

# **FLS - SACU Master Agreement**

Dated [ ]

(1) **The Scottish Ministers**

and

(2) **Scottish Auto-Cycle Union Limited**

## **Master Agreement**

In connection with the holding of motorcycle events on land in Scotland managed by Forestry and Land Scotland

## CONTENTS

<b>Clause</b>		<b>Page</b>
1	DEFINITIONS AND INTERPRETATION	1
2	UNDERTAKINGS BY BOTH PARTIES	4
3	FLS'S UNDERTAKINGS	4
4	SACU'S UNDERTAKINGS	5
5	EVENT AUTHORISATION AND HOSTING	5
6	EVENT CHARGES	7
7	INDEMNITY	7
8	INSURANCE	8
9	PRE-EVENT RECONNAISSANCE	9
10	RESERVED RIGHTS	9
11	MEDIA RIGHTS	9
12	ARBITRATION	9
13	TERMINATION	10
14	ASSIGNMENT	10
15	FORCE MAJEURE	10
16	NOTICE	11
17	GENERAL	11
18	DATA PROTECTION	11
19	ANTI BRIBERY	12
20	GENERAL	12
 <b>Schedule</b>		
	Part 1 – Charging and Invoicing Arrangements	14
	Part 2 – FLS Contacts	16
	Part 3 – FLS Licence	17
	Part 4 – Media Rights	30
	Part 5 – Event Enquiry Form	31

THIS AGREEMENT is made on \_\_\_\_\_ 2022

BETWEEN

(1) **THE SCOTTISH MINISTERS**, acting through **Forestry and Land Scotland**, an executive agency established pursuant to the Forestry and Land Management (Scotland) Act 2018 and having a place of business at 1 Highlander Way, Inverness Business Park, Inverness IV2 7GB (hereinafter referred to as "**FLS**");

and

(2) **SCOTTISH AUTO-CYCLE UNION LIMITED**, a company incorporated in Scotland under the Companies Acts (Registered Number SC121963) and having its Registered Office at 28 West Main Street, Uphall, Broxburn, West Lothian, EH52 5DW (hereinafter referred to as "**SACU**").

## BACKGROUND

(A) On 16 May February 2016 the Forestry Commissioners entered into an agreement with The Auto Cycle Union (the "**Previous Agreement**") governing the holding of motorcycle events on land owned or managed by the Forestry Commissioners in England, Scotland and Wales;

(B) On 1 April 2019, most of the rights, functions and duties of the Forestry Commissioners in relation to land and growing timber in Scotland were devolved and transferred to FLS (including the rights and obligations created under the Previous Agreement);

(C) The Previous Agreement expired on 31 December 2020 and FLS and the SACU wish to enter into a new agreement to replace the Previous Agreement; and

(D) This Agreement governs the holding of motorcycle events on FLS Land (as defined below) after 1 January 2022.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

<b>"ACU"</b>	The Auto-Cycle Union Limited, a company incorporated in England and Wales under the Companies Acts (Registered Number 00134679) and having its Registered Office at ACU House, Wood Street, Rugby CV21 2YX;
<b>"ACU Handbook"</b>	the rules and regulations hosted on the ACU website ( <a href="http://www.acu.org.uk">www.acu.org.uk</a> ) from time to time and specified by ACU as applying to Events;
<b>"Address for Notices"</b>	Forestry and Land Scotland, 55-57 Moffat Road, Dumfries DG1 1NP or such other address as may be notified by FLS to the SACU for that purpose from time to time;
<b>"Agreement"</b>	this Agreement and the Schedule and exhibits attached to it or incorporated in it by reference;

<b>"Cancellation Fee"</b>	a fee of £100 (or such other amount as may be agreed in writing from time to time by FLS and the SACU);
<b>"Concordat"</b>	a non-binding written record setting out how the parties intend to co-operate in and implement certain matters relating to Events (as such record may be updated from time to time by agreement of the parties);
<b>"Event Enquiry Form"</b>	the event enquiry form hosted by FLS on their website ( <a href="https://forestryandland.gov.scot/business-and-services/permissions-and-permits#events">https://forestryandland.gov.scot/business-and-services/permissions-and-permits#events</a> ) from time to time, with a copy of the current version of the form forming <b>Part 5 of the Schedule</b> ;
<b>"Events"</b>	Trials, Enduro and Rally events, as each of those events is defined in the ACU Handbook and such other categories of motor sports events authorised by the SACU as may be approved by FLS from time to time;
<b>"FLS Contact"</b>	the relevant FLS contacts as detailed in <b>Part 2 of the Schedule</b> ;
<b>"FLS Land"</b>	land owned by or leased to the Scottish Ministers in Scotland and managed on behalf of the Scottish Ministers by Forestry and Land Scotland;
<b>"FLS Licence"</b>	a licence in the form contained in <b>Part 3 of the Schedule</b> , as such form may be amended from time to time by written agreement between the parties;
<b>"Forest Regions"</b>	the administrative regions of Forestry and Land Scotland as detailed on the FLS website from time to time ( <a href="https://forestryandland.gov.scot/scotlands-national-forests-and-land">https://forestryandland.gov.scot/scotlands-national-forests-and-land</a> ) (and "Forest Region" shall mean any of them);
<b>"Incident Management Plan"</b>	the plan drawn up by the Organiser to deal with major and unplanned incidents in accordance with the current version of the ACU Handbook and SACU Supplementary Regulations
<b>"Insured Amount"</b>	means the monetary level of insurance which SACU is required to maintain under an insurance policy from time to time in terms of <b>Clause 8.1</b> ;
<b>"Minimum Provisional Notice"</b>	6 months' notice (or such longer or shorter period as FLS and the SACU may from time to time agree in writing);

<b>"Organiser"</b>	a Registered Club who enters into an FLS Licence with FLS in connection with an Event on FLS Land;
<b>"Pollution Incident"</b>	an incident or accident on FLS Land which results in any substance being released to land, air or water in an amount that could harm people or the environment (not being a non-material release arising from incidental use);
<b>"Preparatory Session"</b>	any preparatory work on FLS Land in connection with Events;
<b>"Rate Review Date"</b>	1 January in each of the years 2026, 2028 and 2030;
<b>"Rate Scale"</b>	the rate scale forming <b>Part 1</b> of the <b>Schedule</b> (as amended from time to time in accordance with <b>Clause 6.4</b> );
<b>"Regional Office"</b>	a Forest Regional Office of Forestry and Land Scotland;
<b>"Registered Club"</b>	a motorcycle club which is (i) affiliated with the SACU for the provision and organisation of motorcycle sports events, and (ii) covered by the insurance policies to be maintained by the SACU in accordance with Clause 8 of this Agreement;
<b>"SACU Supplementary Regulations"</b>	such supplementary rules, requirements, policies and procedures relating to Events as may be stipulated from time to time by the SACU and published on the SACU website ( <a href="https://www.sacu.co.uk/">https://www.sacu.co.uk/</a> );
<b>"Safety Plan"</b>	shall mean a plan setting out (and communicating to Event officials and marshals and key external stakeholders) the key elements in place to manage the Event safely and which must (i) demonstrate that risks to the public, volunteers and competitors have been assessed and managed; (ii) be focussed on preventative measures (planning for safety); and (iii) describe how safety risks have been assessed and the measures taken to address them.
<b>"Schedule"</b>	the schedule (in 5 parts) annexed to this Agreement;
<b>"Term"</b>	the period commencing on 1 January 2022 and terminating on 31 December 2030; and
<b>"Working Day"</b>	any day on which clearing banks in Edinburgh and Glasgow are open for normal business.

1.2 Save to the extent that the context or the express provisions of this Agreement otherwise requires, in this Agreement:

1.2.1 words importing any gender shall include all other genders; words importing the singular number only shall include the plural number and *vice versa*; and words importing individuals include corporations and *vice versa*;

1.2.2 any reference to a Clause or Part of the Schedule is to the relevant Clause or Part of the Schedule of or to this Agreement;

1.2.3 references to this Agreement or to any other document shall be construed as reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time; and

1.2.4 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision.

1.3 The Schedule forms part of this Agreement.

## 2 UNDERTAKINGS BY BOTH PARTIES

FLS and the SACU agree that:

2.1 they will both at all times work together to achieve the safe running of Events, the safety of other recreational users and other legitimate users of FLS Land;

2.2 they will both at all times work together to co-operate and to liaise, to ensure that the SACU's activities on FLS Land are not interrupted or adversely affected by any act or omission of FLS; and that the SACU's activities have as little impact as possible on access by other recreational users and other legitimate users of FLS Land;

2.3 subject to **Clauses 17 and 18**, they will not disclose to any third party any confidential business or future plans of the other party at any time acquired during the existence of this Agreement and no reference shall be made to the terms of this Agreement by either party in any advertising, publicity or promotional material or (with the exception of a summary of this Agreement as may be agreed between the parties for circulation to Registered Clubs) to any third party without the prior consent of the other party;

2.4 they have entered into a Concordat;

2.5 they will meet to discuss and review the operation of this Agreement at least once in each calendar year during the Term; and

2.6 they will work together to develop sustainable solutions to minimise (and where possible avoid) adverse impacts on the environment of motorcycling and related event management and commercial operations. Where examples of good practice exist, they should be adopted where practicable.

## 3 FLS'S UNDERTAKINGS

FLS undertakes, warrants and agrees that:

3.1 FLS is the owner or lessee of the FLS Land and is free to enter into this Agreement (except in so far as permission may be required from FLS's tenants or landlords under **clause 3.2 of the FLS Licence**);

3.2 FLS agrees that it will keep the SACU informed at all times of all relevant actions (including timber contracting operations), other than those directed by the SACU, which it intends to

carry out on FLS Land that might affect the use of FLS Land by the SACU and the Registered Clubs;

- 3.3 FLS agrees that where appropriate, it will work with the Organiser to create specific spectator areas;
- 3.4 FLS will endeavour to arrange for temporary cessation of contract operations by contract holders on FLS Land affected by an Event or Preparatory Session for the duration of the Event or Preparatory Session. In the event that an agreement cannot be reached with a contractor, FLS may require the Event or Preparatory Session to be re-routed or cancelled in which case **Clause 5.6** will apply;
- 3.5 Where FLS permits a sales outlet for refreshments within FLS Land, it will ensure that the SACU is advised of the details of the outlet so that the location of the outlet can be agreed with the provider of the service. FLS will ensure that the provider of the service is responsible for the control of litter arising from the exercising of that permission;
- 3.6 FLS will ensure that all its staff working in the Forest Region where the Event or Preparatory Session is to take place are notified of the Event or Preparatory Session; and
- 3.7 FLS will take reasonable measures to provide advice to other forest users on the limitations to their activities for the duration of the Event.

#### **4 The SACU'S UNDERTAKINGS**

The SACU undertakes, warrants and agrees that:

- 4.1 The SACU will take all reasonable measures to ensure that the Registered Clubs will at all times abide by the regulations set out within the ACU Handbook and SACU Supplementary Regulations
- 4.2 The SACU will take all reasonable measures to ensure compliance by Registered Clubs with the terms of FLS Licences issued to those Registered Clubs;
- 4.3 The SACU will take all reasonable measures to ensure the safe and responsible conduct of all participants, officials, licensees, contractors and staff involved in Events. It will take all reasonable measures to ensure the safe and responsible conduct and behaviour of spectators, if any;
- 4.4 The SACU will publish an up-to-date list of all Events permitted by the SACU. This may be published online or communicated directly to FLS;
- 4.5 The SACU will ensure that FLS is notified without delay of any accident involving injury to participants, spectators or any third parties where the Medical Services dispatch to, or recommend that someone goes direct to hospital, or any other serious incident arising from the use of FLS Land for Events carried out under the terms of this Agreement;
- 4.6 If any land on which it is proposed that an Event takes place is land in respect of which "access rights" may be exercised pursuant to the Land Reform (Scotland) Act 2003, the Organiser will use reasonable endeavours to secure all such restrictions or exclusions of access to such land which are considered necessary for the operation of such Event. This includes the securing of a Section 11 closure (including the closure of core paths) under the provisions of the Land Reform (Scotland) Act 2003. If restrictions or exclusions to public access to such land are refused, this refusal shall be considered an operational constraint in terms of **Clause 5.5** and FLS may require the Event to be re-routed or cancelled, in which case **Clause 5.6** will apply.

#### **5 EVENT AUTHORISATION AND HOSTING**

- 5.1 FLS hereby grants the SACU the exclusive right for its Registered Clubs to organise and operate Events on FLS Land throughout the Term, subject to the terms and conditions of this Agreement. FLS reserves the right to exclude particular Registered Clubs for specified reasons.

- 5.2 Only Events for which the SACU has signified its approval by granting an organising permit will be permitted to use roads or tracks within FLS Land. The approval granted by the SACU to the relevant Registered Club shall expressly state that such approval is provisional and conditional upon the receipt by the relevant Registered Club of an FLS Licence from FLS. In the event that the SACU receives written notice from FLS that a Registered Club has not complied with the terms of an FLS Licence, the SACU shall not thereafter grant approval in principle to that Registered Club for further Events without the prior agreement of FLS.
- 5.3 The SACU shall give FLS not less than the Minimum Provisional Notice in writing of the proposed dates, timings and routes for all Events proposed by Registered Clubs and approved in principle by the SACU. In the case of Events, such notice shall also include the details specified in **Clause 5.4**. FLS will consider each proposed Event and Preparatory Session at its discretion but in accordance with the criteria set out in **Clause 5.5**. It will then inform both the SACU and the relevant Registered Club of its decision. Permission shall not be granted unless the Minimum Provisional Notice in writing has been given by the SACU. If permission is granted, and following submission of an application by the Registered Club as per **Clause 5.5**, FLS shall issue an FLS Licence to the Registered Club. Such permission shall be conditional upon:
- 5.3.1 an undertaking by the Registered Club to pay the FLS Licence fee as calculated in accordance with the Rate Scale;
  - 5.3.2 written acceptance of and compliance with the terms of the FLS Licence by the Registered Club;
  - 5.3.3 delivery to the relevant Regional Office of a copy of the SACU's approval for the proposed Event via a completed Event Enquiry Form;
  - 5.3.4 receipt by FLS of any permission referred to in the FLS Licence.
- 5.4 The details to be notified by the SACU pursuant to **Clause 5.3** in respect of Events approved in principle by the SACU shall include a map at a scale of not less than 1:50,000, setting out the following information:
- 5.4.1 proposed route;
  - 5.4.2 proposed start and finish points;
  - 5.4.3 proposed service areas;
  - 5.4.4 (without prejudice to **Clause 10.1.4**) any proposed grandstands or other designated viewing areas;
  - 5.4.5 (without prejudice to **Clause 10.1.3**) any proposed sales kiosks and/or other sales outlets;
  - 5.4.6 any proposed car parks and access routes.
- 5.5 Prior to the event the Organiser must submit a written application to FLS containing sufficient information to show how the conditions contained in the FLS Licence will be met. The application must contain the information required by **clause 1** (Event details) and **clause 6** (Health and safety) of the FLS Licence. FLS will consider each application taking into account the points set out in the following **Clauses 5.5.1 to 5.5.3**:
- 5.5.1 the standard of organisation of previous events;
  - 5.5.2 environmental or operational constraints;
  - 5.5.3 compliance by the relevant Organiser with any FLS Licence previously issued to that Organiser in respect of any other Event on FLS Land.



Only one application is required for each event, even if the event will take place across more than one Forest Region.

- 5.6 If any Event or Preparatory Session is cancelled by FLS in accordance with the terms of an FLS Licence or pursuant to **Clause 3.4**, then except to the extent that such cancellation is as a result of mismanagement and/or irresponsible practices on the part of the Organiser, all licence fees paid in advance by the Organiser shall be returned promptly to such Organiser; however, no additional compensation will be paid by FLS to the SACU, the Organiser or any other persons.

## 6 **EVENT CHARGES**

- 6.1 FLS undertakes to SACU to charge licence fees to the Organiser of any Event taking place within FLS Land (whether solely or partly) in accordance with the Rate Scale, as all set out in the FLS Licence.
- 6.2 If an Event in respect of which the Minimum Provisional Notice in writing has been given by the SACU to FLS in accordance with **Clause 5.3** is cancelled by the SACU or the relevant Registered Club by serving notice in writing on the relevant FLS Contact for the area in which the Event was due to take place (as set out at **Part 2** of the Schedule) or on such other individual as FLS advises the SACU of in writing from time to time within twelve weeks of the agreed date of the Event, a Cancellation Fee will be payable to FLS by the SACU or the Registered Club, as the circumstances require.
- 6.3 Trade stands, catering outlets, grandstands, commercial filming, corporate hospitality or car parking (other than the use of existing FC chargeable car parks) may be subject to additional permissions, issued separately as required. See also **Clause 10.1** (and, in particular, **Clauses 10.1.3 and 10.1.4**) of this Agreement and **clause 9** of the FLS Licence.
- 6.4 The SACU and FLS shall agree an updated Rate Scale on each Rate Review Date. The SACU and FLS shall each act reasonably when seeking to agree the updated Rate Scale but in the event that an updated Rate Scale is not agreed by the date occurring 2 months after the Rate Review Date, either party shall be entitled to terminate this Agreement at any time thereafter (but not after the relevant updated Rate Scale has been agreed).

## 7 **LIABILITY AND INDEMNITY**

- 7.1 Subject to **Clause 7.3**, SACU's total liability to FLS shall not exceed the Insured Amount in respect of any one claim.
- 7.2 Subject to **Clause 7.3**, SACU shall not be liable to FLS for any loss of profits, loss of contracts, loss of or damage to goodwill, or any other indirect or consequential loss.
- 7.3 Neither party may benefit from the limitations set out in this clause in respect of any liability arising from deliberate default, or which cannot be legally limited, including liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation.
- 7.4 SACU shall only be responsible for the same loss once. Notwithstanding the foregoing, and subject to **Clause 7.1**, SACU shall be responsible for wholly separate claims originating from the same cause.
- 7.5 Except to the extent that FLS is negligent, and subject to the cap outlined in **Clause 7.1**, the SACU shall indemnify, and keep indemnified, FLS from and against any liability, loss, damage, claims, costs, expenses or proceedings whether arising under statute or common law sustained by FLS in consequence of:
- 7.5.1 personal injury (and/or death) of any person; or
- 7.5.2 loss or damage to property (other than to the roads and tracks on FLS Land to the extent used in the Event), if and to the extent that such injury or damage is connected with, arises out of or is caused by the SACU or an Organiser's negligence, omission, default or breach of this Agreement or an FLS Licence or the

negligence, omission, default or breach of any person for whom the SACU or an Organiser is responsible in law, provided that the SACU's liability under this **Clause 7** for loss or damage to property shall not exceed the Insured Amount in respect of any one claim (or such higher figure as may from time to time be required by FLS (acting reasonably) or specified in the SACU's insurance underwriters).

- 7.6 Without prejudice to **Clause 7.1**, the SACU shall indemnify, and keep indemnified, FLS against any liability, loss, damage, claims, costs, expenses or proceedings arising as a result of a Pollution Incident provided always that such an incident takes place in its entirety at a specific and identified time and place during the period of the Event, or the Preparatory Session or other permitted reconnaissance and arises solely from an incident on such Event, or such Preparatory Session or other permitted reconnaissance.
- 7.7 If FLS is aware of any circumstances which are likely to give rise to a liability under the indemnity in **Clause 7.6 (Indemnity)**, then FLS shall:
- 7.7.1 As soon as reasonably practical, give written notice to SACU, specifying the nature of the Indemnity in reasonable detail;
  - 7.7.2 Not make any admission of liability or agree to a settlement in relation to the Indemnity (where a third party has made or otherwise intimated a claim or potential claim) without providing prior written notice to SACU;
  - 7.7.3 Give SACU and its professional advisors reasonable access to the premises in question for the purpose of assessing the Indemnity, subject to reasonable prior notice and obtaining written consent, such consent not to be unreasonably withheld or delayed; and
  - 7.7.4 Comply with its general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the Indemnity.

## 8 INSURANCE

- 8.1 On behalf of both parties hereto the SACU will immediately effect and maintain with reputable insurance underwriters an insurance policy covering all liabilities under this Agreement and all risks normally insured against in accordance with the customary practice of prudent Event organisers (including, without limitation, third party public liability indemnity insurance in relation to the health and safety of all staff, spectators, participants, and any third parties including liability arising from all equipment brought onto FLS Land and such other insurances as may from time to time be reasonably required by FLS) for an amount of not less than £5,000,000.00 (or such higher level of cover as may be generally available from time to time for insurance of Events in the Scottish insurance marketplace at a reasonable level of premium) in respect of any one claim and shall supply to FLS a copy of each and every insurance policy effected hereunder and evidence that the premium relating to these insurances has been paid in full. The SACU will meet any self-insured retention in the event of any claim.
- 8.2 The SACU shall use its best endeavours to observe and perform all the warranties and conditions in such policies and shall ensure that all premiums are paid when due and the policies are maintained in full force and effect and the SACU undertakes not to do anything which may invalidate or render void, in whole or in part, the insurance policies required under **Clause 8.1**.
- 8.3 The SACU shall notify FLS on becoming aware of any occurrence which may give rise to a claim under one or more of the insurances referred to in **Clause 8.1** above by serving notice in writing on the relevant FLS Contact for the area in which the occurrence which may give rise to a claim has taken place (as set out at **Part 2 of the Schedule**) or on such other individual as FLS advises the SACU of in writing from time to time.
- 8.4 The SACU shall notify FLS immediately on becoming aware of any failure by any act or omission of the SACU to effect or maintain the insurances referred to in **Clause 8.1** above by serving notice in writing on FLS.

8.5 If the SACU fails by its own act or omission to effect or maintain any such insurance, regardless of whether the SACU complies with its obligation to inform FLS of its failure to do so pursuant to **Clause 8.4**, FLS may without prejudice to any other remedy in respect of such failure:

8.5.1 instruct the SACU that all Events to be held under this Agreement shall be suspended and the SACU must take all necessary steps to suspend such Events with immediate effect; and

8.5.2 take out such insurance as FLS may reasonably think necessary and recover from the SACU the amount of the premiums.

## 9 **PRE-EVENT RECONNAISSANCE**

9.1 FLS will consider requests for pre-Event reconnaissance (but not practice) by mutual consent (but FLS reserves the right to refuse any reconnaissance which FLS considers (acting reasonably) will cause disruption to any FLS activities or those of its tenants, contractors or other agreement holders).

9.2 Permission for pre-Event reconnaissance may be granted subject to the condition that FLS may impose any restrictions as are considered necessary, including speed restrictions.

## 10 **RESERVED RIGHTS**

10.1 For the avoidance of doubt, this Agreement does not confer rights on the SACU, the Registered Clubs or any other person associated with the Events:

10.1.1 to charge any fees to persons wishing access to FLS Land to view the Events (whether by way of entrance fees, car parking or otherwise), save to the extent permitted for a particular Event by the FLS Licence relating thereto;

10.1.2 to land helicopters on FLS Land other than the SACU's "official" helicopters comprising an air ambulance or safety helicopter;

10.1.3 to provide any sales outlets for the sale of refreshments, merchandise or any other items within the FLS Land, save to the extent permitted for a particular Event by the FLS Licence relating thereto;

10.1.4 to erect grandstands or other similar structures on FLS Land and operate hospitality, save to the extent permitted for a particular Event by the FLS Licence relating thereto;

10.2 Both parties understand and agree that no rights are granted under this Agreement with respect to trade mark(s), devices or insignia owned or controlled by the other party, and that all rights in and to such trade mark(s), devices or insignia are reserved exclusively to the party who owns them.

10.3 The grant of any of the rights referred to in this **Clause 10** will be subject to a separate agreement between FLS, and the party seeking such grant and all legal fees, expenses and Value Added Tax incurred by FLS in preparing and negotiating such an agreement shall be paid by the party seeking such grant.

## 11 **MEDIA RIGHTS**

FLS hereby grants the SACU the media rights set out in **Part 4** of the **Schedule** subject always to the terms and conditions contained therein.

## 12 **ALTERNATIVE DISPUTE RESOLUTION**

12.1 If a dispute arises out of or in connection with this agreement, then the parties shall follow the procedure below:

- 12.1.1 Either party shall give to the other written notice of a dispute.
- 12.1.2 Resolution shall be attempted at the local level (by region, as the FLS forest regions are set out in **Part 2 of the Schedule**).
- 12.1.3 If the dispute cannot be resolved locally after 30 days of written notice being given, then the CEO or other similar high-level manager ("**Executive**") of each party shall attempt to resolve the dispute. If the Executives are unable to resolve the dispute in 30 days, then the parties shall attempt mediation in good faith with the Scottish Branch of the Royal Institution of Chartered Surveyors Dispute Resolution Services.
- 12.1.4 Neither party shall commence any court proceedings until the parties have attempted to settle the dispute through resolution and mediation, unless the parties can show the right to issue proceedings would be prejudiced by such delay.

### 13 **TERMINATION**

- 13.1 This Agreement shall terminate at the expiry of the Term unless the parties terminate as otherwise outlined expressly within this **Clause 13** and/or **Clause 6.4**, but such termination shall be without prejudice to any provision clearly intended to operate thereafter.
- 13.2 Without prejudice to **Clause 19** and, in addition to any rights and remedies at law either party may, by giving written notice to the other party, terminate this Agreement on the following grounds:
  - 13.2.1 by giving 12 months' notice in writing to the other party;
  - 13.2.2 where either party has failed to account or make payments as required under this Agreement;
  - 13.2.3 where either party has committed a serious breach of its obligations under this Agreement unless such party rectifies the position, as far as reasonably possible, within 30 days;
  - 13.2.4 where either party goes into voluntary or involuntary liquidation;
  - 13.2.5 where either party is declared insolvent either in bankruptcy proceedings or other legal proceedings;
  - 13.2.6 where an agreement with creditors has been reached by either party due to its failure or inability to pay its debts as they fall due; or
  - 13.2.7 where a receiver is appointed over the whole or part of either party's business.
- 13.3 Termination in accordance with this **Clause 13** shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 13.4 If this Agreement is terminated in accordance with **Clause 13.2.1**, then any FLS Licence granted by FLS to any Registered Clubs in relation to an Event scheduled to occur after the date of termination will not be regulated by this Agreement and, in particular, will not be covered by any insurance effected by the SACU in accordance with this Agreement.

### 14 **ASSIGNATION**

Neither party shall be entitled to assign, licence or sub-licence any or all of its rights or obligations under this Agreement without first receiving the other party's prior written permission to do so

### 15 **FORCE MAJEURE**

In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, floods, epidemic

or pandemic, drought, fire, civil war, riots, threat of or preparation for war, Acts of God, any law or action taken by a government or public authority, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Agreement. In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond either party's reasonable control for a continuous period of six months then either party may, at its discretion, terminate this Agreement by notice in writing at the end of that period.

## 16 NOTICES

- 16.1 Any notices to be served by any party under this Agreement on any other party pursuant to the provisions of this Agreement shall be in writing and either hand delivered or sent by first class recorded delivery post, email, or fax. Any notice hand delivered must be acknowledged or receipted by the receiving party. Any notice sent by first class recorded delivery post shall be deemed to have been duly served at the expiry of forty eight hours after the time of posting (excluding weekends and public statutory holidays). Any notice sent by fax shall be deemed to have been made on the day of transmission if transmitted before 4 p.m. on a Working Day but otherwise on the next following Working Day. Any notice sent by email shall be deemed to have been received on the day of transmission if transmitted before 5 p.m. on a Working Day, but otherwise on the next following Working Day, provided there is no failure message. Any notice sent by email will not be considered valid notice for purposes of this Agreement unless a copy of the notice has been sent concurrently via first class recorded delivery post.
- 16.2 In the case of FLS, such notices shall be sent or delivered to FLS at the Address for Notices.
- 16.3 In the case of the SACU, such notices shall be sufficiently served if sent or delivered to its registered office.

## 17 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 17.1 The parties acknowledge that FLS is subject to the requirements of the Freedom of Information (Scotland) Act 2002 (the "2002 Act") and any statutory amendment thereof or provision pursuant thereto and the Environmental Information (Scotland) Regulations 2004 (the "Regulations") and all statutory amendments thereof or provisions made pursuant thereto and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation/regulations and the SACU shall, subject to the terms of **Clause 17.2** below, assist and co-operate with FLS to enable FLS to comply with its information disclosure requirements insofar as relating to this Agreement.
- 17.2 FLS shall be responsible for determining in its absolute discretion and notwithstanding any other provision of this Agreement whether any Information (having the meaning ascribed thereto under Section 73 of the 2002 Act) is exempt from disclosure in accordance with the provisions of the 2002 Act or the Regulations. The SACU acknowledges that FLS may be obliged under the 2002 Act and the Regulations to disclose Information in certain circumstances (a) without consulting with the SACU or (b) following consultation with the SACU and having taken its views into account; PROVIDED always that where sub clause (b) applies FLS shall take reasonable steps where appropriate to give the SACU advance notice, or failing that, to draw the disclosure to the SACU's attention as soon as reasonably practicable after any such disclosure.

## 18 DATA PROTECTION

- 18.1 In this clause the following words and expressions shall have the meanings respectively ascribed to them:

**"Data Protection Legislation"** means the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 as such legislation is in force from time to time and all other applicable laws and regulations relating to the Processing of Personal Data and privacy, including the guidance and codes of practice issued by the Information Commissioner's Office or relevant Government department in relation to such legislation;

**"Personal Data"** has the meaning set out in the Data Protection Legislation; and

"Processing" has the meaning set out in the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing.

18.2 Both FLS and the SACU will duly observe all their respective obligations under the Data Protection Legislation, which arise in connection with this Agreement.

## 19 ANTI BRIBERY

19.1 Either of the parties shall be entitled to terminate this Agreement and to recover from the other party (known as the "Guilty Party") the amount of any loss or damage resulting from such termination if:

19.1.1 the Guilty Party shall have offered, or given, or agreed to give to any person, any gift, consideration, inducement or award of any kind for doing or not doing any action in relation to this Agreement or any other agreement entered into in terms of the provisions of this Agreement (including an FLS Licence); or

19.1.2 like acts have been done by any person employed by the Guilty Party or acting on the Guilty Party's behalf (whether with or without the knowledge of the Guilty Party); or

19.1.3 in relation to this Agreement or any other agreement entered into between the parties in accordance with the terms of the provisions of this Agreement (including an FLS Licence), the Guilty Party, or persons employed by the Guilty Party or acting on behalf of the Guilty Party shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 or have given any fee or reward, the receipt of which is an offence under any legislation pertaining to any statutory authority.

## 20 GENERAL

20.1 The clause headings in this Agreement are for ease of reference only and shall not affect its construction.

20.2 This Agreement contains a complete understanding between the parties and supersedes all prior agreements between the parties and/or their statutory predecessors and understandings whether written or oral pertaining thereto and cannot be modified except by written instrument signed by both parties hereto.

20.3 This Agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Agreement.

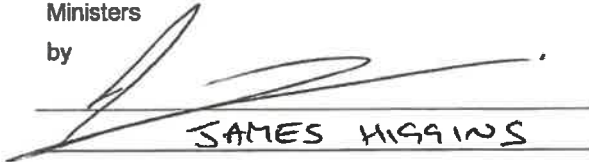
20.4 If any provision of this Agreement shall be prohibited by or adjudged by a Court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective so far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

20.5 Nothing contained in this Agreement shall or shall be deemed to constitute a partnership or a joint venture or contract of employment between the parties.

20.6 The parties submit to the exclusive jurisdiction of the Scottish Courts and agree that this Agreement shall be governed by and construed in accordance with the laws of Scotland: **IN WITNESS WHEREOF** these presents consisting of this and the 12 preceding pages together with the Schedule are executed as follows:

Subscribed for and on behalf of The Scottish Ministers

by

  
\_\_\_\_\_

Authorised Signatory

Full Name of Signatory (Please Print)

JAMES HIGGINS

at GREAT GLEN HOUSE, LEACHKIN ROAD, INVERNESS, IV3 8NW

on 22<sup>nd</sup> DECEMBER 2022

before

  
\_\_\_\_\_

Witness (Signature)

Witness Name (Please Print)

STEPHEN HUDSON

Great Glen House, Leachkin Rd

Witness Address

Inverness, IV3 8NW

Subscribed for and on behalf of Scottish Auto-Cycle Union Limited

by

  
\_\_\_\_\_

\*Authorised Signatory/Director/Company Secretary

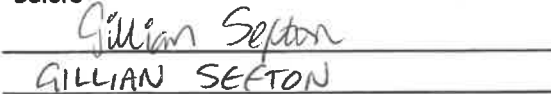
Full Name of Signatory (Please Print)

ALEXANDER MACK

at SACU LTD., 28 WEST MAIN STREET, UPHALL, EH52 5DW

on 11<sup>th</sup> JANUARY 2023

before

  
\_\_\_\_\_

Witness (Signature)

Witness Name (Please Print)

GILLIAN SEATON

SACU LTD., 28 WEST MAIN

Witness Address

STREET, UPHALL, EH52 5DW

\*Please delete as applicable

**This is the Schedule referred to in the foregoing Agreement between The Scottish Ministers (acting through Forestry and Land Scotland) and Scottish Auto-Cycle Union Limited**

**Part 1 – Charging and Invoicing Arrangements**

Rate Scale to apply from 1 January 2022 to 31 December 2025 (inclusive).

**SACU rate card for events 2022/2025**

Event fees are not subject to VAT and include FLS' admin fee.

**What do these event fees include?**

- the event/race itself;
- an agreed number of participants;
- up to 5 named vehicles (if needed); there is no charge for safety/emergency vehicles.

**STEP 1. Motorbike event (SACU master agreement)**

These rates include car parking, unless there are car park ticket machines at the event site, in which case participants are asked to pay for tickets directly.

	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Event fee	£90	£95	£100	£105
<b>Enduro</b>				
Per participant, per day, adult	£4.75	£5.00	£5.25	£5.50
Per participant, per day, youth license (16/17 yrs)	£2.25	£2.50	£2.75	£3.00
<b>Trials</b>				
Per participant, per day, adult	£3.00	£3.50	£4.00	£4.50
Per participant, per day, youth license (16/17 yrs)	£2.00	£2.25	£2.50	£2.75

**STEP 2. Is the proposed location a 'premium site', on the date you propose?**

Discuss with FLS whether your proposed date/location will be subject to a premium, due to the additional pressures involved in managing these sites sustainably.

**Premium tier 1 (25% surcharge, year round):**

Sites with a wide range of facilities/user groups and/or sensitive environments:  
 Glentress Forest, Innerleithen Forest, areas of QEFP, Glenmore FP, Glen Affric Forest, Tentsmuir, Nevis Forest, Glencoe

**Premium tier 2 (10% surcharge, 25 March – 31 October)**

Sites with a medium range of facilities/user groups and/or sensitive environments:  
 East Loch Lomond-side, Roseisle, Queen's View, Bennachie, Cuningar Loop, Kirroughtree, Ae, Culbin

**Premium fees are not subject to VAT**



**STEP 3. Arriving at the total fee**

You'll be issued a quotation based on the information given in your completed Event Enquiry Form;

Basic event fee	(calculated in step 1)
+ premium (if relevant)	(step 2)
+ additional services/facilities (as agreed and in line with FLS's standard rate Card for additional services/facilities as published on FLS's website from time to time)	
=	
<b>TOTAL</b>	<b>(Step 3)</b>

## Part 2 – FLS Contacts

Region	Contact details	Region
East	<a href="mailto:enquiries.east@forestryandland.gov.scot">enquiries.east@forestryandland.gov.scot</a> Tel: 0300 067 6200	East
North	<a href="mailto:enquiries.north@forestryandland.gov.scot">enquiries.north@forestryandland.gov.scot</a> Tel: 0300 067 6100	North
Central	<a href="mailto:enquiries.central@forestryandland.gov.scot">enquiries.central@forestryandland.gov.scot</a> Tel: 0300 067 6600	Central
West	<a href="mailto:enquiries.west@forestryandland.gov.scot">enquiries.west@forestryandland.gov.scot</a> Tel: 0300 067 6650	West
South	<a href="mailto:enquiries.south@forestryandland.gov.scot">enquiries.south@forestryandland.gov.scot</a> Tel: 0300 067 6900	South

**Part 3 – FLS Licence**

Granted by:

**THE SCOTTISH MINISTERS**, acting through **Forestry and Land Scotland**, an executive agency established pursuant to the Forestry and Land Management (Scotland) Act 2018 and having a place of business at 1 Highlander Way, Inverness Business Park, Inverness IV2 7GB (hereinafter referred to as "FLS");

To:

..... (name of organisation, club or individual); of  
..... (address of organisation, club or individual)  
..... (the "Organiser")

Capitalised terms used, but not defined, in this Licence shall have the same meaning as in the Agreement between FLS and Scottish Auto-Cycle Union Limited (the "SACU") dated (the "Master Agreement"). Clause headings in this Licence are for ease of reference only and shall not affect its construction. References to the Schedule are to the schedule (in 4 parts) annexed to this Licence.

**1 EVENT DETAILS**

This Licence relates to the Event further described as follows:

Event: .....

*[Insert details of event, e.g. an Enduro event and/or Preparatory Session]*

Location(s): as detailed on the map forming **Part 1** of the **Schedule** attached hereto (the "Map");

For the avoidance of doubt, the Map shows the permitted routes for the Event and all other areas to be utilised by the Organiser in connection with the Event including:

- all car parking and viewing areas (and only those car parking and viewing areas shown on the attached map are permitted under this Licence);
- all routes to be used by spectators, if any (and only those spectator routes shown on the attached map are permitted under this Licence);
- spectator 'no-go' areas, if any spectators;
- significant man-made hazards such as overhead power lines and underground services, and significant natural hazards such as bodies of deep water and unfenced drops;
- all sites to be used for trade stands, catering outlets, car parks and toilets (and only those sites for trade stands, catering outlets, car parks and toilets shown on the attached map are permitted under this Licence).

The Map also shows all FLS authorised recreational facilities (such as car parks, walking paths, bridle paths and cycle routes) and indicates which areas of FLS Land (if any) are closed to the Organiser, participants in the Event and those members of the public given access to the Location by the Organiser (the "Closed Areas") and the Organiser hereby acknowledges and agrees that access to these areas is not permitted under this Licence.

Event Date(s): .....

Event Time(s): .....

Estimated number of participants: .....

## 2 LICENCE FEE

The Organiser will pay to Forestry and Land Scotland a fee of £ [ ] plus VAT for the grant of this Licence. Payment of this fee must be made in full within 14 days of demand.

## 3 GRANT OF PERMISSION

3.1 Subject to the Organiser's compliance with the terms of this Licence and the performance of its obligations hereunder, FLS hereby grants permission to the Organiser to organise the Event on FLS Land at the Location(s) and on the Date(s) and at the Event Time(s) specified in **Clause 1**.

3.2 If, in the reasonable opinion of FLS, FLS's tenants and/or landlords or other persons having an interest in the Location(s) (including, without limitation, all holders of contracts to provide services to FLS) are likely to be affected by the Event, FLS shall notify the Organiser of such not less than three months prior to the first Event Date. The Organiser shall (not less than 28 days prior to the first Event Date) give written notification to all such persons of the Event. In the event that FLS requires permission for the Event from any such person, FLS will use reasonable endeavours to obtain such permission at least one week in advance of the Event. In the event that such permission is refused within such time period, FLS may revoke any permission already granted, in which case **Clause 3.4.1** will apply.

3.3 FLS shall ensure that:

3.3.1 all relevant FLS staff are notified of the Event, the Event Date(s), the Event Time(s) and the Location(s) to be used for the Event; and

3.3.2 the Organiser is notified of any alterations made by FLS to the permitted routes for the Event and all other areas to be utilised by the Organiser in connection with the Event in the period between the issuing of this Licence and seven days prior to the Event. FLS recognises that the Safety Plan may have to be revised as a result of any changes made by FLS; and

3.3.3 the Organiser is informed in advance of any speed limits in force on any roads to be used during the Event;

3.4 FLS reserves the right to:

3.4.1 revoke permission for the use of any route, at any time by notice given to the Organiser in writing, and require the Event to be cancelled or rerouted. This right will be used only in exceptional circumstances and wherever possible FLS will make every effort to provide an alternative route. If any Event is cancelled because permission has been so revoked, then all Licence fees paid in advance by SACU or the Organiser shall be promptly refunded. No additional compensation will be paid by FLS to the Organiser or any other persons; and

3.4.2 deny access to FLS Land or any part thereof to any person or persons whatsoever whose presence whether during the Event or Preparatory Sessions or at any other time may, in FLS's reasonable opinion, be or become detrimental to FLS's reputation or commercial or financial interests or the interest of any of FLS's tenants and/or landlords or other persons having an interest in FLS Land.

## 4 DISPUTES

4.1 If a dispute arises out of or in connection with this agreement, then the parties shall follow the procedure below:

4.1.1 Either party shall give to the other written notice of a dispute.

- 4.1.2 Resolution shall be attempted at the local level (by region, as set out in Part 2 of the Schedule to the Master Agreement) in conjunction with SACU or their nominated representative.
- 4.1.3 If the dispute cannot be resolved locally after 30 days of written notice being given, then the CEO or other similar high-level manager ("Executive") of each party shall attempt to resolve the dispute. If the Executives are unable to resolve the dispute in 30 days, then the parties shall attempt mediation in good faith with the Scottish Branch of the Royal Institution of Chartered Surveyors Dispute Resolution Services.
- 4.1.4 Neither party shall commence any court proceedings until the parties have attempted to settle the dispute through resolution and mediation, unless the parties can show the right to issue proceedings would be prejudiced by such delay.

## 5 PRE-EVENT CHECKLIST

The day before the first Event Date, the Organiser shall complete and return to the FLS Representative (as detailed in **Clause 16.4.1**) a completed copy of the Pre-Event Checklist contained within **Part 3** of the **Schedule**. The Organiser acknowledges and agrees that failure to do so will entitle FLS to revoke this Licence.

## 6 HEALTH AND SAFETY

- 6.1 The Organiser acknowledges and agrees that on the Event Date(s) the Organiser shall have exclusive management and control of the Location(s).
- 6.2 The Organiser will be responsible for all spectator control (if relevant) associated with the Event including, without limitation, the movement of spectators to and from all Event viewing areas and control of spectators within all such viewing areas, with the exception of control of spectators in car parks specifically managed by FLS.
- 6.3 **Safety Plan**
  - 6.3.1 Not less than 6 weeks prior to the first Event Date, the Organiser shall prepare a Safety Plan for the Event.
  - 6.3.2 A draft of the Safety Plan will be submitted to the SACU and FLS at least 6 weeks before the Event. The Organiser acknowledges and agrees that failure to do so will render this Licence invalid.
  - 6.3.3 If FLS reasonably determines that the Organiser needs to improve safety, it shall notify the Organiser within 21 days of receipt of the Safety Plan. The Organiser shall also take all steps required by FLS to improve safety and shall complete the same prior to the first Event Date and the Organiser acknowledges and agrees that failure to do so will entitle FLS to revoke this Licence.
  - 6.3.4 The Organiser shall comply with the Safety Plan in all respects and agrees that failure to do so will entitle FLS to revoke this Licence.
- 6.4 Without prejudice to **Clause 5.3**, the Organiser shall take all reasonable measures to protect the safety of all Event participants, spectators and all others likely to be within the vicinity of the Event, including other users of the Location(s) and shall make all arrangements reasonably required including, without limitation:
  - 6.4.1 providing Event route signing;
  - 6.4.2 providing marshalling, security, signing and other reasonable measures as necessary to:
    - 6.4.2.1 warn the general public of the Event;
    - 6.4.2.2 ensure the safety of Event participants and spectators, if any;

- 6.4.2.3 control media access to the Event to ensure that media representatives remain within permitted areas and do not enter Closed Areas;
- 6.4.2.4 prevent the use of fireworks and the starting of fires or barbecues within or in the vicinity of FLS Land; and
- 6.4.2.5 prevent access to the Location(s) to people other than Event participants and spectators; if any
- 6.4.2.6 protect any equipment or structures on FLS Land;
- 6.4.3 checking of the Location(s) both before, during and after the Event;
- 6.4.4 making arrangements for first-aid provision and medical assistance at the Location(s);
- 6.4.5 providing all reasonable fire prevention and fire-fighting measures at the Location(s); reporting any hazards created or remaining following the Event to FLS;
- 6.4.6 liaising with the local police and emergency services, mountain rescue and other agencies where appropriate.

## 7 ORGANISER OBLIGATIONS

- 7.1 The Organiser will, immediately upon request from FLS to do so:
  - 7.1.1 eject or exclude (or procure the ejection or exclusion) from FLS Land any person or persons acting in any way, or any installation or material of any nature whatsoever, which, in the reasonable opinion of FLS, is or may be undesirable or illegal;
  - 7.1.2 procure cessation of any activity in any part or parts of the FLS Land used for the Event which in the reasonable opinion of FLS, is or may be undesirable or illegal; and
  - 7.1.3 not do or use or bring into the FLS Land or any part thereof or permit or suffer to be done or used in or brought into the FLS Land or any part thereof any act or thing which, in the reasonable opinion of FLS, is or may be undesirable or illegal.
- 7.2 The Organiser shall reinstate and make good at its sole cost and to FLS's reasonable satisfaction the Location(s) to the state they were in prior to the first Event Date. If the Location(s) are not so reinstated within seven Working Days of the conclusion of the Event, FLS reserves the right to undertake such work and charge the reasonable cost of same to the Organiser.
- 7.3 The Organiser will be responsible for and shall bear the full cost of:
  - 7.3.1 all necessary consents required to run the Event over land in respect of which access rights may be exercised pursuant to the Land Reform (Scotland) Act 2003 (as amended, extended, consolidated or replaced from time to time) or over public rights of way;
  - 7.3.2 compliance with any regulations and legislation affecting the Event and the health and safety of all competitors, officials and staff involved in each Event and all others permitted access to the Location(s) under this Licence (the "Attendees") including, without limitation, national and local laws, regulations, codes of practice, guidance notes and the like issued by statutory or trade bodies in the United Kingdom and any statute, regulation, statutory instrument or legislative provision which amends, extends, consolidates or replaces same from time to time (or shall have done so) and any other regulation, statutory instrument or subordinate legislation made thereunder or pursuant thereto concerning the health, safety, training and competence of the Attendees within FLS Land.

- 7.4 No artificial hazards or chicanes will be constructed or placed on FLS Land without the prior written consent of FLS. The Organiser will, immediately after each Event, reinstate and make good at its sole cost and to FLS's satisfaction, or at the option of FLS pay the reasonable cost of reinstating and making good, those parts of FLS Land upon which artificial hazards or chicanes have been constructed or placed. They should be included in the Map and Safety Plan as the event is planned.
- 7.5 Without prejudice to the generality of **Clause 7.3.2**, the Organiser will ensure that all necessary control measures are available on site to prevent and/or remedy any Pollution Incidents arising directly or indirectly out of the exercise of the rights granted to the Organiser under this Licence.
- 7.6 Without prejudice to the generality of **Clause 7.3.2**, the Organiser shall ensure that:
- 7.6.1 there is no lighting of fires on FLS Land;
  - 7.6.2 no fireworks are used within or in the vicinity of FLS Land;
  - 7.6.3 all gates are left in the same position as found;
  - 7.6.4 reasonable care is taken to prevent disturbance to wild fauna and flora and to agricultural livestock;
  - 7.6.5 sufficient litter receptacles are provided and that these are emptied regularly and that all litter is removed from FLS Land to an appropriate refuse collection centre (FLS reserves the right to make good any default in litter collection and removal and to recover costs from the Organiser);
  - 7.6.6 no caravans, tents, booths or stalls of any kind are erected on FLS Land except as expressly authorised under this Licence;
  - 7.6.7 nothing is sold, offered for sale or distributed on FLS Land except as expressly authorised under this Licence; and
  - 7.6.8 any instructions issued by the FLS Representative detailed in **Clause 16.4** or his/her authorised representative are complied with.
- 7.7 Without prejudice to the generality of **Clause 7.3.2**, the Organiser will ensure that all vehicles participating in any Event or Preparatory Session or otherwise using the roads or tracks on FLS's Land in relation to that Event or Preparatory Session at all times comply with the speed limits in place over such roads and tracks (save when the Event is underway and the road or track is in use competitively or by safety cars or by emergency vehicles). FLS reserves the right to:
- 7.7.1 install such traffic management restrictions as it shall require; and
  - 7.7.2 if any vehicle exceeds the speed limit set in respect of any road or track on FLS's Land (save when the Event is underway and the road or track is in use competitively or by safety cars or by emergency vehicles), impose a fine on the Organiser for such violation; and
  - 7.7.3 if a participant in the Event exceeds the speed limit set in respect of any roads or tracks on FLS's Land and FLS confirms to the Organiser that that individual has committed such a violation previously (whether before, during or after that same Event or any other Event during the Term), require the Organiser to immediately stop that individual participating in the Event.
- 7.8 The Organiser will be responsible for the provision, maintenance and cost of toilets and other facilities which may be required. The Organiser will be responsible for compliance with any regulations affecting the siting and management of such facilities.
- 7.9 The Organiser will promptly inform FLS of:

- 7.9.1 any complaint relating to an Event received by the Organiser from any third party; and
  - 7.9.2 any accident involving injury to participants, spectators or third parties or damage to FLS Land or property occurring during an Event or Preparatory Session on FLS Land or any other serious incident arising from the use of FLS Land.
- 7.10 The Organiser will provide or will procure that a report form is provided to FLS within 7 days of the end of each Event or Preparatory Session which contains a detailed record of any incidents that occurred at that Event or Preparatory Session and which the Organiser informed FLS of pursuant to **Clause 7.9.2**.
- 7.11 The Organiser shall accord FLS "Official Supplier" status in respect of the Event and shall accord FLS an attribution (in a form agreed between the parties) on all relevant event literature (including posters and programmes), the start/finish podiums, a banner on the flying banner service where available and a banner on any live stage and the display area at each Event HO. FLS hereby grants a limited licence to the Organiser for such attribution to use at the Events, including any marketing leading up to such Events subject to receiving FLS's prior written consent.
- 7.12 The Organiser shall take all reasonable measures both to manage the Event in a reasonably sustainable manner and also to minimise (and where possible avoid) impact on the environment. Without prejudice to the foregoing generality, the Organiser shall work with FLS to minimise so far as is reasonable the impact of motorcycles on FLS Land, and shall adopt sustainable solutions for disposal of litter and waste, catering and all other aspects of management of the Event and exploitation of any commercial rights granted hereunder.
- 7.13 Without prejudice to the terms of **Clause 7.3.1**, if any land on which it is proposed that the Event takes place is land in respect of which "access rights" may be exercised pursuant to the Land Reform (Scotland) Act 2003, the Organiser will use reasonable endeavours to secure all such restrictions or exclusions of access to such land which are considered necessary for the operation of the Event. This includes the securing of a Section 11 closure (including the closure of core paths) under the provisions of the Land Reform (Scotland) Act 2003. If restrictions or exclusions to public access to such land are refused, this refusal shall be considered an operational constraint and FLS shall be entitled to require the Event to be re-routed or cancelled.

## 8 CANCELLATION BY FLS

- 8.1 FLS shall be entitled to immediately stop and/or cancel and/or postpone and/or re-route any Event at any time in the following circumstances:
- 8.1.1 If there is a failure by the Organiser to comply with the Safety Plan for the Event (for instance, with respect to the number of marshals or their training);
  - 8.1.2 If there is any other situation as a result of which FLS, acting reasonably, deems it necessary for the Event to be stopped and/or cancelled and/or postponed and/or rerouted in order to avoid damage to part of FLS's Land (including forest roads) or to some part of the natural habitat or to any plant or animal that is found on FLS's Land; or
  - 8.1.3 If the Master Agreement is terminated for any reason.
- 8.2 In addition, this Licence will automatically terminate if the SACU fails to effect and maintain insurance in accordance with clause 8.1 of the Master Agreement.

## 9 COMMERCIAL RIGHTS

FLS may charge for commercial stands, trade stands, catering outlets, grandstands, corporate hospitality or car parks sited on FLS Land. However, the Organiser must inform the MLO in advance of any commercial stands planned for the event and their location, as part of the event and spectator safety planning process, and in accordance with this Licence.



A separate arrangement may apply to extraordinary events (e.g. international championships).

## 10 RESERVED RIGHTS

10.1 Except as otherwise permitted pursuant to **Clause 9** of this Licence, for the avoidance of doubt this Licence does not confer rights on the Organiser or any other person associated with the Event:

10.1.1 to charge any fees to persons wishing access to FLS Land to view the Event (whether by way of entrance fees, car parking or otherwise)

10.1.2 to provide any sales outlets for the sale of refreshments, merchandise or any other items within FLS Land

10.1.3 to erect grandstands or other similar structures on FLS Land and/or to operate corporate hospitality facilities

10.1.4 to film, photograph or record the Event on FLS Land or to sub-licence any third party to do so, save to the extent licensed by the SACU and subject to the terms, conditions and restrictions which apply to the rights granted to the SACU;

10.1.5 to use studded tyres on FLS Land;

10.1.6 to land helicopters on FLS Land other than "official" helicopters comprising an air ambulance without the express permission of FLS.

10.1.7 to offer corporate hospitality facilities.

## 11 LIABILITY AND INDEMNITY

11.1 Subject to **Clause 11.3**, the Organiser's total liability to FLS shall not exceed the Insured Amount.

11.2 Subject to **Clause 11.3**, the Organiser shall not be liable to FLS for any loss of profits, loss of contracts, loss of or damage to goodwill, or any other indirect or consequential loss.

11.3 Neither party may benefit from the limitations set out in this clause in respect of any liability arising from deliberate default, or which cannot be legally limited, including liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation.

11.4 Except to the extent that FLS is negligent, the Organiser shall procure that FLS is indemnified from and against any liability, loss, damage, claims, costs, expenses or proceedings whether arising under statute or common law sustained by FLS in consequence of (i) personal injury (and/or death) of any person or (ii) loss or damage to property (other than to the roads or tracks on FLS Land to the extent used in the Event) if and to the extent that such injury or damage is connected with, arises out of or is caused by the Organiser's negligence, omission, default or breach of this Licence or the negligence, omission, default or breach of any person for whom the Organiser is responsible in law, provided that the Organiser's liability under this **Clause 11** for loss or damage to property shall not exceed the Insured Amount (or such higher figure as may from time to time be required by FLS (acting reasonably) or specified in the SACU's insurance underwriters) in respect of any one claim.

## 12 EVENT SPECIFIC REQUIREMENTS

The Organiser shall comply with the further obligations and requirements (if any) set out in **Part 4** of the **Schedule**.

## 13 FREEDOM OF INFORMATION

13.1 The parties acknowledge that FLS is subject to the requirements of the Freedom of Information (Scotland) Act 2002 (the "**2002 Act**") and any statutory amendment thereof or

provision pursuant thereto and the Environmental Information (Scotland) Regulations 2004 (the "**Regulations**") and all statutory amendments thereof or provisions made pursuant thereto and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation/regulations and the Organiser shall, subject to the terms of **Clause 13.2** below, assist and co-operate with FLS to enable FLS to comply with its information disclosure requirements insofar as relating to this Licence.

- 13.2 FLS shall be responsible for determining in its absolute discretion and notwithstanding any other provision of this Licence whether any Information (having the meaning ascribed thereto under Section 73 of the 2002 Act) is exempt from disclosure in accordance with the provisions of the 2002 Act or the Regulations. The Organiser acknowledges that FLS may be obliged under the 2002 Act and the Regulations to disclose information in certain circumstances (a) without consulting with the Organiser or (b) following consultation with the Organiser and having taken its views into account; PROVIDED always that where sub clause (b) applies FLS shall take reasonable steps where appropriate to give the Organiser advance notice, or failing that, to draw the disclosure to the Organiser's attention as soon as reasonably practicable after any such disclosure.

#### 14 **DATA PROTECTION**

- 14.1 In this clause the following words and expressions shall have the meanings respectively ascribed to them:

"**Data Protection Legislation**" means the Data Protection Act 2018 as such legislation is in force from time to time and all other applicable laws and regulations relating to the Processing of Personal Data and privacy, including the guidance and codes of practice issued by the Information Commissioner's Office or relevant Government department in relation to such legislation;

"**Personal Data**" has the meaning set out in the Data Protection Legislation; and

"**Processing**" has the meaning set out in the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing.

- 14.2 Both FLS and the Organiser will duly observe all their respective obligations under the Data Protection Legislation, which arise in connection with this Licence.

#### 15 **ANTI BRIBERY**

- 15.1 Either of the parties shall be entitled to terminate this Licence and to recover from the other party (known as the "**Guilty Party**") the amount of any loss or damage resulting from such termination if:

15.1.1 the Guilty Party shall have offered, or given, or agreed to give to any person, any gift, consideration, inducement or award of any kind for doing or not doing any action in relation to this Licence or any other agreement entered into in terms of the provisions of this Licence; or

15.1.2 like acts have been done by any person employed by the Guilty Party or acting on the Guilty Party's behalf (whether with or without the knowledge of the Guilty Party); or

15.1.3 in relation to this Licence or any other agreement entered into between the parties in accordance with the terms of the provisions of this Licence, the Guilty Party, or persons employed by the Guilty Party or acting on behalf of the Guilty Party shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 or have given any fee or reward, the receipt of which is an offence under any legislation pertaining to any statutory authority.

**16 GENERAL**

16.1 The Organiser shall not be entitled to assign, licence or sub-licence any or all of its rights or obligations under this Licence.

16.2 Any notice or other communication required to be given or made under this Licence shall be made in writing and served upon the parties at their respective addresses set out herein (or at such other addresses as the parties may notify to the other) by first class post, recorded delivery, electronic communications or by facsimile and shall be deemed to have been given in the case of first class post and recorded delivery 48 hours after posting and in the case of personal delivery, electronic communications or facsimile when received.

16.3 A copy of this Licence will be submitted by FLS to the SACU.

16.4 For the purposes of this Licence:

16.4.1 the FLS Representative is: ..... [insert name] (Contact telephone number: ..... and contact address: .....);

16.4.2 the representative of the Organiser is: ..... [insert name] (Contact telephone number: ..... and contact address: .....).

16.5 This Licence does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Licence.

16.6 This Licence shall be governed by and construed in accordance with the laws of Scotland.

.....

Agreed and accepted: .....

for and on behalf of FLS  
(Regional Office)

for and on behalf of the Organiser

Date:.....

Date: .....

[PRINT TWO COPIES, BOTH PARTIES SIGN EACH COPY, ONE TO BE RETAINED BY FLS, ONE TO BE RETAINED BY THE ORGANISER]

**This is the SCHEDULE (consisting of Part 1, Part 2, Part 3 and Part 4) referred to in the foregoing Licence granted by FLS to the Organiser.**

**Licence Schedule**

**Part 1**

[attach map of Location(s)]

**Licence Schedule**

**Part 2**

Not applicable

**Licence Schedule**

**Part 3 – Pre-Event Checklist**

To: ..... [FLS Representative]  
..... [Address of FLS Representative]  
.....

From: ..... [The Organiser]  
..... [Address of the Organiser]  
.....

Location(s): as detailed on the map forming Part 1 of the Schedule attached to the FLS Licence (as defined below);

Event: ..... [e.g.: a motorcycle Enduro Event];

Event Date(s): .....

Dear Sir,

Capitalised terms used, but not defined, in this Pre-Event Checklist shall have the same meaning as in the FLS Licence relating to the Event granted by FLS in favour of the Organiser and dated: ..... [insert date of FLS Licence] ("the FLS Licence").

I hereby confirm that:

I am an authorised signatory of the Organiser;

I have inspected the Location(s) on behalf of the Organiser and I accept that they are suitable for the purpose of hosting the Event;

the Organiser shall abide by the terms of the FLS Licence relating to the Event granted by FLS and, without prejudice to the generality of the foregoing, I further confirm that the Organiser has taken all steps required by the SACU to identify all potential hazards, to assess the risks posed by such hazards and to remove or reduce the risk posed by such hazards to ensure compliance with all relevant health and safety legislation, regulations, codes of practice guidance notes and the like in force at the time of the Event including providing FLS and the SACU with the Safety Plan and Incident Management Plan for the Event;

the Organiser shall have exclusive management and control of the Location(s) on the Event Dates and I hereby acknowledge that responsibility for the Event and for the health and safety of all Attendees within the Location(s) passes to the Organiser for the duration of the Event.

Signed: .....

Full Name: .....

Date: .....

**Licence Schedule**

**Part 4**

**Event Specific Requirements**

*[Insert any Event specific provisions that FLS may in its absolute discretion require. If none, insert 'None'.]*

## Part 4 – Media Rights

1

- 1.1 FLS grants the SACU the right to film, photograph or record any Event organised and operated on FLS Land and to license to any third party (including a Registered Club), with the prior approval of FLS (which will not be unreasonably withheld), the right to do so under and subject to compliance by such third party with the terms and conditions set out in this Agreement PROVIDED ALWAYS that the material filmed, photographed or recorded pursuant to this Agreement may be broadcast live, subject always to at least a five second delay, and may be exploited only within:
- 1.1.1 television and radio programmes broadcast in Great Britain and/or Northern Ireland, for the purpose of news coverage;
  - 1.1.2 terrestrial (including digital freeview) or cable television motor or sports programmes (excluding pay per view) broadcast in Great Britain and/or Northern Ireland;
  - 1.1.3 with the prior approval of FLS, satellite motor or sports programmes (excluding pay per view);
  - 1.1.4 coverage of Events by radio;
  - 1.1.5 print media (excluding electronic newspapers and periodicals primarily available via the internet or world wide web).
- 1.2 The SACU will nominate an authorised person who will liaise with FLS in respect of locations, access and the numbers of personnel accredited by the SACU for filming, media and broadcasting purposes and who are to be provided with access to FLS Land. No special viewing positions will be provided to media personnel during the Event. Spectator no-go areas are also no-go areas for media personnel.
- 1.3 The SACU will ensure that no vehicles owned by filming, media and broadcasting personnel may enter FLS Land without the prior written authority of FLS who will specify which access routes may be used.
- 1.4 In the event of the SACU granting any third party rights pursuant to **paragraph 1.1** of this Part of the **Schedule**, the SACU undertakes to procure that those granted such rights will immediately effect and maintain with reputable insurance underwriters an insurance policy covering such risks as normally insured by prudent film, press and broadcasting operators.
- 1.5 For the avoidance of doubt this Agreement does not confer on the SACU or its licensees the right to develop prepare, reproduce, publish and sell, to distribute, transmit, download or otherwise make available electronic games software utilising recorded material derived from the Event or any part thereof on any platform or operating system.
- 1.6 The SACU undertakes to respect, and procure all those to whom it grants permission to film, photograph, broadcast, record or report upon Events, to respect FLS's continued use and occupation of FLS Land.



**Part 5 – Event Enquiry Form**



## EEF – EVENT ENQUIRY FORM

This is the first stage in the FLS event planning process, enabling us to check our calendar for possible clashes with existing events or operations.

**Sections 1-3 are mandatory (if not relevant to your event, mark as n/a).**

Sections 4 & 5 may additionally apply to cycling/MTB events.

If your enquiry is received too late (see [planning timelines](#)), we will ask you to resubmit it with a different date. Here's a [checklist](#) of documentation/actions and [some tips](#).

### 1. About your event – basic information

**a. Name of your event:**

Click or tap here to enter text.

**b. Preferred date and time (clearly state details of setup & breakdown, as well as the actual event):**

Click or tap here to enter text.

**c. Estimated number of people (participants, competitors, spectators, marshals, others) involved, per day. If relevant, include breakdown of adults/juniors:**

Click or tap here to enter text.

**d. Preferred location:**

A map of Scotland's national forests and land is found [here](#) (you may wish to check your location, then screenshot it and mark it up to send with your application). **Events such as walks, runs or cycle events will need a detailed map of the routes and/or trails you'd like to use.** Please include a **detailed map** with the area and route clearly marked on it, in the image box below or attached to your email to the [relevant regional office](#).

Click or tap here to enter text.

**e. Type of event (select from list):** Choose an item. If 'other', explain here Click or tap here to enter text.

### 2. About your event – in detail

**a. About your event (as much information as possible):**

Click or tap here to enter text.

**b. If your event has a ticket price/event fee, provide details (adult, concession, family etc):**

Click or tap here to enter text.

**c. Increasing diversity and reducing inequality: provide information on any specific measures you have in place (e.g. do you have an equalities/social responsibility policy):**

Click or tap here to enter text.

**d. Green initiatives/carbon reduction: provide information on any specific measures you have in place:**

Click or tap here to enter text.

**e. Are you using our car park? Estimate how many spaces you'll use/if you'll use the whole car park:**

Click or tap here to enter text.

**f. Will you need to bring in/erect any infrastructure/equipment (e.g. marquees, portaloos, food trucks, inflatables, gazebos)? As much detail as possible: dates, locations, dimensions etc.**

Click or tap here to enter text.

**g. Provide details of any music (including licensing), sound, light, heat-emitting equipment:**

Click or tap here to enter text.

**h. Is this a new or repeat event? Let us know where and when you've run this event before:**

Click or tap here to enter text.

**i. Which, if any, sports governing body will be licensing/sanctioning/permitting your event? OR Provide evidence of/plans for your event's insurances:**

Click or tap here to enter text.

**If yours is a MTB/cycling event which is not run under a Scottish/British Cycling permit, you must also submit an additional form ([see next page](#)).**

**j. Will you need vehicle access beyond car parks or gates, pre/post/during your event? Provide details: dates, times, locations, dimensions/weight of vehicles (if not a car):**

Click or tap here to enter text.

**k. Will filming or photography be taking place at your event? If so, please follow the [filming guidance on our website](#).**

### **3. About you**

Contact name/s:	Click or tap here to enter text.
Company name:	Click or tap here to enter text.
Telephone number:	Click or tap here to enter text.
Email address:	Click or tap here to enter text.
Address & postcode:	Click or tap here to enter text.
Type of organisation:	Click or tap here to enter text.

**\*\*\* End of general form – cycling/MTB specific information follows \*\*\***

#### **4. Use of 'unauthorised trails' for events (extract from Scottish Cycling appendix)**

The National Access Forum launched the Unauthorised Trails Guidance in November 2018. A key aspect of the new guidance was to suggest ways by which mountain bikers can support landowners to manage the unauthorised trail network. One of these models is for landowners and land managers to work with volunteer trail builders or organised groups (third parties), such as trails associations, to support the management of the trails. FLS has limited resources to manage these trail types, nor does FLS' income from events or any other sources support the management of these trails.

If an event organiser wishes to use such a trail for an event, the guidance recommends that there should be a 3-way discussion between the landowner, third party and the event organiser to agree the suitability of the trail, the work required pre- and post-event, and the level of ongoing communication between the three parties. As the third party does not own the trail, any final decision regarding the use of the trail sits with the landowner (FLS).

There is no requirement within the guidance for an event organiser to financially recompense third parties for use of trails, however agreements should be reached between event organisers and third parties, to take account of the impact of the event on the volunteer-managed trails and the work required pre-and post-event. The detail of any agreement is a matter for Trail Association and event organiser acting reasonably.

Where there is an agreement between FLS and a trail association for the management of specific unauthorised trails, FLS is unlikely to give permission for an event if an event organiser does not agree to make a fair contribution (financial or otherwise, as negotiated between the organiser and the association) to the association, for the use of these trails for their event. This approach aims to recognise the hard work put in by the mountain bike volunteer community.

#### **5. ONLY for MTB/cycling events not run under a Scottish/British Cycling permit**

##### **a. COURSE DESIGN**

**You must name a suitably-qualified course designer, if you have requested to use trails which are:**

- not on the current formal network; &/or
- new for this event; &/or
- existing trails, not used in the direction for which they were designed.

This requires the course designer to take responsibility for declaring the event course appropriately designed and safe for the use intended during the event, including spectator and competitor safety.

Course designers will be liable under Civil law for the design of the course, including event competitors' safety. A course designer must be able to demonstrate they have the health and safety skills, knowledge and experience.

**A course designer is an organisation or individual who is involved in preparing or modifying designs for the trail, or arranging for, or instructing, others to do this.**

Designs include drawings, design details, specifications, bills of quantity and design calculations. Adaptation/modification of an existing trail, vegetation management or deciding where to put safety padding on a route all count as designer duties. A designer's decisions can affect the health and safety of all those involved in constructing a trail and those who use, maintain, refurbish and eventually demolish it.

A course designer must be able to demonstrate they have health and safety skills knowledge and experience in relation to being a trail designer.

### **COURSE DESIGNER DETAILS**

NAME: Click or tap here to enter text.

Tel & email: Click or tap here to enter text.

Competencies &/or relevant qualifications: Click or tap here to enter text.

### **b. DETAILED EVENT INFORMATION**

Access requirements or set up & take down: Click or tap here to enter text.

First aid cover & emergency planning details: Click or tap here to enter text.

**NOTE: You must include first aid arrangements for any practice days  
NO FIRST AID COVER FOR PRACTICE DAY MEANS NO PRACTICE DAY**

### **c. INSURANCE**

Event certificate/s of insurance must cover all aspects of the event: for participants, spectators and designer's construction of the event trails, including set up and take down of event course.

EVENT CERTIFICATES OF INSURANCE PROVIDED Choose an item.

(If other: Click or tap here to enter text.)

### **d. COURSE DETAILS**

EVENT TRAILS/COURSE MAPS PROVIDED Choose an item.

(If other: Click or tap here to enter text.)

Existing event trails to be used (comments and observations by course designer &/or event organiser). You may refer to the main Event Enquiry Form Section 1, if you've provided detailed information there:

Click or tap here to enter text.

### **NOTES ON LOCATIONS**

FLS will only consider locations where there are known old/historical event trails or a recent, previous permission has already been granted on the trail. No new 'wild trails' will be approved for events.

FLS will agree internally forests or sections of forests where, if permitted, enduro trail mountain bike events can take place. Possible locations could be in forests that do not contain visitor centres or any formal way marked trails.

Soils, drainage and tree stability are important factors in considering suitable areas. The type of ridden-in event trails requested for construction and use require reasonable ground conditions/well-drained soils to be sustainable.

\*\*\*

**FLS INTERNAL USE ONLY**

FLS staff comments on proposed trail locations: [Click or tap here to enter text.](#)

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.