

## Working Procedures for timber sales contracts

### Application

1. This is version 0.1 of these procedures and where they are referenced in version 0.1 of the terms and conditions of Forestry England's sales contracts for 'Forest Products' and for 'Standing Trees and Other Products to be Harvested', these procedures are incorporated into those terms and conditions.
2. These procedures apply to contracts for the sale of all forestry Products whether they are standing trees, roundwood or other Products (such as biomass, fibre or residues), except where Forestry England has agreed to deliver the Products to Your premises in accordance with the Contract.
3. Nothing in these procedures can or is intended to change or affect the provisions in the sales Contracts. These procedures set out, for the avoidance of doubt, how certain Contract provisions are to be implemented.
4. "You" (and other terms used in this document) are as defined herein or in the Contract.
5. The standard terms and conditions for timber sales contracts along with these procedures and other incorporated documents and information are held on Forestry England's Contract Documents Webpage at <https://www.forestryengland.uk/timber/contract-documents>

### Contractual requirements

6. You must follow Forestry England's Working Procedures to comply with the Contract. The Working Procedures govern Your conduct while working on Forestry England Land and set out Forestry England's expectations of how you will work, including specific things that You will or will not do. Breach of the working Procedures will be managed in accordance with the Contract.
7. Where a remedy is available for a breach of these Working Procedures, Forestry England will notify You and give You a reasonable timescale to perform the remedy. The remedy will be at Your cost. Where, in an emergency, Forestry England needs to intervene to provide supervision of Your work or perform a remedy to Your breach of Contract You will be required to pay Forestry England's additional costs and expenses for doing so.
8. Forestry England's Contract is with You and You are responsible for the action, omissions, behaviour and conduct of the people You use or employ to perform the Contract. Repeated failure to follow the Working Procedures or to remedy a breach will result in termination of Your Contracts.
9. Forestry England may in accordance with the Contract veto Your use of any operator or Forestry Works Manager (FWM) who fails to follow these Working Procedures.

## Working procedures

### Duties, powers and Byelaws

10. You shall have regard at all times to the Forestry Commission's powers and duties under the Forestry Act 1967 as amended from time to time and other applicable legislation including without limitation the National Parks and Access to the Countryside Act 1959 and the Countryside Act 1968 and any relevant Local Acts and in particular without limitation the Forestry Commission's duty in respect of the conservation and enhancement of natural beauty, the conservation of flora and fauna and geological or physiographical features of special interest, the protection against pollution of any water (including groundwater) and the Forestry Commission's duty to provide or assist in the provision of tourist, recreational or sporting facilities.
11. You shall always comply with the Forestry Commission Byelaws 1982 or such other byelaws as may from time to time be in force on Forestry England Land.

### Conduct

12. You shall always conduct the Work in a manner that does not cause nuisance of harm or risk of harm to others using the forest.
13. You will always act, behave and speak in a reasonable manner to others using the forest.
14. Where another person deliberately or otherwise puts themselves clearly at risk or potentially at risk of harm from Your work, You shall immediately cease the work until the person is no longer at risk. This includes removal of the Products at the Stacking Sites and the Authorised Access Routes.

### Chainsaws

15. Chainsaws shall not be brought onto Forestry England land unless they are specifically required to undertake a task that is part of the working method notified to Forestry England in the Pre-Commencement forms (on the Contract Documents Webpage).
16. Forestry England may restrict or prohibit the use of chainsaws or any other machines on Forestry England Land at times when it might represent a nuisance to the general public or to neighbours. Any such constraint will be noted in the Lot Information and Conditions and You must abide by Forestry England's direction.
17. Chainsaw operators shall not work on Forestry England Land unless the individuals have first been notified to Forestry England on the Pre-Commencement forms on the Contract Documents Webpage (or otherwise notified in writing when the individuals are identified by the FWM, and the required certificates of training and competence have been copied to Forestry England's Contract Manager).
18. Chainsaw operators working on Forestry England's Land must not work alone. Forestry England defines lone working to mean that the person is working away from their colleagues and is not under direct supervision.
19. Chainsaw operators must follow FISA Guidance and any risk controls identified in site-specific written risk assessments. Operators must not use any method of working that is not covered by FISA guidance, or is prohibited by FISA guidance, or is not covered by a site-specific risk assessment.

### Overhead powerlines (OHPL)

20. Forestry England will show any overhead electric lines on the Sale Map. The power distribution network operator (DNO) or their responsible agent will be indicated in the Lot Information and Conditions.
21. Where applicable Your operators engaged in felling trees must attend the Pre-Commencement meeting on site. You must discuss and agree with Forestry England and the DNO how all work close to OHPLs will be planned and managed.

22. Where there is an OHPL on the Work Site, Forestry England will arrange to have the OHPL height measured and will erect (or where we have agreed it with You, may pay You to erect) Goalposts to restrict the height of any forestry machine or haulage vehicle passing beneath an OHPL. You must tell Forestry England immediately if the Goalpost becomes damaged and You must not try to repair it. You must not tamper with, move or dismantle a Goalpost, or try to pass underneath a Goalpost if it is too low for the vehicle.
23. You shall not work in contravention of the relevant FISA Guidance pertaining to OHPLs and You and all Your operators, including lorry drivers, must have a copy of the FISA guidance with them on the Worksite, Stacking Sites or Authorised Access Routes.
24. Forestry England will provide and /or use Stacking Sites that are in accordance with FISA Guidance to ensure that the Products can be stacked and /or loaded without risk of contact with an OHPL. You must only use these Stacking Sites for stacking, loading or strapping Loads. Similarly, Forestry England will agree with You where You may park vehicles, other units or machines for servicing, maintenance and repair away from an OHPL. You may only use those designated places for these purposes.

### Fuel and oil

25. You shall arrange for, and take care over, the storage and transport of all fuels, oils and greases on Forestry England Land to comply with applicable environmental and safety law. You will only keep such substances in secure purpose-made, labelled containers in the places on or near the worksite agreed with Forestry England.
26. You shall be responsible for ensuring that any provisions required to contain leaks and spills at the agreed storage places are adequate and properly maintained and suitable for the substances stored there.
27. You shall arrange to have on the Work Site at all times, a 'spill kit' that is suitable and sufficient to safely manage spills and uncontrolled leaks of at least 40 litres of oil-based liquid and You must have plans and arrangements in place to safely contain contaminated soils and materials and remove them from site and dispose of them in a proper manner. Used items must be replenished immediately to maintain an effective spill kit provision.
28. You shall in addition to the site spill kit, carry a number of oil absorbent pads in each machine or vehicle to deploy during maintenance or fueling activities, or to use immediately to minimize the impact of any leak until the site spill kit can be deployed.
29. Haulage lorries and utility or personal vehicles must also carry suitable and sufficient (10 litre or 20 litre) spill kits on Forestry England Land.
30. Where water features and associated wildlife are at risk of an escape of fuel or oil You must have the appropriate spill kit equipment and plans in place to deal with water contamination.

### Vehicles

31. You shall not use vehicles on Forestry England land that are not legal or suitable for use on a public road. Vehicles shall be driven at low speeds, along the centre of the forest road to avoid travelling on the camber, and always in a courteous and safe manner regarding all other users of the Authorised Access Routes.
32. All Loads must be properly secured and strapped according to or exceeding FISA Guidelines before setting off. Straps must be re-tensioned if required before leaving Forestry England Land.
33. Plans to recover and tipped or stranded machines or vehicles must, wherever possible, be notified to Forestry England before the recovery is done. Forestry England may ask to see evidence of competence for those people engaged in the recovery.

34. No person other than the operator (and a trainer when necessary) may be carried on any forest machine, tractor, attachment, trailer, bed or other load-holding area of any machine or vehicle. Passengers on any all-terrain vehicle (ATV) are strictly limited to the number of seats and design capacity. Seat restraints where fitted, and head protection, must be used at all times.

### Order of Work

35. You must follow the order of work as agreed with, or otherwise directed by, Forestry England. Failure to do so can jeopardise Forestry England's duties as a landowner to co-ordinate the Work with other activities and may also frustrate supervision of the Work and increase safety and business risks. Consequently, Forestry England may view a failure to follow the agreed order of work as a serious breach and as an intent not to perform the contract.

### Signage

36. Forestry England may agree a signage plan with you to help co-ordinate other activities near the Work Site. Whether a separate plan is agreed or not, You shall provide, erect and maintain the Work Site safety signs You are responsible for as prescribed in the Forestry Commission Practice Note 19 'Managing public safety on harvesting sites' (available from <https://www.forestryresearch.gov.uk/research/managing-public-safety-on-harvesting-sites/>) ISBN: 978-0-85538-876-8 (or such publication as may from time to time replace it). You shall ensure that all Your Work Sites and Stacking Sites always display the required safety signs.
37. You shall ensure that You have sufficient signs, well-positioned, clean, legible and clearly visible. You shall ensure that lost or damaged signs are replaced as soon as practicable and that any other necessary measures are taken to warn the public of works being carried out in the vicinity and to prevent members of the public or any other person from being exposed to the risks associated with the work.
38. Forestry England shall provide, erect and maintain the threshold safety signs that Forestry England is responsible for.

### Banksmen

39. Where Your working method and risk assessment requires the use of personnel to control the risks to members of the public You must provide sufficient personnel to provide adequate cover for the pedestrian, cycle and vehicle access routes to the Work Site. Banksmen must not be within the risk zones of working machines and must be authorised and resourced to be able to stop the Work quickly if need be.

### Traffic control

40. Where Your working method and risk assessment requires the use of traffic control measures to control the risks to members of the public You shall provide suitably qualified / trained, equipped and resourced people to do this.

### Biosecurity

41. You will wash or sweep off all debris and mud deposits from machinery, equipment and tools before bringing them onto the Work Site in accordance with industry Guidance from the Forestry Commission (available at <https://www.gov.uk/guidance/prevent-the-introduction-and-spread-of-tree-pests-and-diseases>)
42. You will comply with the specific directions from Forestry England for working on any high-risk biosecurity Work Sites. High-risk biosecurity sites will be clearly advised in the Lot Information and Conditions.
43. During the Pine Shoot Beetle breeding season (from May to September inclusive) in any year the Forestry England shall have the right to peel any logs of pine which have not been removed by You in accordance with the Contract and You will be required to pay Forestry England's additional costs for doing so.

## Fires

44. You shall not light fires on FE Land. Smoking may only be done on the Stacking sites or Authorised Access Routes and away from sources of fuel.
45. You must carry a suitable fire extinguisher in every forestry machine. In the event of a vehicle or ground fire You must contact the emergency services immediately on 999 (or 112 from a mobile phone).

## Children

46. You shall not for any reason, bring children onto the Work Sites, Stacking Sites or Authorised Access Routes or any other part of Forestry England Land whilst You are at work. Children may not be included in any of Your emergency plan measures (such as lone working responders).

## Visitors

47. You may not bring visitors to the Work Site, Stacking Sites or Authorised Access Routes for any reason if they are not performing work for You, unless you have written agreement from Forestry England for specific instances.

## Animals

48. No animal, except those employed to remove Products, shall be brought onto Forestry England Land by You without the prior written consent of Forestry England.
49. No animal shall be allowed in machine cabs and no animal shall be carried in vehicles without an appropriate safety restraint.
50. Any animals employed to remove Products or brought on to FE Land with the consent of the Forestry Commission shall be Your responsibility and shall be kept under control at all times so as to prevent any injury or damage to any person, property or the environment.
51. You shall not attempt to kill, capture or take any animal, fish, bird or living thing on Forestry England Land while you have access in accordance with the Contract to the Work Site, Stacking Sites or Authorised Access Routes

## Welfare

52. Any welfare units that You provide for people working on the Work Site, Stacking Sites or Authorised Access Routes, must only be located in the place(s) agreed with Forestry England. Those places must be kept clean and free of rubbish, used materials or waste of any kind.

## Caravans

53. No caravans, mobile homes, campervans or equivalent vehicles or tents shall be brought onto Forestry England land without the prior written consent of Forestry England, who may charge a fee for such consent. These must be located only in the place(s) agreed with Forestry England and those places must be kept clean and free of rubbish, used materials or waste of any kind.

## Waste and rubbish

54. You shall not permit empty containers, used parts, waste and rubbish to accumulate on Forestry England land and You shall remove all such material on request from Forestry England or in any case before You vacate the Work Site. In accordance with the Contract You will be required to pay Forestry England's additional costs of removing said waste (and remaining signage) if You do not.

END