



Events Master Agreement

This Master Agreement explains the standard procedure to be followed by all event organisers seeking permission to hold events on FLS land.

[Forestry and Land Scotland \(FLS\)](#) is the government agency responsible for the management of the 665,000 hectares of national forests and woodlands in Scotland in line with standards set out in the UK Forestry Standard.

FLS is in partnership with sports national governing bodies (NGBs) in Scotland, to coordinate the procedure for holding events on FLS land. For events run under an NGB permit/licence, a short appendix to this document is available from that governing body.

Event organisers, along with all other forest users, should comply with the [Scottish Outdoor Access Code](#) at all times, and with any other [relevant Scottish Government guidance](#). [Tips, checklist and further information](#) is found on the [FLS website](#).

1. When is permission required?

According to the National Access Forum publication '[Outdoor Events in Scotland: guidance for organisers and land managers](#)', **permission is likely to be required** for those events where any of the following criteria apply:

The event would need new or temporary facilities and services.

The event is likely to unreasonably hinder land management operations;

The event is likely to unreasonably interfere with the other people's enjoyment;

The event is likely to unreasonably affect the environment.

[The guidance](#) also recommends liaison with the land owner (e.g. Forestry and Land Scotland), even when agreement (rather than permission) is likely to be required.

1.1 When is 'agreement' required?

Some smaller events, which have little or no impact on land management, other people's enjoyment, operations or the environment, may aim to operate in accordance with the [Scottish Outdoor Access Code \(SOAC\)](#) by acting responsibly and seeking agreement, but not permission, from FLS.

This is possible, when the organiser can demonstrate through [their completed application](#) that the above criteria do not apply, and FLS has checked that there is no clash with currently planned events or other activities at your chosen location/time. You will be notified that we have put the event in our calendar, but FLS will have no further involvement in facilitating your event. In this case, no permission will be issued and no charge will be made.

Clubs should note that, according to the [National Access Forum Outdoor Events Guidance](#), group outings by club members are not classed as events.

2. Disciplines

This outline master agreement covers all non-motorised sports.

Sport-specific appendices are available from the governing bodies for events licensed or supported by Scottish Cycling, Scottish Orienteering, Triathlon Scotland, Scottish Athletics, and on the FLS website, for equestrian and dog sports.

3. The Application Procedure

All organisers should enquire about their chosen location and time, by submitting a completed [Event Enquiry Form](#) to the [relevant FLS regional office](#). The information you provide will help the FLS team to assess whether your event can take place simply by agreement under SOAC or has to enter into our permissions process.

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

3.1 Event types & time limits

If an event organiser hopes to hold an event at a specific location on a specific date, it is sensible to approach FLS as early as possible, to avoid possible clashes with other events or land management activity.

There are certain minimum time-limits which require to be adhered to in the application process, to allow a responsible and effective approach to planning, by both the event organiser and FLS.

You should not promote your event until it has been agreed or permission has been granted by FLS.

Whether your event requires permission or agreement from FLS, please make sure you allow enough time to plan your event. We work towards these minimum event planning times, from the National Access Forum's Outdoor Events Guidance:

| Event type | Small event | Medium event | Large event |
|------------------|--------------------|---------------------|-------------------|
| Walking/running* | 25-50 participants | 50-200 participants | 200+ participants |
| Cycling** | 25-50 participants | 50-100 participants | 100+ participants |
| Equestrian | 10-25 participants | 25-50 participants | 50+ participants |
| Planning time | 3-6 months | 6-12 months | 1-2 years |

* includes orienteering, canicross and similar.

** includes triathlon, adventure racing, sled dog racing and similar.

NB. Group outings by club members are not classed as events.

If your application is made too late, we may have to ask you to reapply, with a different date.

3.2 Application process timeline illustration

An illustration of the typical application and procedure for a large event (see table), which should be adapted for smaller events*.

| | |
|--|--|
| 1-2 years pre-event* | Application made by submitting a completed Event Enquiry Form (EEF) to the FLS region where the event is to take place, allowing enough planning time . |
| 7 days after receipt of completed application (agreement or acknowledgement) | For events agreed under SOAC: FLS staff check FLS regional diary for existing events/operations and, if there is no clash, log in regional diary and reply with agreement. For events requiring permission: FLS Visitor Services staff acknowledge receipt of EEF, then consult FLS regional diary, other FLS region teams, contractors & interested parties for potential conflicts (see paragraph 5.5). |
| Approximately 1 month after acknowledgement | After consultation and provided no conflict exists/after potential conflict is resolved, provisional date is logged in FLS region diary, organiser informed and licence information pack issued. |
| | The FLS internal checklist, is included in our information pack , found online. |
| | Event organiser submits paperwork for elements discussed and agreed during meeting/site visit, plus risk assessments. |
| | FLS responds with any queries on plans and paperwork. |
| | Event organiser responds to FLS queries. |
| Approximately 3, 6 or 12 months pre-event (depending on size) | The event organiser must provide FLS with a copy of their governing body permit or proof of intent to permit (if relevant). Granting of the NGB permit does not automatically mean acceptance of the event by FLS. FLS provides a permission 'in principle' to the event organiser for their signature. Once signed, no alterations can be made, unless formally agreed and signed-off by both parties. Any caveats (environmental constraints, route changes) must be removed a minimum of 3 months prior to the event for the permission to be finalised. The event organiser is required to sign the final permission and return a copy to FLS. When this is received, the event date will be finalised. Cancellation charges will apply from this point onwards (see rate card). The event organiser and FLS activate any joint marketing/promotion of the event. |
| Pre-event | In line with permission terms and conditions, course marking and event village set-up takes place by event organiser and any other additional facilities set up on site, as agreed with FLS region and subject to access availability. |
| Event | Event takes place. Event organiser reports any serious incidents/accidents to duty FLS region representative immediately. The duty contact number will be given in advance and is also on the FLS region answering machine . |
| After event | Event organiser dismantles event village and restores all areas to pre-event condition in accordance with timescale agreed at pre-event site visit. Event organiser to send FLS reports on any event accidents/incidents requiring on – or off-site medical attention Event organiser to send record of final participant numbers to FLS with 2 working days of event conclusion. |
| | Post-event site inspection between event organiser and FLS Event organiser and FLS to set date for event de-brief, if desired |
| Week 8 post event | Event organiser settles invoice within 49 days of being invoiced. |

4. Event Health and Safety

Events must adhere to the rules and guidance of each governing body. Failure to follow these procedures may lead to the cancelling of events and future permissions being refused by FLS.

As detailed above, risk assessments for each event must be carried out and submitted with each application. FLS will accept a duplicate of each governing body's risk assessment form.

All event organisers must also conform to the requirements set out in the Land Reform (Scotland) Act 2003 and the Scottish Outdoor Access Code. See the [SOAC webpage](#) and [Outdoor Events in Scotland Guidance](#) for further information.

Event organisers should refer to [the Health & Safety Executive \(HSE\) website](#) which contains specific information and advice, and [the Health & Safety at Work Act](#).

Participants should be made aware of [the risk of tick-borne diseases and how to deal with ticks](#).

4.1 Recording Accidents and Incidents

Event organisers are required to have in place a formal mechanism for recording event accidents and incidents. If a serious accident/incident takes place during the event the organiser must immediately notify the FLS region duty officer (or nominated representative). Contact details for the duty officer will be provided directly by FLS and are also available on the [FLS region answering machine](#).

FLS will accept the governing bodies' incident report forms. All incidents should be reported to the FLS region within 7 days of the end of any event. The event must adhere to the rules around which the governing body permit is granted.

4.2 Insurance Requirements

Effective management and organisation should be carried out with the aim that each event is safe for those involved in the event and other forest users in and around the event footprint. However, the Licence Holder must also maintain an insurance policy with a reputable insurance company to an amount of not less than £10 million in respect of any one claim.

The insurance must cover the pre and post event set up and take down activity as well as the actual event itself, and the amount of such insurance shall not limit the liability of the Licence Holder to FLS.

While FLS requires proof of this insurance, we remind clubs and organisers that insurance cannot replace a sensible and responsible approach to event management. By providing FLS with a copy of the governing body permit, the Licence Holder is proving adequate insurance cover.

5. Event Management

The event planning and implementation should run in accordance with the process in the table page 3 (subject to the timescale modifications for each type of event). This section outlines further conditions which apply to all events.

5.1 Promotion

The event organiser will recognise FLS' role in hosting the event in any promotional material, websites and news releases e.g. display of FLS banners/flags on the event course, correct FLS logo in event promotional material. Any joint promotion should be agreed beforehand and managed between the event organiser and the FLS regional liaison officer.

5.2 Waste and Minimising Damage

For environmental and site sustainability purposes, event organisers are responsible for managing all aspects of waste (water, litter, human, canine etc) in relation to their events. Further information and guidance can be provided by FLS regions. If it is intended to fix notices or markers to trees, it is imperative that nails, staples, wire or anything liable to damage trees must never be used. FLS recommends tying with string (not nylon or similar fibre) in such a way that tree damage is avoided.

Participants must be encouraged to ensure their shoes (plus paws and tyres) are clean, to help protect our forests from tree pests and diseases. [Keep It Clean.](#)

5.2.1 Toilet provision

In discussion with the FLS region, the organiser will assess any requirement for temporary toilet provision. This may apply even where there are existing FLS toilet facilities, if the event's use of these facilities would cause disruption to other visitors to the forest. Any temporary toilets are to be sourced and paid by the event organiser. If they're placed in an FLS car park, you will be asked to pay for occupied parking spaces, but there is no other charge for temporary toilets.

Where the event organiser wishes to use existing toilet facilities run by a private tenant business (e.g. at an FLS visitor centre), they must negotiate use of these facilities with the business in advance. The FLS region will provide contact details for the business, as required.

At sites where there are no toilet facilities nearby, FLS' experience has shown a requirement for portable toilets on site for events with over 75 participants or lasting more than 3 hours.

5.3 Marshalling

Organisers must ensure that events have adequate marshalling cover. This should be notified to the FLS Region in advance, showing mapped marshal locations and how marshals will communicate with base and other marshals. The number of event marshals required will vary depending on the type of event, length and layout of the course, following the rules of the governing body, and should be agreed between the event organiser and the Region at the pre-event inspection.

5.4 Vehicle access

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

Emergency vehicles requiring access during an event do not require a permit.

5.4.1 Use of quad bikes

If the event organiser wishes to use quadbikes/ATVs, where no other vehicle is appropriate, the FLS region has specific requirements for permitting their safe use. FLS also recognises the [Forest Industry Safety Accord guide](#) as a minimum standard for work on the national forest estate.

5.5 Other land users

If FLS' tenants, or any other persons having an interest in the land chosen for the event, are likely to be affected by an event, arrangements will be made between the organiser and FLS to notify them or obtain their permission.

FLS will endeavour to arrange for temporary cessation of planned operations by contract holders (and any subcontractors) on FLS land affected by an event for the duration of the event. If agreement cannot be reached with a contractor within a suitable timescale (discussed with organiser in the planning process), FLS may require the event to be re-routed or cancelled.

FLS shall not restrict normal public access over areas where an event has been agreed. Other forest users' access to event areas must be managed as agreed in advance with FLS.

5.6 Car parking

At locations where car parking charges are in operation, these apply as usual, for event organisers, participants and spectators. The event organiser is expected to encourage payment at any onsite meters.

If an event organiser wants/requires the exclusive use of a car parking facility where charges are usually levied, this will be agreed in advance and calculated on the basis that the car park was operating at full capacity.

Where a club event (agreed under SOAC) involves the temporary placing of a gazebo/similar in the car park, the appropriate car parking fee for the space/s used by the gazebo must be paid.

Reasonable charges may be levied for parking within the forest outwith usual car parking facilities e.g. forest roads.

Details are found in the [standard rate card](#).

5.7 Sales Points

Sales outlets selling, for example, confectionery, drinks or snacks will be allowed at events, subject to agreement between the organiser and FLS as to the number and siting of outlets. FLS will make reasonable charges for facilitating sales outlets, if any existing tenant business is not the chosen provider: this is included in the [standard rate card](#).

5.8 Closure Orders

Event organisers may need to seek a closure order from a Local Authority for an event on the grounds of public safety or charging for entry in order to temporarily exempt a specific area from access rights. Section 11 of the Land Reform (Scotland) Act 2003 (Power to exempt particular land from access rights), provides a mechanism for local authorities, whether on application from third parties or at their own initiative, to exempt a particular area of land from access rights for a particular purpose.

The requirements for an event to have a 'Section 11' will be discussed at the pre-event site visit. Organisers should make this assessment in discussion with FLS.

It may be appropriate for FLS to formally request that organisers apply for a Section 11 order. If this is the case, reasons will be given in writing by FLS within 2 weeks of the site visit, to explain why the existing event management plan cannot be covered by the Land Reform Act and good practice detailed in the National Access Forum [Outdoor events in Scotland: guidance for organisers and land managers](#).

If it is agreed that a closure order is required, the event organiser should contact the Local Authority access officer in the first instance. Contact details for Local Authority and National Park access officers can be found [here](#). Further information on Section 11 orders is available on the [Scottish Government website](#).

6. Post Event Requirements

The organiser shall be responsible and liable for ensuring that all areas used for the event, including trails, car parking areas, toilets, areas of the forest used for trade stands, camping, catering, competitor changing and additional toilet facilities are left in the same condition as at the pre-event site inspection and in accordance with the permission terms and conditions. If such areas are not left in the same condition within a timescale agreed with the FLS region, FLS reserves the right to undertake reasonably required reinstatement or repair work and charge any incurred costs to the organiser.

7. Area Restrictions

It may be necessary to apply reasonable restrictions to events in forests or over parts of forests at certain times in order to protect forest operations or environmental interests. FLS shall use its best endeavours to notify the organiser of any restrictions at the time of application for permission for an event.

8. Refusing/Revoking Applications

FLS retains the option to refuse an application/approach for an event if it is deemed inappropriate or presents an unacceptable business risk involving financial and reputational liabilities which cannot be accommodated. Some examples include: clashes with other events, unavoidable forest operations, environmental conflicts e.g. using an area identified as a capercaillie breeding site, or events which undermine FLS' brand values and identity etc.

FLS reserves the right to revoke permission for an event at any time by notice given to the organiser of the event in writing. This right will only be used exceptionally and, where possible, a suitable alternative area will be provided. In such circumstances the FLS region will issue an evidence-based report giving clear and reasonable reasons why the event will not go ahead, to the governing body's national events officer, the event organiser and FLS Visitor Partnerships Manager.

9. Arbitration

In the event that agreement cannot be reached between FLS and an organiser over any matter relating to this Agreement, an event organiser, the governing body or FLS may request that the National Representatives meet with all parties to consider the matter.

10. Charging

Reasonable charges will be made by FLS for cost recovery of the administration, time and services provided by FLS before, during and after all Licenced events, as part of FLS' aim to ensure events go as safely and smoothly as possible. These cover services such as internal and external consultations to identify and minimise any potential areas of conflict, time and support from one or more designated FLS region staff, including attendance at site inspections before and/or during and/or after the event.

The [standard rate card](#) for event fees and additional services is found on the FLS website.

11. Invoice Settlement

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

12. Shortcut to useful links on FLS website

[FLS events page](#)

[FLS contacts](#)

[Events enquiry form](#)

[Events standard rate card](#)

[Events information pack](#)