans should be in place in case of a spillage. Managers should ensure that contractors have the appropriate equipment to deal with a spillage. A written emergency plan should be available to operators on site.

A record shall be kept by the forest owner/manager or contractor of all spillages of chemicals, fuel and oil, the actions taken listed, and the outcomes evaluated. The evaluation shall result in the inclusion in the procedure of any recommendations for the revision of the procedure or its implementation.

Forest owner/manager should discuss with contractor when weather and/or ground conditions make the site unsuitable for application. Contractors must be made aware that they should be prepared to delay an operation if the conditions are not suitable.

4.5 Application

Contractors will be expected to follow the instructions on the pesticide product label including Personal Protective Equipment (PPE), application rates and equipment suitability.

Chemical pesticides shall be used in minimum effective quantities, and with strict observation of controls and regulations relating to use.

All equipment should be maintained in good working order.

Forest owner/manager should specify that any washings should be used as part of the programme, and ensure that contractors have suitable facilities for preparation, cleaning and maintenance such that any spillage or run off will be prevented from entering watercourses. Forest Service guidelines on cleaning of equipment near water setbacks apply.

Water for the programme should not be abstracted on site unless it is put in an intermediate container or the sprayer is fitted with a device preventing back siphoning.

Where access to the forest is provided to the public, dated notices shall be posted to inform the public of chemical pesticide use.

4.6 Waste

Contractors must be made aware of their responsibility to deal with chemical waste responsibly. All chemical containers and bags which contained fertiliser or treated trees must be disposed of as chemical waste in accordance with waste disposal regulations and EPA guidelines. Such waste items should not be stored overnight on site.

Waste should be taken in an appropriate container to a legal waste disposal site. Waste transfer notes should be obtained and retained on file.

4.7 Record Keeping

Contractors must provide the forest owner/manager with a record of the quantity of product used by each operator at the end of the job. **Tem.06a Pesticide Use Record** must be completed and retained on file.

5. Review

This strategy will be reviewed periodically to keep up to date with changes in legislation and research.

References:

DAFM Forestry and Water Quality Guidelines

http://www.agriculture.gov.ie/media/migration/forestry/publications/water_quality.pdf

DAFM Environmental Requirements for Afforestation (2016)

<http://www.agriculture.gov.ie/media/migration/forestry/grantandpremiumschemes/2016/EnvironmentalRequirementsAfforestationDecember121216.pdf>

Guidance Notes on Integrated Pest Management for Use on Irish Farms

<http://www.pcs.agriculture.gov.ie/media/pesticides/content/sud/Guidance%20Notes%20on%20Integrated%20Pest%20Management.pdf>

7 STEPS: GOOD PRACTICE GUIDE FOR EMPTY PESTICIDE CONTAINERS

http://www.pcs.agriculture.gov.ie/media/pesticides/content/sud/Good_Practice_Guide_for_empty_pesticide_containers.pdf

Guide to integrated pest, disease and weed management in certified forests and plantations, 2009

<http://www.fao.org/sustainable-forest-management/toolbox/tools/tool-detail/en/c/217965/>

Reducing Pesticide Use in Forestry (Forestry Commission, 2004)

[https://www.forestry.gov.uk/pdf/fcpg015.pdf/\\$FILE/fcpg015.pdf](https://www.forestry.gov.uk/pdf/fcpg015.pdf/$FILE/fcpg015.pdf)

List of 'highly hazardous' pesticides:

<https://ic.fsc.org/en/what-is-fsc/what-we-do/strengthening-standards/pesticides>

Appendix 1

Decision recording sheet

Completed by: Date:

Site name: Compartment name/no.:

STAGE 1: use Core decision key

What is the problem and what are the likely consequences if the problem is not addressed?

Which control option is most suitable?

<input type="checkbox"/> TAKE NO ACTION	<input type="checkbox"/> AVOID THE PROBLEM	<input type="checkbox"/> TAKE REMEDIAL ACTION
---	--	---

Continue to next step

Tick as appropriate and note reason for choice.

Which remedial action is most suitable?

<input type="checkbox"/> Non-chemical method	<input type="checkbox"/> Chemical method
--	--

Continue to Stage 2

Tick as appropriate and note reason for choice. Record why a non-chemical method is unsuitable.

STAGE 2: use Pesticide decision key

Which chemical method is most suitable?

Note reason for choice.

If no suitable pesticide can be identified, a non-chemical method may need to be reconsidered.

Archive this sheet in a safe place for future reference.

Source: Reducing Pesticide Use in Forestry (Forestry Commission, 2004)

Pesticide Use Record | Ireland

FMU Name / compartment:			Site Description/type:					Contractor's name & address:				
Reason for use:			How have you disposed of any surplus product and containers? If Yes where?					How have you disposed of any surplus product and containers? If Yes where?				
Date	Target species	Operator names(s) and PU Number	Hrs worked	Location within site e.g. cpt/sub cpt No.	Product	Active ingredient	Application rate/ha (litres or kg of product)	Net ha treated (N/A stump treatment)	Type of application (i.e. spot, band, overall, stump)	Qty of concentrate used	Method of application	Weather conditions

Chemicals, containers, liquid and solid non-organic wastes including fuel and oil shall be disposed of in an environmentally appropriate manner at authorised off-site locations.

The forest owner/manager shall ensure that a record is kept of the disposal of chemicals, containers, liquid and solid non-organic waste products including fuel and oil waste, that shall include the following:

- the name/ type of the materials
- how they are safely stored
- the quantity/volume of materials
- how they are safely transported to legal disposal sites
- the name and location of the legal disposal sites
- the date of delivery to such sites

This record shall include disposal of waste from the FMU by contractors or other third parties.

[The forest owner/manager is responsible for ensuring that contractors are aware of their responsibilities to keep records of all disposal of wastes addressed in this indicator. Where the forest owner employs his/her own workers, the responsibility is on the forest owner to maintain this record].

The waste management / disposal record shall be documented to enable ongoing verification of certification requirements.

For all operational activity the following procedure shall be adopted:

- Prepare written contracts which clearly define the contractors responsibilities in respect of waste management
- Ensure a pre-commencement meeting is held and checklist is completed – the checklist includes a check for availability of pollution control kits which should be held in each machine and at fuel storage locations
- Check suitability of pollution control kits including availability of ‘Dammit’ for repairs to fuel tanks / bowsers, and disposal sack for collecting used materials
- Check condition of machinery and equipment brought to site for the contract. Evidence of fuel or oil leaks shall be rectified before work commences
- Ensure the Emergency Plan template is completed and copy held by all machine operators
- Contractors who have received Environmental Protection training should be given preference

In the event of chemical, fuel or oil spillage these guidelines should be followed:

- Switch off and make safe all machinery
- Suspend all operational activity
- Deploy pollution control equipment at the earliest opportunity
- Call for assistance / notify the site manager
- Site manager shall take responsibility for notifying the relevant authorities if necessary
- Contaminated materials, including spill kits and affected soil, shall be collected, clearly labelled and conveyed to an authorised waste disposal facility
- Pollution control materials shall be replaced before resuming work
- Effect repairs to machines or equipment to manufacturers standards to minimise the risk of recurrence

A record shall be kept by the forest owner/manager or contractor of all spillages of chemicals, fuel and oil, the actions taken listed, and the outcomes evaluated. The evaluation shall result in the inclusion in the above Policy and Procedure of any recommendations for the revision of the procedure or its implementation.

Forest Management Plan Template

See Notes for Completion of FMP Template

Part 1: Ownership

Unique FMP ID:	To be assigned by Forest Service	
Unique FMU ID:	To be assigned by Group Manager [e.g. 17-WW-001]	
FO Number:		
Previous Affor Contract No (s):	Contract Number(s) assigned at time of Afforestation approval	
FMU Name:		
FMU Area (Ha):		
Plan Period:	20 years	
Review Date	(five years from start date)	
Owner Name:	[2.1.1]	
Owner Address:	[2.1.1]	
Owner Email:		
Owner Phone No:		
Ownership:	e.g. Owner, Part-Owner, Lease, Commonage, JMC, Partnership [2.1.1 & 7.1.3 – append copy of Folio entry and map (or title deeds must be available for inspection)]	
Ownership Constraints:	Third Party Rights – Granted or Held: YES/NO e.g. Turbary, Right of Way, None, Grazing, Hunting. [2.1.2 & 10.8.4 – all third party rights must be documented and mapped] [4.5.1 – mitigation measures to address operational impacts on third party rights must be documented here. IF YES COMPLETE Tem.2.1	
Agent:	Name and contact details	
Property Location:		
County:		
Townland:		
Nearest Town:		
6" O/S Sheet Map Number:		
GPS Entrance:	Grid Reference	Latitude/Longitude
Elevation / Aspect:		
Soil Type (s):		
Felling Licence No:		
Felling Licence Expiry Date:		

Part 2: Description of the forest

Description and Management History:

Describes the forest in terms of age, species, [10.4.1] confirm suitability of site for species, justify use of exotics and reasons if rejection of native species, [10.8.3] Include generic statement to demonstrate compliance with this indicator, [6.3.10] statement re use of indigenous genetic stock, stage of development, [7.1.4] main silvicultural system including descriptions to [7.1.5] justify harvesting techniques and equipment to be used, and to address [6.3.1, 6.3.2 & 6.3.4], timber quality, health status, any particular management problems or issues e.g. trespass or access, soil type [6.3.11] statement re minimising soil compaction/damage, [6.3.12] statement re brush management, and management history to date. [7.1.3] Include description of adjoining land, [10.9.1] confirm previous land use and P year. Some additional text and references to indicator

Landscape Design Statement:

[6.3.4, 7.1.10 & 10.2.3] Management plans shall include a landscape design plan in accordance with Forest Service Guidelines – Text in plan should include reference to any landscape designations, potential impact of forest operations on the landscape, mitigations such as phased felling, CCF, LTR. Consider proportionate to scale and intensity. In cases where detailed landscape appraisal is considered necessary this should include photographs and diagrams and possibly include as an appendix to the plan.

High Conservation Value Forests:

[Criterion 9.1, 9.2, 9.3] All forests shall be screened for HCVF as defined in certification principle 9. The assessment procedure and its results including the comments and suggestions of stakeholders in response to consultation shall be fully documented. If there are no HCVFs the screening process shall still be described here. Doc.07 Forest Data should be completed.

Features:

Describes any particular feature of the forest that will impact on future management or which will be the subject of particular attention e.g. badger set, recorded monument, watercourse. Include features which are specifically mentioned in certification standard.

Description of Feature (include cmpt/sub cmpt number)	Management Constraint	Planned activity	Mitigation Measures
[2.2.2] Historical sites of cultural, religious or archaeological importance			
[5.5.1] Riparian zones / watersheds / fisheries			

Description of Feature (include cmpt/sub cmpt number)	Management Constraint	Planned activity	Mitigation Measures
[6.1.1 / 6.2.2 / 6.3.7 / 7.1.9 / 9.3.1] Biodiversity features – list each separately: rare, threatened or endangered species and high conservation value habitats			
[6.1.2] Water catchment			
[6.2.3] Deadwood provision			
6.2.4 Designated areas within or adjoining forest boundary – list each separately			
[6.2.5] Retained hunting, fishing and collecting rights			
[6.3.5] Invasive plant species			
[6.3.6 / 6.3.9] Retained forest cover			
[6.3.8]Habitat restoration			
[6.3.14] Deer management (Detailed deer management plan to be attached as Appendix, if applicable)			
[6.4.1] Conserve existing ecosystems			
[6.4.3] Creation of additional areas for biodiversity management if required – Minimum 15% of FMU			
[10.5.2] Minimum 10% of the FMU managed to transform to SNW or Open Ground			

Description of Feature (include cmpt/sub cmpt number)	Management Constraint	Planned activity	Mitigation Measures
[6.5.2] Erosion prevention measures. Include description to address [10.6.1 & 7.1.8]			
[6.6.2] Forest pest and diseases recorded, reported and controlled			
[7.1.2]Non-timber forest products and services identified			
[Criterion 10.2] Protection, restoration and conservation of natural forests, wildlife corridors, riparian zones,			
[10.5.1] Old Woodland Sites			
Other features not listed above – separate line for each			

Integrated Pest Management Strategy:	Insert text or refer to Tem.6.6a
--------------------------------------	----------------------------------

Part 3: Long Term Vision and Management Objectives

Long Term Vision:

[5.4.1 & 7.1.1]

Management Objectives: Includes additional descriptions/references to indicators

Management Objective [7.1.1]	Description [7.1.1]	Priority [7.1.1 requirement]
	<p>Management Objectives should be S.M.A.R.T (Specific, measurable, achievable, realistic, timely). Preparation of a monitoring plan should include monitoring of achievement of management objectives.</p> <p><i>The following are examples which should be adjusted to meet owner's objectives for each forest</i></p>	
Timber	To manage the forest as a profitable commercial enterprise, enhancing productivity and growing good quality timber through appropriate silvicultural practice.	High
Certification	Adopt management practices which comply with Certification requirements	High
Water	To maintain and enhance the quality of water courses and prevent deterioration in ecological condition through compliance with <i>Forest Service Forest & Water Quality Guidelines</i> and <i>Forest Service Environmental Requirements for Afforestation (2016)</i>	High
Landscape	To maintain the appearance of the forest within the wider landscape and protect the structure of the designed landscape.	High
Biodiversity	To maintain and enhance the biodiversity value of the woodlands, particularly in respect of protected species such as	High
Other	Please specify e.g. Seed Orchard, Hunting, Recreation, Gathering of wild growing non-wood products, Recreation, Support services to forestry e.g. Education	

Part 4: Monitoring Plan Summary (See Notes)

Monitoring targets to meet certification requirements

Monitoring Target	Indicator	Method of assessment	Monitoring period	Responsibility	How will information be used?
Health and Safety	[4.2.1]				
Training / contractor qualifications	[4.2.2]				
Deadwood	[6.2.3]				
Pest Control	[6.6.1]				
Tree Health	[6.6.1 & 10.4.3]				
Chemical use	[6.6.6.5]				
Biological controls	[6.8.3]				
Exotic species	[6.9.2]				
Forest Regeneration and growth	[7.1.6 & 8.2.1.f]				
Ecosystems in conservation zones	[7.1.7]				
Biological diversity	[8.2.1.a]				
Landscape protection	[8.2.1.a]				
Economic performance/yield	[8.2.1.b & 8.2.1.e]				
Water quality	[8.2.1.c]				
Social impacts	[8.2.1.d]				
Chain of Custody	[8.3.1 & 2]				
High Conservation Value Forests	[9.4.1,2 & 3]				
Introduced plant and animal species	[10.7.3]				
Other as applicable					

Part 5: Biodiversity

Biodiversity Summary Table:

Bio-diversity Area at Start of Plan (Ha)	Biodiversity Area: Description of Biodiversity Features other than Statutory Designations (OWS/POWS/Open Ground/Hedgerows/LTR/NR, etc) at Start of Plan	Biodiversity Statutory designations [SAC, SPA, NHA etc] at Start of Plan	Bio-diversity % at Start of Plan	Bio-diversity Area at End of Plan (Ha)	Biodiversity Area Plan: Summary of changes in Biodiversity Features other than Statutory Designations to achieve increased biodiversity at End of Plan	Bio-diversity % at End of Plan
Area	Description of bio features in Compt 1		(No need for % at Compt Level)	Area	Description of how additional bio features in Compt 1 are going to be accomplished	(No need for % at Compt Level)
Area	Description of bio features in Compt 2		(No need for % at Compt Level)	Area	Description of how additional bio features in Compt 2 are going to be accomplished	(No need for % at Compt Level)
Total Area Start of Plan	Total Biodiversity Features at Start of Plan		Total % Start of Plan	Total Area End of Plan	Total Biodiversity Features at End of Plan	Total Area End of Plan

Explanatory Tables:

Compartment 1 - Start of management plan - 2017				
Site Code	Feature	Buffer (m)	Length (m)	Area (ha)
Compt 1	Compartment total			

Repeat above table for subsequent Compartments, if more than one Compartment

Compartment 1 – End of management plan - 2036				
Site Code	Feature	Buffer (m)	Length (m)	Area (ha)
Compt 1	Compartment total			

Repeat above table for subsequent Compartments, if more than one Compartment

Appendices

Appendix I Forest Inventory and Work Plan [Tem.7.1b]

Appendix II Maps [may be combined]

- **Location** – depicts ownership boundaries and nearest township
- **Current Species**
- **Future Species**
- **Compartment Map**
- **Water Catchment and Landscape** [6.1.2]
- **Habitat and Biodiversity** [6.1.1, 6.2.1, 6.3.6, 6.3.9, 6.4.1, 6.4.11, 7.1.2, 7.1.8, 9.1.1, 10.5.1, 10.7.2]. Include designations/protected areas/rare species, natural reserves/long term retentions/OWS/POWS. (Produce separate map(s) if number of layers gets too confusing. (TFC to verify indicator 10.9.1)
- **Fire Plan** [7.1.8, 10.7.2, 10.5.1]
- **Hazard and Constraints** [7.1.2e.g.: powerlines, other wayleaves, raptor nest sites, badger setts, archaeology and cultural sites, 3rd party access routes and public rights of way.
- **Proposed Felling/Thinning/Harvesting** areas, routes [7.1.5, 10.2.1,
- **Erosion control** [where applicable 6.5.2]

Appendix III Legal Ownership/Third Party Rights [Tem.2.1]

Appendix IV Integrated Pest Management Strategy [Tem.6.6a]

Appendix V: Management Plan Summary [7.4.1]

Appendix 1: FOREST INVENTORY, MANAGEMENT REGIME and PLANNED ACT

General Information							
Unique FMP-ID	Unique FMU ID	Compt:	Sub Compt:	Area (Ha):	Grant Premium Category (GPC) Ref: (Where Relevant)	Forest Type:	Land Use:
		Totals for Compt		0			

CERTIFICATION REQUIREMENT
 NOT A CERTIFICATION REQUIREMENT
 *) Within last 5 years for Certification

ACTIVITIES:

Forest Inventory Details											
Compt:	Sub Compt:	Area (Ha):	Year Inventory Updated *):	Mixture:	Origin:	Productive (%)	Species 1...n:	Canopy 1...n (%):	Pyear 1...n:	YC 1...n:	Fell Year
Totals for Compt		0									

CERTIFICATION REQUIREMENT
 NOT A CERTIFICATION REQUIREMENT
 *) Within last 5 years for Certification

PLANNED ACTIVITIES													
			Short Term Plan (5 Yr WORK PLAN)					Medium Term Plan					Long Term Vision
Compt:	Sub Compt:	Area (Ha):	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Years 11-20
Totals for Compt		0											

CERTIFICATION REQUIREMENT
 NOT A CERTIFICATION REQUIREMENT
 *) Within last 5 years for Certification

PRODUCTION PLANNING [5.3.1, 10.3.1]

Harvesting Prescription																		
Compt:	Sub Compt:	Area (Ha):	Productive Area (%) (take from column L)	Species 1...n (take from column M)	P Year (Species 1...n)(take from column O)	DBH (cm)	Top Ht (m)	First Thin (YR):	Thin Regime	Thin Cycle	Rotation Type:	Thin intensity (%)	Estimated Thin Volume/Ha	Estimated Fell Year:	Timing:	Harvest Area (%):	Estimated Clearfell Volume/Ha	Road /Access Status:
			0	0	0													
			0	0	0													
			0	0	0													
			0	0	0													
			0	0	0													
			0	0	0													
			0	0	0													
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			0	0	0													
			0	0	0													
			0	0	0													
Totals for Compt		0																

CERTIFICATION REQUIREMENT
 NOT A CERTIFICATION REQUIREMENT
 *) Within last 5 years for Certification

			Regeneration Prescription			
Compt:	Sub Compt:	Area (Ha):	Reforestation Objective	Restock Year	Species 1...n	Canopy Species 1...n (%)
Totals for Compt		0				

CERTIFICATION REQUIREMENT
 NOT A CERTIFICATION REQUIREMENT
 *) Within last 5 years for Certification

Explanatory notes

Areas highlighted in Yellow are required for FMP general purpose and are a CERTIFICATION REQUIREMENT

Areas highlighted in Pink are NOT A FSC REQUIREMENT, but should be completed where applicable for FMP general purpose

Listed below are sample data for completing some of the sections of the FMP

Unique FMP-ID - to be assigned by Forest Service - generated by system when plan is created.

Unique FMU ID - to be assigned by Group Manager - consisting of the format Year-County Code-Number (eg 17-WW-001)

GPC (Where Relevant - Post-2010)	Forest Type	Land Use	Mixture	Origin	Planned Activities ¹⁾	Thin Regime	Rotation Type	Timing	Access	Reforestation Objective
GPC 1 – Unenclosed	BHF	BARE	Pure	A (Affor)	Aerial Fertilisation *	Standard	MMAI	Summer	Adequate	CF
GPC 2 - Sitka spruce / lodgepole pine	CHF	BLOWN	Intimate	R (Refor)	Drain Repairs	Reduced	Standard	Winter	Inadequate	BF
GPC 3 – 10% Diverse Conifer	COP	BURNED	N_Int	N (Nat Regen)	Fence Repairs	No Thin	Reduced	All Year		MF
GPC 4 – Diverse Conifer	MHF	MISC			Fertilise	Solitary	Technical			CCF
GPC 5 – Broadleaf	NON	SCRUB			Firelines		Extended			Bio
GPC 6 – Oak		WLOG			Harvesting *		CCF			Other
GPC 7 – Beech		TUP			Inventory					Defor
GPC 8 – Alder		UNDEV			None					
GPC 9 – Native Woodland Establishment (Scenario 1- 3)		WATER			Other					
GPC 10 – Native Woodland Establishment (Scenario 4)		SWAMP			Paths					
GPC 11 - Agro-forestry		FORESTS			Protection					
GPC 12 – Forestry for Fibre					Pruning					
					Road Construction *					
					Road Repairs					
					Shaping					

WORK PLAN:

Short Term Plan (Year 1- Year5) should contain detailed plan of activities for each compartment/subcompartment. Substitute actual YEAR for Year 1, Year 2 etc.

Medium Term Plan (Year6-Year10) can be less specific when detailing planned activities.

Long Term Plan (Year 11-20) described long term goals. Can be less specific. Could contain information on felling year, or roading operations, etc.

¹⁾ Completion of Work Plan should give actual YEAR for Year1, Year2, etc. (e.g. 2017, 2018 etc.)

*) Subject to licence before commencing operation

Notes for completion of Forest Management Template

The Forest Management Template is based on recommendations for COFORD FMP Template as outlined in COFORD Management Planning Group Summary Report (March 2015).

The Template was amended to include Certification requirements following gap analysis of COFORD FMP Template.

Note: The Forest Management Template contains instructions/guidance [including certification indicator references] for the person preparing the management plan, which are marked in Grey and Yellow highlight. Please delete all these instructions before submitting as a final draft to the Group Manager.

Notes for completing Part 1: Ownership

FMU name: The name of the FMU or Forest Management Unit. This is generally the Forest Name.

Ownership: Copies of Folio and Map to be appended to FMP. Folio/Title deeds and Maps have to be made available at time of inspection.(See also *Doc.18 Documentary Requirements for Certification in Ireland*)

Ownership Constraints: Where applicable document and map all third party rights and complete *Tem.2.1 Legal Ownership/Third Party Rights*

Notes for completing Part2: Description of forest

Landscape Design Statement:

Management plans shall include a landscape design plan in accordance with Forest Service Guidelines – Text in plan should include reference to any landscape designations, potential impact of forest operations on the landscape, mitigations such as phased felling, CCF, LTR, and a general description of the surrounding lands.

Consider proportionate to scale and intensity.

In cases where detailed landscape appraisal is considered necessary this should include photographs and diagrams and possibly include as an appendix to the plan.

High Conservation Value Forests (HCVF):



The HCVF screening process has to be described here even if no HCVF identified.

See attached Screening Decision Diagram for guidance at the end of this guidance note. (Fig 2.1: A decision tree for identifying each type of HCVF using existing information and approaches)

A guide to screening for HCVF and Managing HCVF can be found on www.proforest.net

Forest certification recognises that only HCVF1 and HCVF3 apply for Ireland.

Doc.07 Forest Data has to be completed for all FMUs regardless whether HCVF are present.

Reference:

A guide to screening for HCVF and Managing HCVF (www.proforest.net)

- Part 1 The High Conservation Value Forest Toolkit, 2003
<http://www.proforest.net/proforest/en/files/hcvf-toolkit-part-1-final-updated.pdf>

- Part 2: Defining High Conservation Values at a national level: a practical guide
<http://www.proforest.net/proforest/en/files/hcvf-toolkit-part-2-final.pdf>
- Part 3: Identifying and managing High Conservation Values Forests: a guide for forest managers
<http://www.proforest.net/proforest/en/files/hcvf-toolkit-part-3-final.pdf>

Features:

Describes any particular feature of the forest that will impact on future management or which will be the subject of particular attention e.g. badger set, recorded monument, watercourse. Include features which are specifically mentioned in forest certification standard.

Only those features present need to be described.

Where applicable supporting documentation should be appended to the FMP (e.g. where Deer Management is a feature/objective, a detailed Deer Management Plan, should be appended to the FMP).

Notes for completing Part 3: Long Term Vision and Management Objectives

Long Term Vision: A general description of what the forest owner plans to do/achieve with regards to his/her FMU over the 20 year period. A short statement which reflects the owner's expectation of what the forest will be like in the long term.



Example: *Long term management objective for the conifer crop is to produce high quality timber in a sustainably manner on a commercial basis.*

Management Objectives: Management Objectives should be S.M.A.R.T (Specific, measurable, achievable, realistic, timely). Preparation of a monitoring plan should include monitoring of achievement of management objectives. Some examples are given in the template.



Note: The Examples given in this Section ***should be adjusted / rephrased to uniquely meet owner's objectives for each forest.***

Notes for completing Part 4: Monitoring Plan Summary

[The purpose of a monitoring plan is to quantify the topics which shall be monitored to demonstrate compliance with specific requirements of the endorsed certification standard and Certification Group requirements.

Monitoring shall be based on best practice and determined by the scale and intensity of forest management and the relative complexity as well as the fragility of the affected environment. Monitoring shall be **documented** in a consistent and replicable way over time to allow comparison of results and assessment of change].

The example monitoring targets included in the monitoring plan template reflect the monitoring topics which appear in the certification standard.



If there is a topic which is not relevant in the forest subject of this management plan, the monitoring reference should be removed.

For example, if there is a policy of no chemical use in the forest then remove this topic as there will be no need to monitor chemical use. If there is no use of biological control agents, remove this topic from the monitoring plan.

The Management Plan shall at each 5 year review, incorporate the **results** of any monitoring within or relevant to the FMU. The summary of monitoring **results** has to be made available to the stakeholders at the 5 year review of the FMP. [This shall include experience gained or observations made by the forest owner/manager], and incorporate any new scientific or technical knowledge that has been adopted as good practice by relevant authorities since the previous review.

Notes for completing Part 5: Biodiversity

Biodiversity plan should show area of biodiversity at Start of Plan (SoP) and projected area of biodiversity at End of Plan (EoP)

Biodiversity at Start of Plan (SoP) can be supplied as one figure for the entire property. Where an entire sub-compartment is bio-diversity, this can be indicated in the description.

A description to indicate how the increase in biodiversity is achieved has to be included.

Where there are statutory Designations this should be indicated. It is assumed that the statutory area does not change over the duration of the plan.

The percentage of biodiversity at End of Plan for the property should be $\geq 15\%$

Guidelines:

- Any areas of native broadleaves (e.g. Oak and Ash) can be included in the Biodiversity percentage of the property. (Non native broadleaves, such as Sycamore cannot be included in any biodiversity calculations)
- All areas within a statutory designation (NHA, SAC, SPA, etc) are automatically regarded as biodiversity areas, as well as the non-statutory proposed areas (pNHA, etc)

Areas that can be counted for their biodiversity value include:

- Areas where there has been crop failure which has resulted in scattered open ground
- Development of bog and heath vegetation
- Suppressed conifer growth which can be treated as long term retention (LTR) due to crop being retained beyond 'normal' rotation lengths.

Notes for completing Appendices:

Appendix 1: Forest Inventory and Work Plan [Tem.7.1b]

The Forest Inventory data, Work Plan and Harvesting Prescription are to be appended to this FMP template. The spreadsheet **Tem.7.1b Forest Inventory and Work Plan** forms part of the Forest Management Plan template and forms Appendix 1 of the FMP. Explanatory Notes are included in a separate Tab in *Tem.7.1.b*.

Appendix II: Maps – where possible, maps can be combined.

E.g. Map showing both compartments and species, or map showing fire plan and hazards.

Where maps are combined, please list them as a combined map. Where a map is not supplied, do not list them in Appendix II, or list as 'N/A for this property'.

Appendix III Legal Ownership/Third Party Rights [Tem.2.1]

Where there are third party rights, Tem.2.1 has to be completed and included with the FMP.

Folio/Title deeds and Maps have to be made available at time of inspection.(See also *Doc.18 Documentary Requirements for Certification in Ireland*)

Appendix IV: Integrated Pest Management Strategy [Tem.6.6a]

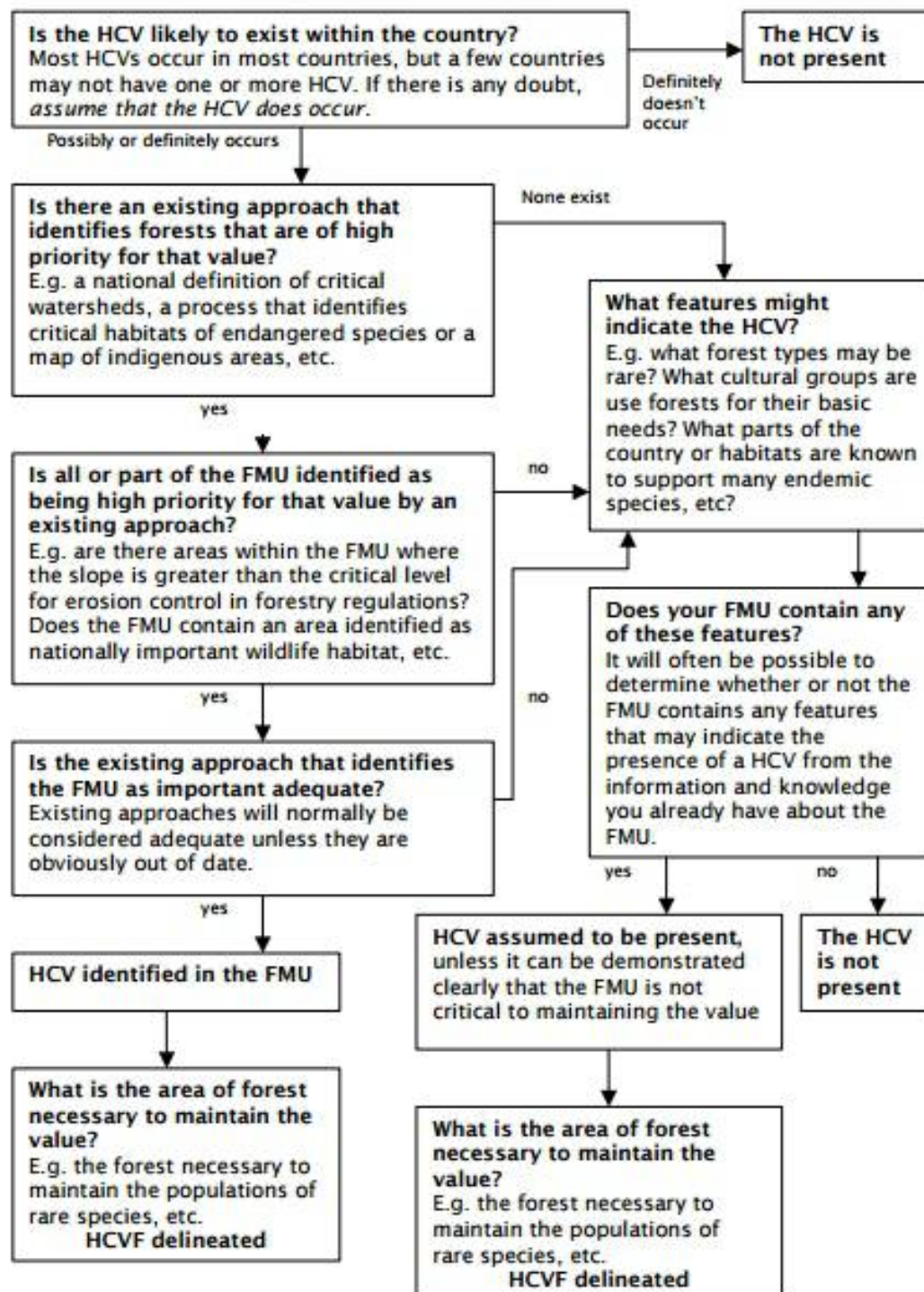
A 7-page Integrated Pest Management Strategy [Tem.6.6a] has been developed as part of the Forest Management Manual. This IPMS can be referred to at the end of Part 2 of the FMP and should be available at time of inspection/audit.

Appendix V: Management Plan Summary

The certification standard covers all forest sizes, plans for large forests are extensive and need a summary. In case of small woods this has to be considered in proportion.

A summary for a small woodland plan should include the owner's objectives, a note of any designations and HCV features and a summary of all operational plans for first five years.

Figure 2.1: A decision tree for identifying each type of HCVF using existing information and approaches.



Forest Management Template – Summary Plan

[Guidance: In case of small woods this has to be considered in proportion. A summary for a small wood plan should include the owner's objectives, a note of any designations and HCV features and a summary of all operational plans for first five years]

Property details:

Site code <i>[optional]</i>	
FMU Name (property name)	
Total Area of Property	

Owners objectives: (as applicable)

Timber		High
Certification		High
Water		High
Landscape		High
Biodiversity		High
Other		High

Description of statutory designations and HCV features: (as applicable)

--

Forest operations planned for next 5 Years:

During the first five years of the forest management plan, commencing 2017, the following forest operations are planned for this property:
--

This property is located in County ... [short description where property is in relation to nearest town] (See Location Map).

Location map:

Forest operations/activities planning:

[work type, e.g. harvesting, roading, site preparation]

FMU name/Cpt:	Work period:
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Job description: [work methods]

Designated Works Manager:

Confirm certificates of competence & insurance is held as appropriate Confirm if recorded on <i>Doc.4.2c Training (Competency) and Insurance Record</i>	Y	
IF NO , provide details or Exclude worker	N	

	CONSTRAINTS	Y/NA	Details, controls, measures
Conservation details included on Map	1. Designations/ [SAC, SPA, NHA, pNHA, IUCN, other local]. Are Consents /contact required?		
	2. Archaeology [historic features, banks/walls]. Are Consents /contact required? See record of monuments and places (RMP)		
	3. Protected, Rare or Threatened spp/ EPS. [Priority habitats, Otter, Bats, Red Squirrel, Ship Rat, Natterjack Toad].		
	4. LTR /Deadwood		
	5. OWS/POWS [special measures]		
	6. Badgers Are Consents /contact required?		
	7. Extraction routes [impacts to soil and water considered]		
	8. Burning [impacts to soil and flora considered]		
	9. Fuel storage [away from water courses/protected areas]		

	HAZARDS	Y/NA	Details, controls, measures
Hazards details on Map	10. Access [roading, rides, paths]. Are closure Consents required?		
	11. Wayleaves Are Electricity company Consents /contact required?		
	12. Watercourses [crossing points/culverts]. Are Consents required?		
	13. Terrain [steep/uneven ground]		

14. Burning [location of site, smoke]. Impact assessment?		
15. Timber traffic [risks to local people]		

HEALTH & SAFETY	Y/NA	Details, controls, measures
16. RISK ASSESSMENT [supplied by manager/contractor]		
17. Lone working		
18. Site safety coordinator/works manager		
19. Reporting of Accidents and Dangerous Occurrences (HSA) [Injuries and Dangerous Occurrences have to be reported to HSA using the Online Reporting System. http://www.hsa.ie/eng/Publications_and_Forms/Forms/]		
20. MAP – hazards, constraints supplied to workers		
21. Pollution control kits [available on site]		
22. Waste Disposal [communicated to workers, responsibility for disposal, record keeping]		
23. SIGNING – Prohibition, Warning, Threshold		
24. PPE – workers are provided with or have adequate PPE		
25. HSA safety guides for forestry operations and FISA safety guides – List attached identify applicable guides where adopted		

Health & Safety - Map

Other requirements/precautions/issues:

Signed Worker/Contractor:		Dated:	
Signed Manager:		Dated:	

Health and Safety Procedures and Guidelines

Health and Safety Authority – www.hsa.ie

- HSA - Code of Practice for Managing Safety and Health in Forestry Operations
http://www.hsa.ie/eng/Publications_and_Forms/Publications/Agriculture_and_Forestry/Code%20of%20Practice%20Forestry%202009-.pdf
- HSA – Information on the Health and Safety responsibilities of Forest Land Owners and Managers who intend to fell their trees Information Sheet
http://www.hsa.ie/eng/Publications_and_Forms/Publications/Agriculture_and_Forestry/Forestry_Information_Sheet.pdf
- HSA - Guide to safe working with timber and chainsaws
http://www.hsa.ie/eng/Publications_and_Forms/Publications/Agriculture_and_Forestry/Guide%20to%20safe%20working%20with%20timber%20and%20chainsaws.pdf
- HSA – Lone Workers information
http://www.hsa.ie/eng/Topics/Hazards/Lone_Workers/
- HSA - Guidance on the Safety, Health and Welfare at Work (Reporting of Accidents and Dangerous Occurrences) Regulations 2016 (HSA)
http://www.hsa.ie/eng/Publications_and_Forms/Publications/Safety_and_Health_Management/Accident_and_Dangerous_Occurrences_Reporting.pdf

Injuries and Dangerous Occurrences have to be reported to HSA using the Online Reporting System. http://www.hsa.ie/eng/Publications_and_Forms/Forms/

- HSA Guide to the Safety, Health and Welfare at Work (General Application) Regulations 2007
http://www.hsa.ie/eng/Publications_and_Forms/Publications/Occupational_Health/Guidelines_on_First_Aid_at_Places_of_Work_2008.pdf
- HSA - Use Chemicals Safely on the Farm
http://www.hsa.ie/eng/Publications_and_Forms/Publications/Agriculture_and_Forestry/HSA_Farm_Safety_Chemicals.pdf

DAFM

- DAFM Prescribed Burning Code of Practice (2012)
<http://www.agriculture.gov.ie/media/migration/forestry/firemanagement/CofPPrescribedBurningFinal90212.pdf>
- Guidance Notes on Integrated Pest Management For Use On Irish Farms
<http://www.pcs.agriculture.gov.ie/media/pesticides/content/sud/Guidance%20Notes%20on%20Integrated%20Pest%20Management.pdf>
- EPA/DAFM Guide - 7 STEPS: GOOD PRACTICE GUIDE FOR EMPTY PESTICIDE CONTAINERS
http://www.pcs.agriculture.gov.ie/media/pesticides/content/sud/Good_Practice_Guide_for_empty_pesticide_containers.pdf

Other Reference Sources:

FISA (Forest Industry Safety Accord) – General Health & Safety Guides

- FISA Guidance on Managing Health and Safety in Forestry
<http://ukfisa.com/assets/files/safetyLibrary/MHSF-2014.pdf>
- FISA - Landowner Checklist for a Worksite
<http://ukfisa.com/assets/files/safetyLibrary/Site-Safety/Worksite-Management-for-Landowner-FWM-and-Contractor-May-2015.pdf>
- FISA – Lone Working Leaflet
<https://www.ukfisa.com/assets/files/safetyLibrary/Health-and-Welfare/Lone-Working---FISA-Info-Leaflet-004-0415.pdf>
- FISA 802 - Emergency planning
<http://ukfisa.com/assets/files/safetyLibrary/FISA%20802%20Emergency%20Planning.pdf>
- FISA 803 – Firefighting
<http://ukfisa.com/assets/files/safetyLibrary/FISA%20803%20Firefighting.pdf>
- FISA – Urea Storage and Handling Info Leaflet
<https://www.ukfisa.com/assets/files/safetyLibrary/Health-and-Welfare/Urea-Adblue-Storage-and-Handling---FISA-Info-Leaflet-005-0116.pdf>

FISA (Forest Industry Safety Accord) – Safety Guides

List of FISA Safety Guides:

<http://ukfisa.com/safety-information/safety-library/fisa-safety-guides.html>

FISA 102- Pre-planting spraying of container-grown seedlings

<http://www.ukfisa.com/assets/files/safetyLibrary/FISA%20102%20Spraying%20of%20seedling.pdf>

FISA 103 -Planting

<http://www.ukfisa.com/assets/files/safetyLibrary/FISA%20103%20Planting.pdf>

FISA 104 – Fencing

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20104%20Fencing.pdf>

FISA 202 – Application of pesticides by hand-held equipment

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20202%20Application%20of%20pesticides.pdf>

FISA 203 - Clearing saw

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20203%20Clearing%20Saw.pdf>

FISA 204 - Flails and mulchers in tree work

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20204%20Flails%20and%20Mulchers.pdf>

FISA 301 - Using petrol driven chainsaws

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-301-Petrol-driven-chainsaws.pdf>

FISA 302 - Basic chainsaw felling and manual takedown

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-302-Basic-chainsaw-felling.pdf>

FISA 303 - Chainsaw snedding

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-303-Chainsaw-Snedding.pdf>

FISA 304 – Chainsaw cross-cutting and manual stacking

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-304-Chainsaw-cross-cutting.pdf>

FISA 306 - Chainsaw clearance of windblow

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-306-Windblown-Clearance.pdf>

FISA 307 - Chainsaw felling of large trees

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-307-Felling-large-trees.pdf>

FISA 310 - Use of winches in directional felling and takedown

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-310-Use-of-winches.pdf>

FISA 501 - Tractor units in tree work

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20501%20Tractor%20units.pdf>

FISA 502 - Extraction by skidder

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20502%20Extraction%20by%20Skidder.pdf>

FISA 503 - Extraction by forwarder

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20503%20Extraction%20by%20forwarder.pdf>

FISA 504 - Extraction by cable crane

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20504%20Extraction%20by%20Cable%20crane.pdf>

FISA 506 - Extraction by horse

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20506%20%20Extraction%20by%20Horse.pdf>

FISA 601 - Mobile circular saw bench

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20601%20Circular%20Saws.pdf>

FISA 602 - Mobile peeling machine

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20602%20Mobile%20Peeler.pdf>

FISA 603 - Mechanical harvesting

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20603%20Mechanical%20Harvesting.pdf>

FISA 604 - Wood chippers

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20604%20Woodchippers.pdf>

FISA 605 - Mechanical roadside processing

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20605%20Roadside%20Processing.pdf>

FISA 607 - Firewood processors

<http://ukfisa.com/assets/files/safetyLibrary/FISA-AA-607-Firewood-processors.pdf>

FISA 701 - ATV quad bikes

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20701%20ATV%20Quad%20Bikes.pdf>

FISA 702 - All-terrain vehicles

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20702%20All%20terrain%20vehicles.pdf>

FISA 703 - Debugging and recovery of forestry machines

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20703%20Debugging.pdf>

FISA 704 - Excavators in tree work

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20704%20Excavators%20in%20tree%20work.pdf>

FISA 705 - Steep slope working in forestry

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20705%20Steep%20slope%20working.pdf>

FISA 804 - Electricity at work: Forestry

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20804%20-%20Electricity.pdf>

FISA 805 - Training and certification

<http://ukfisa.com/assets/files/safetyLibrary/FISA%20805%20Training%20and%20Certs.pdf>

FORESTRY OPERATIONS CONTRACT

FMU name:
Compt:
County:
General work description:

This contract is to be employed for all forestry operations (excluding Timber Sales - Tem 5.3 Tree Sales Agreement to be used for Timber Sales). No forestry operations should commence on site until this contract has been completed and signed by both parties.

This agreement is made between:.....
(Hereinafter called the Owner)

and

of **VAT No:**
 (Hereinafter called the Contractor)

The site address of the works.....
 (Site Map attached)

Nature of the works
 (Detailed Schedule and Specification attached if required)

Works Manager: Name:

Mobile contact number:

Agreed payment (Excl VAT).....

(Add VAT to final invoice if applicable)

Payment Terms

Start date **Completion date**

Checklist of Documents supplied by Owner: (Tick as applicable)

	Yes	No	Additional Details
Site Risk Assessment			
Hazard & Constraints Map			
Work Schedule/Specification			
Emergency/Contingency Plan (Tem.4.2b)			
Environmental Impact Assessment (Tem.6.1)			
Pollution Control Plan			
Other consent (specify)			

Documents supplied by the Contractor: (Tick as applicable)

	Yes	No	Additional Details/Expiry Dates
Operational Risk Assessment			
Safety Statement			
First Aid Certificate			
Public Liability Insurance			
Employers Liability Insurance			
Equipment Maintenance Records			
Certificates of Competence (specify)			

Special Instructions:

.....

.....

Signed Date

Name Owner

Signed Date.....

Name Contractor

REQUIREMENTS FOR CONTRACTORS (These conditions form part of the contract)

Quality of Work, Safety and Legal Compliance are fundamental requirements placed on personnel engaged on delivery of this contract.

Contractors agree to adhere to the following:

- Take note of/act on, Site Hazards and Sensitivities as outlined in the Site Risk Assessment and Hazards & Constraints Map provided.
- Undertake work safely in accordance with relevant industry guidelines and in line with agreed Risk Assessments for the work contracted.
- Ensure that all operatives are properly trained for the tasks encompassed by the contract.
- Hold certificates of competence as required for the work undertaken.
- Ensure that all equipment, including vehicles and trailers, used on site is safe and in working order, compliant with current legislation and insured.
- Hold minimum public liability insurance cover of €2,600,000 and employers liability cover of €13,000,000.

- Have received Emergency First Aid Training within the last two years and carry a suitable First Aid Kit on site at all times.
- Ensure that all personnel are equipped with Personal Protective Equipment (PPE) applicable to the work undertaken and worn at all times.
- Biodegradable oils must be used for all chainsaw operations.
- Each forest machine on site will have a suitable oil spillage kit and significant spillage of fuel or oil must be reported to the owner immediately.
- The Contractor agrees to undertake the operations overleaf in adherence to all Forest Service Guidelines and Requirements including the 'Forestry and Water Quality Guidelines', particularly in relation to storage of fuel and refuelling of any machine. A safe distance from streams, watercourses or bodies of water must be observed in this regard.
- All mitigating measures identified in the Environmental Impact Assessment are complied with.
- Appropriate warning notices should be erected at site entrances and at the work sites (and maintained) to advise woodland users of forestry operations in progress.
- Vehicles will only be permitted on site in designated areas and routes and their use should be constrained by prevailing ground and weather conditions.
- All machinery will have appropriate warning signs displaying work zones and other relevant safety information.
- The contractor agrees to indemnify the owner against all claims of whatever description by Third parties, contractors employees, sub-contractors and others for damage or injury caused by or arising out of or in connection with the operations of the Contractor, his Agents, sub-contractors, or workmen.
- Lone working will not be permitted unless a Lone Working Risk Assessment has been completed and complied with.
- Any breach of the Forestry Operations Contract witnessed by the Owner (or his Agent) will be reported to the Contractor and a limited time period imposed to remedy the breach. However, if the breach is of a significant nature, the Owner (or his Agent) reserves the right to suspend all operations on site with immediate effect.

By signing the Forestry Operations Contract overleaf the Contractor agrees to be bound by the above conditions unless specifically excluded by the Owner.

Note: Tem.4.2a Forest Operations Monitoring Checklist and Tem.6.1 Environmental Impact Assessment, in addition to Tem.7.3 Work Planning Checklist, should be used in conjunction with this Forestry Operations Contract.