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**Heather Paul** - local amateur lichenologist who has worked tirelessly to educate others about local lichens and the need for their conservation. Heather was instrumental in putting together the detailed lichen management plan in Table 4.

**Dr Brian and Sandy Coppins** - professional lichenologists formally from the Royal Botanic Gardens, Edinburgh, for their encouragement and on-going help with identification of lichen species in the area.

**Chris Piper** (C J Piper & Co, Chartered Foresters) - local professional forester who was commissioned to bring this Plan together but due to changing circumstances effectively rewrote the document at least three times.

**Jonathan Caddy** (Chair, Findhorn Hinterland Trust) - who has given freely of this time and energy to make sure that this high quality and useful document has finally been brought to fruition.



# 1 Introduction & Background

## 1.1 Plan Purpose

This Plan has been prepared by The Findhorn Hinterland Trust for the management of Wilkies Wood and of the areas of the Findhorn Hinterland that it has specific agreements with the landowners to do so. These include the Management Agreement the Trust has with the Findhorn Foundation for all of its “wild land” (see Appendix II), an agreement with Duneland Ltd to manage the Lyle's Wood area of its land (see Appendix III) and *ad hoc* agreements to carry out specific activity(s) for or on behalf of other neighbouring landowners.

The Plan draws on many of the outcomes of the 2016 “Findhorn Hinterland - Developing a Vision for Action” community engagement programme in conjunction with previously written material including the 2009 Findhorn Hinterland Management Plan, the 2008 Lichen Survey and the Draft 2013-18 Local Biodiversity Action Plan.

In overall terms, the Plan provides a strategic “direction of travel” and a working framework that fulfils the following purposes:

- ♦ To articulate the vision of the Findhorn Hinterland Trust and its members for the future stewardship and protection of Wilkies Wood and other areas of the Findhorn Hinterland that it has the authority to manage.
- ♦ To set out the FHT's strategic aims and a management strategy for helping the Trust to achieve its vision through a collaborative and integrated approach to sustainable management of the land.
- ♦ To provide a prioritised action plan for the areas managed by FHT over the short, medium and longer terms.
- ♦ To provide the basis for supporting future funding applications to assist with the implementation of the Plan.
- ♦ To provide a framework for control and monitoring of the management programme through regular review.
- ♦ To help build positive working relationships between neighbouring landowners as an exemplar of how the management of a uniquely sensitive and highly valued area of land can be integrated with the interests and aspirations not only of the owners but also of the local community.

The Plan encompasses a long-term vision for the next 25 years and beyond, together with themed strategic aims, management objectives and an action programme for the next five years to 2023.

## 1.2 Background

The context for the Plan is set by the pattern of ownership and stewardship over the past 15-20 years of the area of land known colloquially as the “Findhorn Hinterland”, once a single parcel of land but now held under multiple ownerships.

In 1997, Duneland Ltd purchased some 160 hectares (400 acres) of land formerly owned by the Wilkie family to the north of the Park Ecovillage Findhorn and to the east of Findhorn Village. This land included a large area of the ecologically sensitive dunes and shingle beds, considerable areas of gorse and Wilkies Wood.

In 1999, Duneland Ltd then gifted 67ha (167 acres) of the most ecologically sensitive land to the Findhorn Dunes Trust (FDT) for conservation purposes, with most of the remaining land comprising dunes and Wilkies Wood remaining as amenity land adjacent to the Eco-village, the former RAF Kinloss air base (now Kinloss Barracks), plus an area of foreshore.

In 2006 the Findhorn Hinterland Group (FHG) was formed as an unincorporated association to help Duneland Ltd facilitate a basis for the future management of the hinterland and engagement with the local community for mutual benefit.

As part of its work, FHG prepared and implemented a Management Plan for the period 2009-13 which summarised the Hinterland's ownership, key physical features and suggested “management zones”, articulated a vision, and set aims and outcomes for the Group and a costed and prioritised action plan.

In 2014, the Findhorn and Kinloss Community Council endorsed its support of the FHG's on-going work and its intention to engage in further public consultation with regards to the management of the Hinterland.



In 2015 the Findhorn Hinterland Group obtained charitable status and became the **Findhorn Hinterland Trust** (see Section 2 for further details). Also the Findhorn Foundation purchased 34ha of land adjacent to the north of the Ecovillage, including Wilkies Wood, from Duneland Ltd.

In the intervening period between 2013 (which marked the end of the former Management Plan period) and the change of organisational structure to becoming the FHT, there had been a discontinuity of the strategic and operational framework within which to continue to facilitate, engage and collaborate with the various landowners and communities in the Hinterland's management.

Later in 2015, an application to the Heritage Lottery Fund to carry out a professionally and independently facilitated local public consultation exercise was successful, with the “**Findhorn Hinterland - Developing a Vision for Action**” event (see Section 5) being duly implemented in the spring of 2016.

A draft integrated Management Plan was drawn up and circulated to landowners before a meeting with their representatives in November 2017 to discuss a way forward.

It was clear from this meeting that the Findhorn Dunes Trust was willing to collaborate on an *ad hoc* basis but unwilling to commit to any formal agreement around land management with the FHT using the Integrated Plan as a framework. This was likewise the case with Duneland Ltd although subsequently in early 2018, they indicated that Duneland Ltd would want the area of Lyle's Wood to be formally managed.

The development of this Plan therefore delivers a key requirement of FHT's Management Agreements with the Findhorn Foundation and Duneland Ltd, whilst keeping open opportunities to working with other landowners.





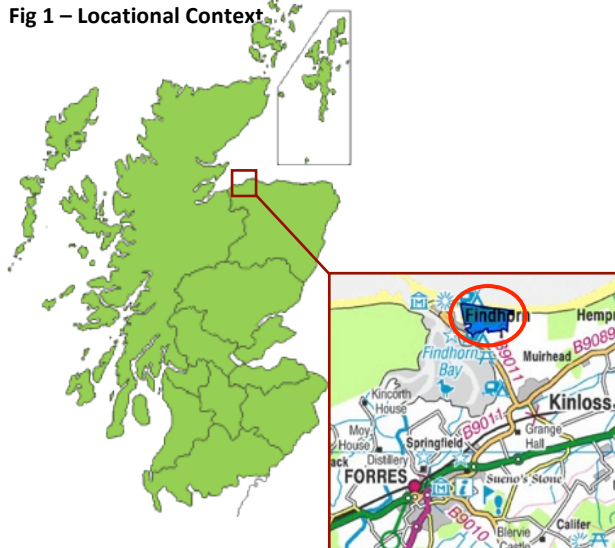
## 2 Summary Information

### 2.1 Plan Location

The Plan area is located approximately 5.5 miles to the northeast of Forres and immediately to the east of Findhorn Bay and Findhorn Village, Moray - see thumbnail location plan in Fig 1 below.

The approximate centre point of the Plan area is defined as Grid Reference NJ 053643.

Fig 1 – Locational Context



### 2.2 Plan Scope

The geographical scope of the Plan is shown in Map 1 (overleaf) and comprises 35.79 hectares. A fuller description of the land is provided in Section 3.

### 2.3 Plan Partners

#### 2.3.1 Findhorn Foundation

Initiated in 1962, the Findhorn Foundation became a Scottish charitable trust in 1972 and has since continued to develop and run internationally acclaimed educational programmes. It is the organisation around which the diverse Park Ecovillage Findhorn with over 40 businesses and other charities has developed. The Findhorn Foundation owns much of the land within the Ecovillage as well as about 40 ha of the hinterland to the north and east including Wilkie's Wood.

#### Contact:

**Email:** [steward.environment@findhorn.org](mailto:steward.environment@findhorn.org)

**Web:** [www.findhorn.org](http://www.findhorn.org)

#### 2.3.2 Findhorn Hinterland Trust

The Findhorn Hinterland Trust (FHT) was established in July 2015 as the successor body to the former Findhorn Hinterland Group. It is constituted as a Scottish Charitable Incorporated Organisation (SC045806) - see Appendix for Constitution.

Up until May 2018 when FHT purchased a small parcel of land from the Findhorn Foundation to allow the smooth running of the Wilkie's Wood green burial site, FHT did not own land in its own right but

worked with landowners and other stakeholders in the Findhorn area to help integrate land management and involve the local community, its specific purposes being to:

- ♦ Promote environmental protection and improvement.
- ♦ Educate the local community and wider public in relation to the outdoor and environmental opportunities local habitats and environs provide.
- ♦ Encourage community development through offering activities related to the land and by promoting cooperation and collaboration amongst owners and stakeholders.
- ♦ Providing recreational facilities and activities with the object of improving the conditions of life for local people and others.

#### Contact:

**Email:** [secretary@findhornhinterland.org](mailto:secretary@findhornhinterland.org)

**Web:** [www.findhornhinterland.org](http://www.findhornhinterland.org)

#### 2.3.3 Duneland Ltd

Duneland Ltd (DL) was formed in 1997 and is a shareholding company and a social enterprise. The inception of DL arose from the purchase from the Wilkie Estate of the area of land adjacent to the Findhorn Foundation with the underpinning aim of stewarding the land & developing sustainable community within the Findhorn Ecovillage. In 2000, Duneland Ltd gifted 67 hectares of dunes land within the Hinterland to the newly formed Findhorn Dunes Trust (see 2.3.3 below) and in 2013/14 a further 34ha of land, including Wilkie's Wood, was sold to The Findhorn Foundation.

#### Contact:

**Email:** [admin@duneland.co.uk](mailto:admin@duneland.co.uk)

**Web:** [www.duneland.co.uk](http://www.duneland.co.uk)

### 2.4 Other Neighbouring Landowners

#### 2.4.1 Findhorn Dunes Trust

The Findhorn Dunes Trust (FDT) was established in 2000 as a Scottish Charity after it was gifted 67ha by Duneland Ltd to be kept and managed in trust in perpetuity for the benefit of the local community and visitors.

**Email:** [timothyfinnegan@hotmail.com](mailto:timothyfinnegan@hotmail.com)

#### 2.4.2 Findhorn Village Conservation Company

The Findhorn Village Conservation Company (TFVCC) is a community led and controlled company limited by guarantee with charitable status set up in 2011 with membership open to anyone on the electoral roll living in the postcodes of Findhorn village. Its vision is the sustainable stewardship of the natural and built environment of Findhorn.

**Email:** [findhornvcc@gmail.com](mailto:findhornvcc@gmail.com)

**Web:** [www.findhornvillageconservation.org](http://www.findhornvillageconservation.org)





## 3 Summary Description of the Plan Area

### 3.1 Overview

The area locally known as the “Hinterland” extends from the northern border of the Findhorn Dunes Trust land to the northern edge of the Findhorn Ecovillage almost to the beach road in the west and the Kinloss Barracks boundary fence in the east. It is an important component of a coastline that is recognised to be of international importance for wildlife.

An overview of the Hinterland and its location in the context of the surrounding area are shown in Map 2 below.

Most of the land is within an Area of Great Landscape Value (AGLV), within a Coastal Protection Zone (CPZ) and within a Site of Interest to Natural Science (SINS).

The Hinterland is characterised by a number of distinct habitats including the lichen and shingle beds, dunes and the pine plantation known as Wilkie’s Wood. Summary descriptions of these are provided in the sections below.

### 3.2 Ownerships

The Hinterland comes under a number of adjoining ownerships - the Findhorn Dunes Trust (FDT), the Findhorn Foundation (FF) and Duneland Ltd (DL), the

boundaries and areas of which are shown in Map 3 overleaf. Other neighbouring landowners include The Findhorn Village Conservation Company, Ministry of Defence, Cullerne Farm and a number of privately owned residential properties.

### 3.3 Key Habitat Types

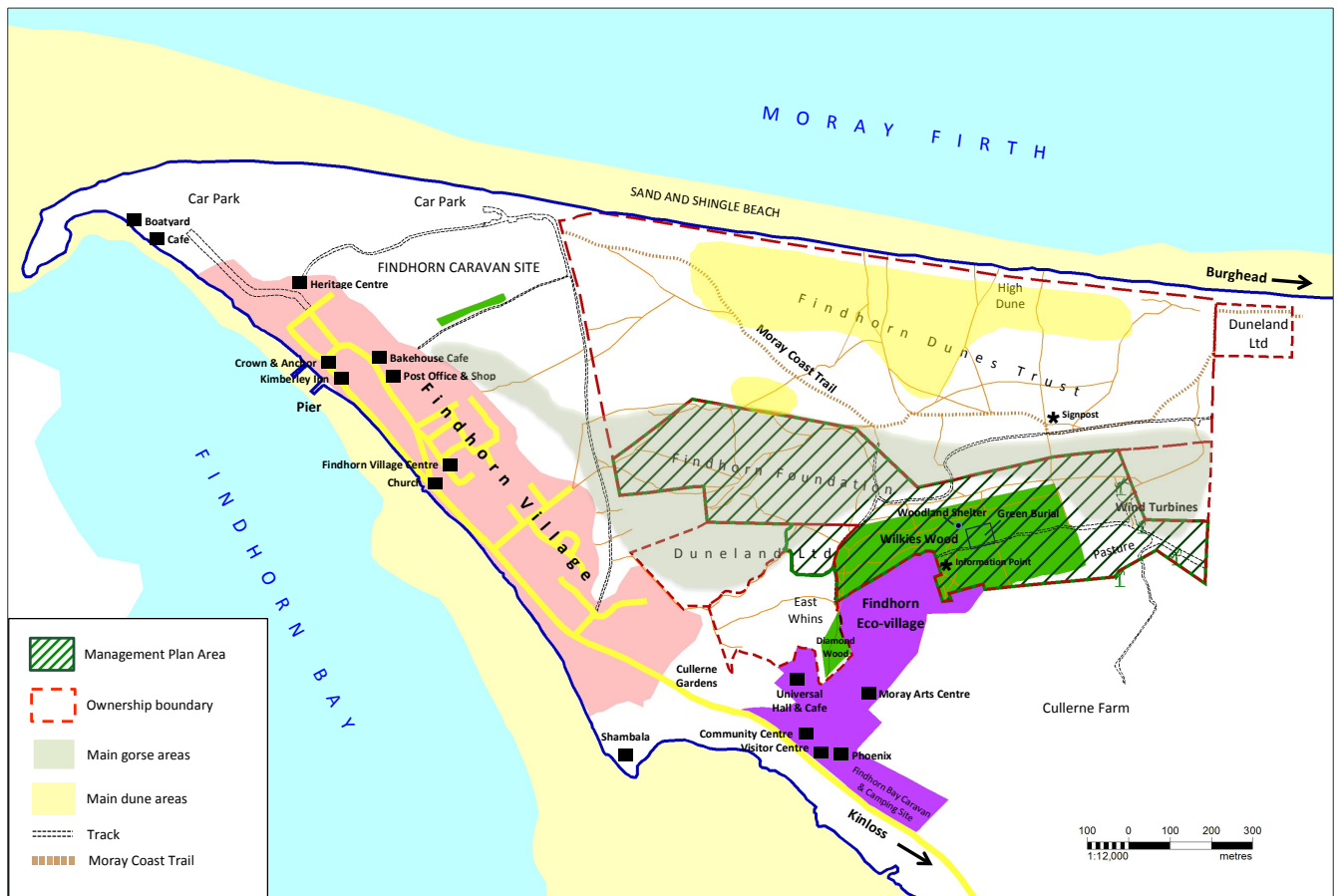
The distribution of the key habitat types is shown on Map 4 and described in outline below, together with some of the key challenges and opportunities associated with each of them and how these are likely to influence the thinking for their future management.

#### 3.3.1 Dune Heath

Dune heath is a rare habitat nationally and internationally and the Moray coast generally is recognised as holding some of the best examples of this habitat in Britain, including the Hinterland.

Whilst characterised by heather and a variety of flowers and coarse grasses, the most significant features of the Hinterland’s dune heath are its lichen beds, the majority of which lie within land owned by the Findhorn Dunes Trust (FDT) - see Map 3.

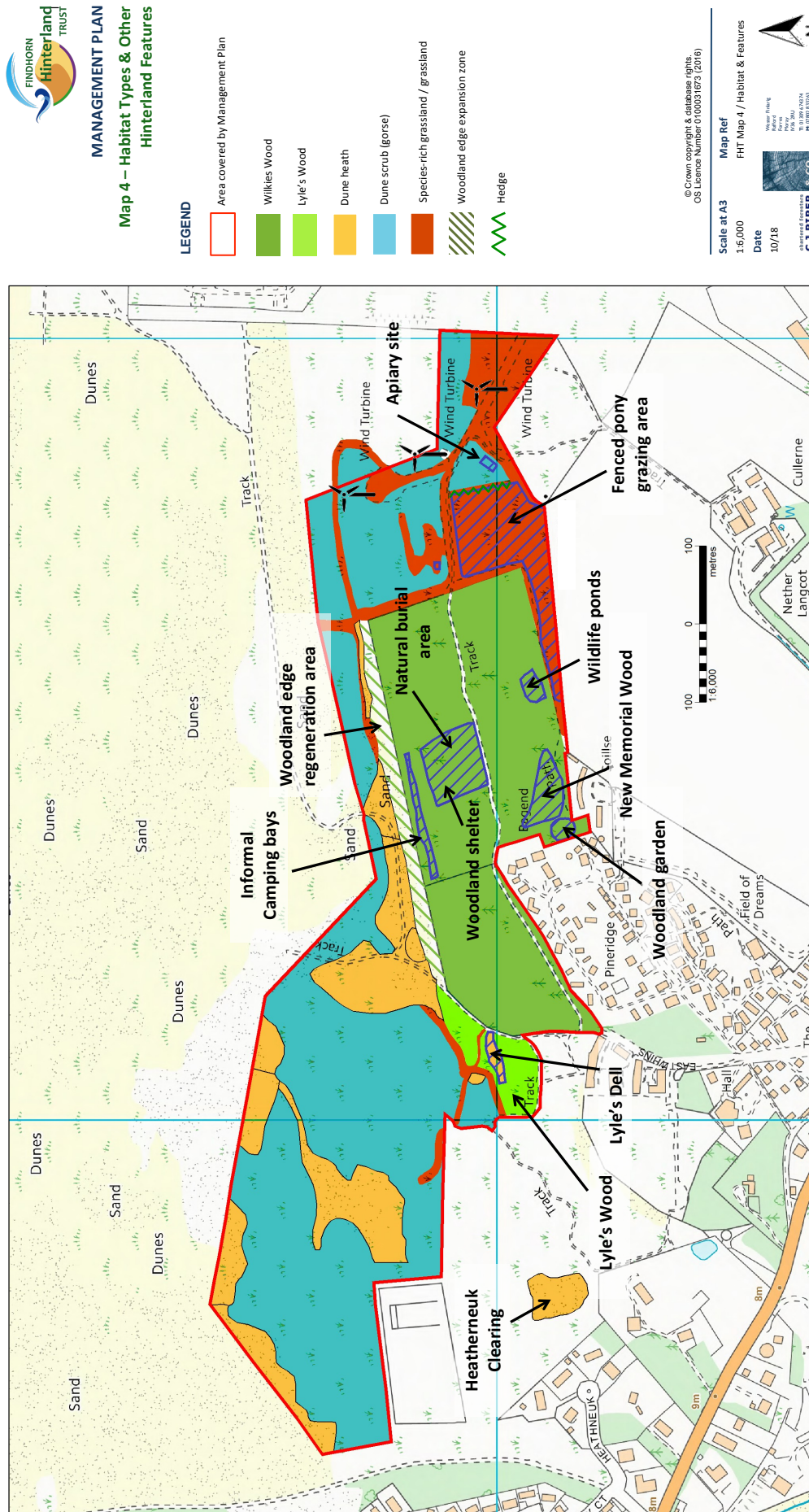
Map 2 Findhorn Hinterland – Locational Context





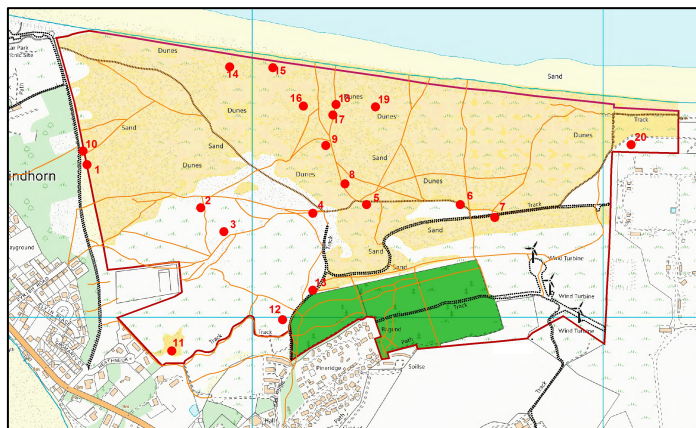


Map 4 Management Plan Area – Habitat Types & Other Features



The 2008 Lichen Survey\*, initiated by the FDT, recorded 149 lichen species within 8 main lichen habitats distributed over the Hinterland (see Map 5 below and Appendix VI). Since the Survey an additional 31 species have been found and recorded, bringing the total to 180 species as at 2018. 5 of these species are nationally rare and 18 nationally scarce habitats which, although not statutorily designated as such, make the Hinterland's dune heath an area of national importance.

**Map 5 – Lichen Survey 2008 Habitat Plots**

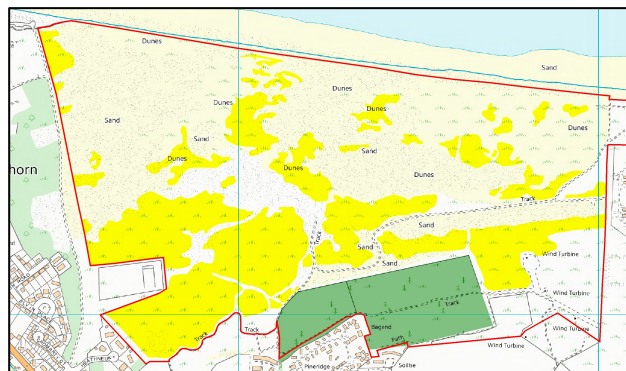


Key threats to lichen habitats include tree and gorse invasion and heavy public access pressure. Tree seeds blown from Wilkie Wood onto the dune heath have resulted in significant losses of rare dune heath on the wider dunes. Trees resulting from these seeds shade out the dune heath and enrich the soil through dropping their needles. Good progress has been made in some areas in restoring dune habitats, through tree and gorse removal using volunteer work parties. Further intervention is urgently needed to remove trees and gorse to maintain and enhance the area and quality of sand dune habitats on the Findhorn dunes.

### 3.3.2 Dune Scrub

This habitat mainly comprises the extensive areas of gorse found across the Hinterland (covering about 30% of its area), the densest thickets of which have developed near the west and northern boundaries of Wilkie Wood (see Map 6 below).

**Map 6 – Main areas of gorse within the Hinterland**



Although a valuable habitat in its own right - providing shelter for mammals, nesting birds, micro-habitats for butterflies and reptiles - if unmanaged the continued spread of gorse has the potential to overwhelm and

ultimately degrade the more valuable dune heath habitat.

On-going planning and management of firebreaks will be a necessary element of mitigating the risk of fire damage to adjoining habitats as will be maintaining appropriate pedestrian access.

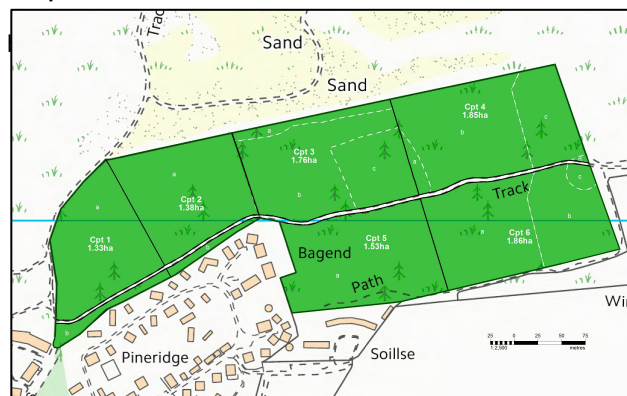
### 3.3.3 Species-rich Grassland

Species-rich grassland is found mainly around the wind turbines and within the natural burial area. This habitat is arguably the UK's most threatened, with a 97% loss between 1930 and 1980 with obvious consequences for the specialised wildlife which depends on it, including bees and butterflies. Future management of species-rich grassland within the Hinterland will probably focus on careful planning of grazing to maximise the availability of flowers through the summer maintaining an intimate mosaic of open grassland and gorse thickets with sheltered glades.

### 3.3.4 Plantation Conifers - Wilkie Wood

The area of woodland within the scope of this Plan is Wilkie Wood - a 9.9ha conifer plantation comprising a mixture of Scots, Lodgepole and Corsican pine planted between 1952 and 1962 on the remnants of shingle ridges formed by the successive storm beaches left over the past 10,000 years as the land rose after the last Ice Age, or on more recent windblown sand - see Map 7 below.

**Map 7 - Wilkie Wood**



The plantation was created by Mr Wilkie, a former owner of Tor Avon and the Wilkie Estate and is now owned by the Findhorn Foundation as part of its "wildland" (See Map 3).

Wilkie Wood serves as an important buffer between the developed areas of the Findhorn Ecovillage and the "wild" and more sensitive area of the Dunes, much of which is owned by the Findhorn Dunes Trust.

As well as providing a source of fuel wood, some building grade timber and offering opportunities for local employment and a connection to the land for residents in the community, the wood is extensively used for recreation especially by local dog walkers and is a locally important area for wildlife, including roe deer, badger, red squirrel, crested tits, crossbill and tawny owls, thereby adding to the diversity of habitats within the Findhorn hinterland.



For the past few years the Wood has also hosted a green burial site within a 0.5ha plot located within Compartment 3 (see Map 4 and Section 3.4.2 below).

A more detailed description of Wilkies Wood and a summary action plan for its future management are provided in Section 9 of this Plan.



### 3.4 Other Features

#### 3.4.1 Lyle's Wood

A mixture of Scots pine and broadleaves were planted to the west of Wilkies Wood in 2002, now known as Lyles Wood, with some further small scale broadleaved planting carried out in 2007 next to Heathneuk, adding biodiversity to the otherwise impenetrable gorse and helped replace the loss of trees that had been regenerating naturally but have been continually damaged by regular unscheduled fires.

#### 3.4.2. Natural Burial Site

Wilkies Wood is host to the first green burial site in Moray and indeed a pioneer of community-led green burials in Scotland.

Situated within an area of Wilkies Wood that was subject to a severe storm and windblow event in 2005, planning permission to establish the natural burial site was granted in 2008 after which the former Findhorn Hinterland Group took responsibility for its management, providing a different and greater choice to everyone in Moray and beyond

As of September 2018, 30 burials have taken place with 50 other lairs having been pre-sold. The FHT has subsequently become the official burial authority, an entity required under a Scottish Government Act passed in 2016 and in May 2018 ownership of this area was formally conveyed from the Findhorn Foundation to FHT, providing FHT with full managerial control of the burial site in its capacity as the burial authority.

#### 3.4.3 Hinterland Shelter

The Hinterland Shelter was built adjacent to the natural burial site in July 2011 to replace the old woodland bothy. Using locally sourced pine thinnings from Wilkies Wood, foundations made from large oak butts and the roof membrane from recycled lorry tarpaulins, over fifty volunteers from the local area and further afield helped with the construction.

The shelter is proving to be a valuable addition and a "hub" for the area with various groups enjoying this attractive facility, together with live performance and other events including the Woodland Festival.

#### 3.4.4 Wildlife Ponds

Three permanent clay lined wildlife ponds were installed by the FHT on the south edge of Wilkies Wood in May 2016 to increase the biodiversity of the land. The project was done in conjunction with and part funded by, the national charity "Froglife".

#### 3.4.5 Edible Woodland Garden

The "Edible Woodland Garden" was established as a small demonstration project in 2014 by the Findhorn Hinterland Group on the SW corner of Wilkies Wood with the aim of creating a productive space for both people and wildlife and with potential as an innovative educational resource. It has since been further developed by the FHT with regular gatherings and events taking place there.

#### 3.4.6 Memorial Wood

A small triangle of woodland in the SW of Cpt 5 in Wilkies Wood adjacent to the Edible Woodland Garden has been dedicated to the planting of memorial trees along with ashes, placentas or other special objects.

This area is maintained by the FHT with a long term plan to fell most of the pine to let the new, special native trees planted create a small mixed section of the woodland.

#### 3.4.7 Apiary

The FHT maintains an apiary of between five and ten hives on the land. There are some keen beekeepers and the Trust has invested in extra equipment so that it can add to the educational opportunities on offer by providing taster sessions to introduce young and old to the very different world of bees and beekeeping.

#### 3.4.8 Informal Camping Bays

FHT maintains 11 levelled and wood-chipped small pads tucked away on the northern edge of the "Fallen Acres" (Wilkies Wood Cpt 3a). At present these provide tent pitch sits for volunteers, special camping groups such as Duke of Edinburgh expeditions, interested visitors and for those tempted to camp elsewhere on the land where there is less possibility to control fire lighting, rubbish and what happens to human waste.

#### 3.4.9 Findhorn Wind Park

The Findhorn Wind Park (FWP) owns and manages three wind turbines that are situated on land immediately to the east of Wilkies Wood leased by the FWP from the Findhorn Foundation. The turbines began producing renewable power for the Findhorn Ecovillage in 2006, generating up to 675kW of electricity and significantly lowering the community's ecological footprint.

FHT manages the maintenance of the access track and gorse regrowth around the turbine sites and transformer compound. The impact of future management proposals for the eastern end of Wilkies Wood and other adjacent land needs to be taken into account as turbine productivity will be affected.

Working collaboratively with FWP will be necessary to maximise productivity whilst maintaining local biodiversity.

## 4 Policy & Legislative Context

### 4.1 Introduction

Since the previous Hinterland Management Plan there have been significant changes to the legislative, regulatory and policy frameworks that have a bearing on trees, forests and woodlands at national and more local levels, some key aspects of which are highlighted below.

### 4.2 National Legislation & Regulation

In 2016, the Scottish Government published its proposals for new arrangements for the governance and regulation of forestry in Scotland. These include enactment of new primary legislation through the Forestry and Land (Scotland) Bill (2018) and a new organisational structure to fully devolve forestry in Scotland and accountability to Scottish Ministers - changes that will come into effect during the early lifetime of this Management Plan.

However, until this happens and subject to outcomes of Brexit negotiations, forestry in Scotland will continue to be regulated by Forestry Commission Scotland under the following legislation:

- ♦ **Forestry Act 1967** (as amended)
- ♦ **Plant Health Act 1967**
- ♦ **Forestry (Environmental Impact Assessment) (Scotland) Regulations 2017**

Regulation of some tree felling also comes under the scope of the Town and Country Planning (Scotland) Act 1997 (as amended by the Planning (Scotland) Act 2006).

In addition, the UK Forestry Standard (2017) sets out the criteria and standards for the sustainable management of forests and woodlands in the UK and aims to promote good forestry practice.



**UK Forestry Standard**  
The UK Forestry Standard (UKFS) is the reference standard for sustainable forest management in the UK. Supported by a series of Guidelines covering biodiversity, climate change, historic environment, landscape, people, soils and water, the Standard outlines the context for forestry in the UK, sets out the approach of the UK governments to sustainable forest management, defines standards and requirements, and provides a basis for regulation and monitoring.

- **Scottish Government Policy on Control of Woodland Removal (2009)** - setting out the policy direction for decisions on woodland removal in Scotland and subsequent compensatory planting which must be taken into account when preparing development plans and determining planning applications.
- **Woodland Expansion Advisory Group (2012)** - affirming the view that a Scottish Government target of planting 100,000 hectares by 2022 should be the focus for woodland expansion.
- **Scottish Government Community Empowerment Act (2015)** - helping to empower communities through the ownership and control of land.
- **Draft Climate Change Plan (2017)** - setting out the Scottish Government's targets for new planting and increased promotion of home grown timber in UK construction.

- **2020 Challenge for Scotland's Biodiversity** - setting out Scotland's response to the targets set by the United Nations Convention on Biological Diversity, and the European Union's Biodiversity Strategy for 2020 and a supplement to the **Scotland's Biodiversity: It's in Your Hands (2004)**.

### 4.4 Local Policy Context

At the local policy level the context for this Plan is provided by the existing plans and strategies of Moray Council and other relevant statutory agencies. It links with the Council's Local Outcome Improvement Plan ("Moray 2027") with its vision for Raising Aspirations through Expanded Choices, Improved Livelihoods and Wellbeing" and the Moray Local Development Plan (2015) due to be updated in 2020.

The Plan will also "crosscut" with the objectives of a range of other Moray Council and other regional and local policy and strategy documents such as:

- **Scottish Planning Policy National Planning Framework 3 (2014)**.
- **The Scottish Government's Land Use Strategy (2016)**.
- **Scottish Forestry Strategy (2006)** - currently under review for revision in late 2018.
- **The Scottish Government's Rationale for Woodland Expansion (2009)** - providing detail on how woodland expansion can best increase the delivery of public benefit from Scotland's land.

- ♦ **Moray Forestry & Woodland Strategy (2017)**
- ♦ **NE Scotland Biodiversity Action Plan (2014-17)**
- ♦ **Local Biodiversity Action Plan (2013)**
- ♦ **The Findhorn Dunes Lichen Survey (2008)**



## 5 Community Visioning & Engagement

In the spring and summer of 2016, FHT - in partnership with the Findhorn Dunes Trust and funded by a Heritage Lottery Fund “Start Up” grant - carried out the “Developing a Vision for Action” project as a means of engaging the local community in developing the vision for the management of the Hinterland together with shared priorities for both habitat and visitor management, relevant aspects of which are now embodied within this Management Plan.

The community engagement process was also used as a means of providing an opportunity for more people in the community to get involved in conserving the area through becoming trustees and/or taking up active membership of FHT.

The consultation comprised the following key stages:

- ♦ One on one informal interviews with key stakeholders: local residents and agencies, special interest groups.
- ♦ Community Drop-in Event
- ♦ Online Survey
- ♦ Woodland Festival



The project facilitated opportunities for participants to identify concerns and issues, new ideas and potential priority actions under the following four Themes:

- ♦ **Environment & Conservation** – focusing on the “stewardship” of the Findhorn Hinterland and the activities that should be prioritised, along with other factors, to conserve the area;
- ♦ **Recreation** - focusing on how the area should be used in a sustainable fashion;
- ♦ **Education** – focusing on the educational opportunities the area offers;
- ♦ **Community Involvement** – focusing on how communities develop an integrated approach to the management of the land.

From the wide ranging feedback provided via the Project, a number of possible “vision statements” were mooted in the Project Report<sup>1</sup> which have subsequently provided the basis for the vision articulated in this Plan.

A number of key factors highlighted under the Recreation / Community theme and that have had an important bearing on the development of this Plan include:

- ♦ The fact that the Hinterland is owned by several landowners and is made up of several distinguishable “landscapes”;
- ♦ Differences in opinion as to what “land management” actually means;
- ♦ The necessity for landowners to work together particularly with respect to issues affecting boundaries and visitor access;
- ♦ Success in delivering future management priorities needs the goodwill of a wide range of individuals and partners, and through better communications.

The Woodland Festival was designed to be a fun and interactive way to encourage people to visit the Hinterland and to get involved. With an attendance of over 400 people and much positive feedback it is hoped that FHT will make this an annual event.

The overall outcome of the visioning project was a direction of travel for FHT for the future management of the land for which it is responsible, that has been subject of rigorous discussion and feedback from a wide variety of local people, adjoining landowners and other stakeholders.

As a natural progression from this outcome, the FHT then facilitated and funded the preparation of draft “Integrated Management Plan” (IMP) to set out the above direction of travel within the framework of a Strategic Plan for a structured approach to collaborative management of the hinterland.

However, at a subsequent meeting of representatives of the Hinterland landowners held in November 2017 when the draft IMP was discussed, the Findhorn Dunes Trust, Duneland Ltd and the Findhorn Village Conservation Company intimated that the suggested integrated approach to the land management was not wished for<sup>2</sup>. Redrafting of the IMP was necessary to create this document.



<sup>1</sup> See FHT website for the full “Developing a Vision for Action” Report

<sup>2</sup> See FHT website 2017-18 Annual Reports and Accounts page 4

# 6 Vision, Values & Strategic Themes

## 6.1 Vision

The FHT's vision is an *aspirational* and *inspirational* statement of what the Trust would like to accomplish across the land which it either owns or has a responsibility for long term stewardship as part of its management agreements with the Findhorn Foundation and Duneland Ltd.

The vision provides the underpinning rationale for informing and implementing the strategic themes, management objectives and activities set out in this Plan.



*"The special qualities of the Findhorn Hinterland's wonderfully unique landscape are permanently conserved, nurtured and enjoyed through sensitive and collaborative management, encouraging people to work closely together in connecting with the land and nature."*

## 6.2 Values

There are a number of key "values" that help underpin the Plan by emphasising that the FHT, bound together by the ethos of good environmental stewardship - hopefully with other Hinterland landowners in the longer term - is seeking to be collaborative, engaging, transparent and accountable for the way in which the land for which it has responsibility is managed:

- ♦ Sustainable stewardship
- ♦ Collaboration
- ♦ Engagement
- ♦ Transparency

## 6.3 Strategic Themes

The FHT's long-term aims and charitable objectives enables these to fall under a number of overarching strategic themes within the Management Plan that help to frame the longer term "direction of travel" towards achieving the vision.

### THEME 1 - ENVIRONMENTAL STEWARDSHIP

Safeguarding the sustainable management of the Hinterland's special habitats.

### THEME 2 - EDUCATION & AWARENESS

Educating the local community and wider public in relation to the outdoor and environmental opportunities provided by the Hinterland's habitats and natural history.

### THEME 3 - COMMUNITY ENGAGEMENT & DEVELOPMENT

Encouraging community development by offering activities connected with stewardship and enjoyment of the land and by promoting cooperation and collaboration amongst its owners and stakeholders.

### THEME 4 - ACCESS, RECREATION & WELL-BEING

Providing recreational facilities and activities for the improvement of the quality of life for local people and others in West Moray and beyond.



# 7 Management Objectives & Activities

## 7.1 Introduction

This Section of the Plan sets out how the vision and strategic themes will be achieved at a practical level by a range of management **objectives** and associated **activities**.

## 7.2 Theme 1 Management Objectives

For each of the strategic themes there are a number of operational management objectives as set out below:

### STRATEGIC THEME 1 : ENVIRONMENTAL STEWARDSHIP

#### Objectives:

- 1 Implement and monitor the Action Plan for the protection and sustainable management of Local Biodiversity Action Plan priority habitats found within the areas managed by FHT as set out in Section 9.
- 2 Continue the sustainable management of Wilkies Wood and its adjacent habitats.
- 3 Maintain a programme of habitat monitoring and biological record keeping for the priority LBAP species and habitats.
- 4 Develop and maintain a Fire Plan for Wilkies Wood and its adjacent habitats.
- 5 Develop and implement a deer management policy for Wilkies Wood.

## 7.3 Theme 1 Activities

Each of the themed management objectives will be achieved “on the ground” by one or more associated activities:

### Objective 1

Implement and monitor the Action Plan for the protection and sustainable management of Local Biodiversity Action Plan priority habitats found within the areas managed by FHT as set out in Section 9.

**Activity 1.1 - This will include protecting and monitoring ground flora which will include removal of trees and gorse from areas of high priority dune heath that will contribute to delivery of the Local Biodiversity Action Plan's targets.**

### Objective 2

Continue the sustainable management of Wilkies Wood and its adjacent habitats.

**Activity 2.1 - Develop and implement the Woodland Action Plan set out in Section 9 for the on-going sustainable management of Wilkies Wood and its adjacent habitat zones.**

**Activity 2.2 - Explore ways of supporting the costs of the on-going employment of a part time Land Manager to support this sustainable management.**

### Objective 3

Maintain a programme of habitat monitoring and biological record keeping for the priority LBAP species and habitats.

**Activity 3.1 - Develop maps and records of species diversity as well as areas of non-native species and use this information to help guide and prioritise their future management and control.**

Such non-native species would include giant hogweed, ragwort and Lodgepole pine.

### Objective 4

Develop and maintain a Fire Plan for Wilkies Wood, incorporating gorse and firebreak management where appropriate in cooperation with neighbouring landowners.

**Activity 4.1 - Update the existing Fire Plan.**

The Fire Plan will be developed and kept updated in consultation with neighbouring landowners and the local Fire Service.

It will highlight key risk areas, set out procedures and responsibilities for responding to fire within the hinterland area, and incorporate plans of all relevant access points for fire fighting purposes, location of any available internal water sources, relevant contact numbers and a Fire Plan distribution list. The Findhorn Foundation has specifically requested reducing the fire risk from trees on the southern edge of Wilkies Wood.

**Activity 4.2 - Maintain and create firebreaks in the dense gorse areas****Objective 5**

Develop and implement a deer management policy for Wilkies Wood.

**Activity 5.1 - Carry out a survey of deer numbers and use the results as the basis for a developing a deer management plan for Wilkies Wood and adjoining land in collaboration with neighbouring landowners.**

Roe deer are present within the Hinterland. Whilst an appropriate level of deer population is a welcome element of the overall biodiversity and habitat value of the Hinterland by, for example, helping maintain dune habitats, excessive deer numbers may pose a direct threat to the successful replanting and natural regeneration of woodland within Wilkies Wood and other areas within the Hinterland.

As landowners have a legal responsibility to manage deer on their land a collaborative approach to planning and co-ordinating implementation of a deer management strategy will deliver better outcomes than via individual management strategies. Management measures might include individual protection of trees using tree shelters, erection of deer fencing and/or control of numbers through culling.

**Activity 5.2 - Carry out regular monitoring and recording of deer numbers and damage as a means of informing / reviewing the deer management policy.****7.4 Theme 2 Management Objectives****STRATEGIC THEME 2 - EDUCATION & AWARENESS****Objectives:**

- 6 Develop a programme of training and other promotional events to exchange knowledge and raise awareness of the special ecological and natural history qualities of the Hinterland and the importance of their stewardship.
- 7 Continue to develop and maintain ways of communicating and sharing information about the management of Wilkies Wood and its immediate surroundings via the FHT website and its other social media outlets.
- 8 Continue to foster relationships with existing and new environmental education partners to develop and encourage learning opportunities, activities and resources particularly for young people and school children.

**7.5 Theme 2 Activities****Objective 6**

Develop a programme of training and other promotional events to exchange knowledge and raise awareness of the special ecological and natural history qualities of the Hinterland and the importance of their stewardship.

**Activity 6.1 - Develop a programme of themed volunteering and training events based on the management and conservation of local habitats.**

These could focus on tangibly connecting people with individual aspects or a combination of the Hinterland's natural history, habitats and other features including aspects of sustainable woodland management and threats to rare habitats.



**Objective 7**

Continue to develop and maintain ways of communicating and sharing information about the management of Wilkies Wood and its immediate surroundings via the FHT website and other social media outlets.

**Activity 7.1 – Re-develop the web and Facebook sites as key communication tools.**

These will continue to help keep the local communities informed about and connected with the FHT's aims, objectives and collaborative working with other Hinterland landowners, wherever possible.

**Activity 7.2 – Continue to publish online the FHT Newsletter and Annual Review.**

As well as a means of general communication, the Newsletters and Annual Review would help provide a means of monitoring and recording progress of the Management Plan's objectives.

**Objective 8**

Continue to foster relationships with existing and new environmental education partners to develop and encourage learning opportunities, activities and resources particularly for young people and school children.

**Activity 8.1 - Strengthen partnerships with environmental education providers and linkages with local schools and other youth groups.**

Continue to work in partnership with organisations like Wild Things!, Duke of Edinburgh Award, John Muir Trust, the Local Children in Community Group (CYC) and Moray OWL (Outdoor Woodland [Scotland]) to facilitate educational and other land connected activities within Wilkies Wood and immediate surroundings.

**Activity 8.2 - Continue to host Forest School courses.**

Wilkies Wood continues to provide an ideal opportunity for hosting and provision of Forest School courses, for example in partnership with Wild Things!.

**Activity 8.3 - Maintain and develop the woodland shelter and composting toilet as a base for providing woodland classroom activities.****Activity 8.4 - Continue to manage the Edible Woodland Garden as an educational / demonstration initiative, and build a small outdoor classroom.****Activity 8.5 Develop a schools information and resource pack featuring the Hinterland habitats managed by FHT.**

This would be for specific use by local schools and other youth organisations, in consultation with partners such as "Wild Things!", SNH and Moray OWL.

**7.6 Theme 3 Management Objectives****STRATEGIC THEME 3 : COMMUNITY ENGAGEMENT & DEVELOPMENT****Objectives:**

- 9 Encourage a deeper understanding and appreciation of the ecology and history of the Hinterland and its habitats.
- 10 Continue to facilitate community training in rural skills to enhance employment opportunities and help build community confidence in connecting with the land and contributing to its management.
- 11 Broaden the existing volunteer base by linking to other volunteering / third sector networks, with a particular focus on youth volunteering initiatives.
- 12 Continue to use Wilkies Wood as a high quality venue for performing arts and other cultural and community events such as the Woodland Festival.
- 13 Prepare an operational plan for the management of the woodland burial area as a long-term community facility.
- 14 Ensure that the governance structure of the FHT provides for a strong, diverse and dynamic leadership that can support and take forward the shared vision and values for its future.

**7.7 Theme 3 Activities****Objective 9**

Encourage a deeper understanding and appreciation of the ecology and history of the Hinterland's and its habitats.

**Activity 9.1 - Organise community volunteer work parties.**

These will be events aimed at helping to encourage a variety of voluntary groups and members of the local communities in and around the Findhorn area to become more involved in learning about, and carrying out, management and sustainable use of the Hinterland's habitats, and in doing so to build a strong sense of community engagement.

**Objective 10**

Continue to facilitate community training in rural and other related skills.

**Activity 10.1 - Facilitate community skills training events.**

There is considerable scope for community involvement, voluntary and employment work in the management of Wilkies Wood and its adjacent habitats, across a spectrum of activities and rural skills.

Community training would help enhance employment opportunities and build community confidence in connecting with the land and contributing to its management.



It could include **organisational** training such as:

- ♦ **Leadership, governance, administration & people skills** - including organising and managing meetings; dealing with complaints and the Press; conflict management; roles and responsibilities of being a company director and/or charity trustee; administering Committees, employing contractors; leading or helping with schools and other children's groups & child protection issues; organising events; complying with health & safety legislation; carrying out a risk assessment; drawing up a contract; public relations skills; management and supervision of volunteers; first aid.
- ♦ **Technical skills** - including woodland / access skills such as path construction, use of motorised hand tools (chainsaw / scrub cutters), horse extraction, green woodworking, charcoal making, dry stone walling, log cabin building, willow basket making and the harvesting and processing of timber for renewable energy.

**Activity 10.2 - Build a "conservation hub" in Wilkies Wood.**

This would include the building of a base for FHT's conservation work in Wilkies Wood from round poles from the wood using traditional building techniques and delivered by a master craftsman to help train local people in these rural skills. The completed building would enhance the conservation work of the trust and incorporate a tool store and tractor shed.

**Objective 11**

Broaden the existing volunteer base.

**Activity 11.1 - Establish linkages with other volunteering / third sector networks, with a particular focus on youth volunteering initiatives.****Objective 12**

Continue to use Wilkies Wood as a high quality venue for performing arts and other cultural and community events such as the Woodland Festival.

**Activity 12.1 - Facilitate the use of Wilkies Wood as a space for community gatherings and events.**

In the past these have included activities such as woodland sculpture, woodland folklore and storytelling, drama, music painting and photography and more recently in the form of the successful Woodland Festivals.

Visiting and hosting other community groups and events, such as the annual Community Woodlands Association conference, will continue to be encouraged.

**Activity 12.2 - Continue to encourage the use of community gathering spaces with provision and maintenance of appropriate infrastructure.**

Such infrastructure includes the Woodland Shelter (see also Activity 9.3), the Woodland Edible Garden (see also Activity 9.4) and provision for small scale camping. All these facilities are located within Wilkies Wood, for which "user guides" will continue to be made available and a booking system operated by the FHT.

**Activity 12.3 - Continue to provide and manage the memorial tree planting area within Wilkies Wood.****Objective 13**

Continue to manage the FHT's natural burial area as a long term community facility.

**Activity 13.1 Develop a long-term management plan for the use of the green burial site within Wilkies Wood.**

Completion of FHT's purchase of the green burial area within Wilkies Wood from the Findhorn Foundation was achieved in 2018.



There is capacity for approximately 300-400 lairs over the designated burial area of 0.5 hectares - see Map 4. An early imperative for FHT is therefore to formalise a long term (100-year) operational plan to safeguard the burial site's status as an important community resource available to all, and a source of income to help support conservation and other purposes.

#### Objective 14

Ensure that the governance structure of the FHT provides for a strong, diverse and dynamic leadership that can support and take forward the shared vision and values for its future.

**Activity 14.1 - FHT will continue to ensure that its governance structures will:**

- ♦ Include a broad representation of local communities.
- ♦ Be appropriately knowledgeable - and "upskilled" in matters pertaining to company governance, landownership responsibilities, conduct of meetings and communication.
- ♦ Maintain a regular rotation of office bearers to ensure freshness of approach and compliance with its Constitution.

### 7.8 Theme 4 Management Objectives

#### STRATEGIC THEME 4 : ACCESS, RECREATION & WELL-BEING

##### Objectives:

- 15 Continue to manage and enhance the range, quality and overall experience of access and recreational facilities for the health and well-being of the local community and visitors.
- 16 Ensure that all land management operations and activities are carried out in ways that safeguard the safety and protection of all those involved in using and working on the Hinterland.

### 7.9 Theme 4 Activities

**Activity 15.1 - Maintain and enhance the pedestrian access network.**

Most of the internal footpath and trails provide adequate and good year round access for most walkers. However, there are sections of the network that become obstructed by encroaching gorse or other vegetation or suddenly by fallen trees and work will regularly be required to keep these open and safe.

All access provision will take account of best practice as set out in the Scottish Outdoor Access Code and potential threats to the rare dune heath habitat.

**Activity 15.2 - Continue to offer the use of the woodland shelter, fire pit, composting toilet etc..**

**Activity 15.3 - Provide and manage a limited number of small backcountry camping pads.**

**Activity 15.4 - Continue to provide for appropriate equine activities on the land within FHT's management remit.**

This would include management of the area of grassland to the east of Wilkies Wood and a thin strip to the south bordering on the Bichan's field as pasturage for pony-related activities. The equine activities would also help connect and integrate a further "user group" with the management of the Hinterland.

#### Objective 16

Ensure that all land management operations and activities are carried out in ways that safeguard the safety and protection of all those involved in using and working within land managed by FHT.

**Activity 16.1 - Maintain a regularly updated general risk assessment for Wilkies Wood area.**

To help the Findhorn Foundation and FHT fulfilling their respective "duty of care" obligations as landowners and managers, particularly with regard to health and safety matters, the FHT will undertake and keep under regular review a general site risk assessment and embed this within its existing Health and Safety Policy for the land within its management remit.

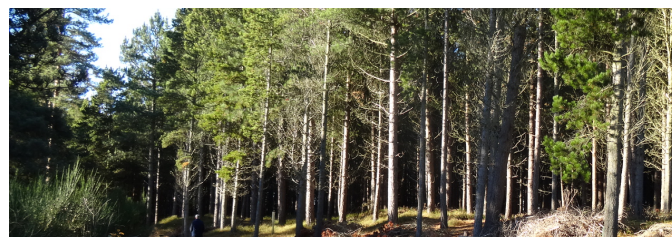
This will include regular inspections to identify any particular risks and any necessary remedial works, particularly after severe weather "events".

**Activity 16.2 - FHT will hold its own public liability insurance.**

Such insurance will cover the full scope of public access / other activities taking place in areas within which FHT is active, with particular regard to:

- ♦ Any impact on third parties including contractors, volunteers and the general public;
- ♦ Woodland operations;
- ♦ Provision of training, where appropriate, to volunteers;
- ♦ Dangerous trees or other potential hazards;
- ♦ Access to relevant infrastructure.

**Activity 16.3 - FHT will be responsible for ensuring that all those undertaking land management activities (both within the land for which FHT has a direct management responsibility and /or on neighbouring landowner's land by request or consent) will have received adequate instruction and/or relevant training and be suitably experienced to ensure that they are competent in the tasks being undertaken.**



## 8 Management Strategy & Action Plan

This Section provides a summary Action Plan incorporating the management activities outlined in Section 7 above, each assigned a **level of Priority**, approximate **time-scale** and **allocation of the**

**lead partner organisation** as appropriate. The Action Plan then forms the framework for the Financial Forecasts in Section 10.

**Table 1 Summary Action Plan**

Activity		Timing (Plan Year)	Priority Level	Who? (lead partner)
<b>STRATEGIC THEME 1 : ENVIRONMENTAL STEWARDSHIP</b>				
<b>1 Objective 1: Implement and monitor the Action Plan for the protection and sustainable management of Local Biodiversity Action Plan priority habitats found within the areas managed by FHT as set out in Section 9.</b>				
1.1	Protect and monitor ground flora including removal of trees and gorse from areas of high priority dune heath, that will contribute to delivery of the Local Biodiversity Action Plan's targets.	On going	HIGH	Land Mgt Sub-Group (LMSG)
<b>Objective 2: Continue the sustainable management of Wilkies Wood and its adjacent habitats.</b>				
2.1	Develop and implement the Woodland Action Plan set out in Section 9 for the on-going sustainable management of Wilkies Wood and its adjacent habitat zones.	On-going from 2019	HIGH	LMSG
2.2	Explore ways of supporting the costs of the on-going employment of a part time Land Manager to support this sustainable management (see Appendix IV for Job Description).	2019	HIGH	Finance / Fundraising Sub Group
<b>Objective 3: Maintain a programme of habitat monitoring and biological record keeping for priority LBAP species and habitats.</b>				
3.1	Develop maps and records of species diversity as well as areas of non-native species and use this information to help guide and prioritise their future management and control.	2019-20	MEDIUM	Chair LMSG
<b>Objective 4: Maintain a Fire Plan for Wilkies Wood and its adjacent habitats , incorporating gorse and firebreak management where appropriate in cooperation with neighbouring landowners.</b>				
4.1	Develop and keep under regular review a Fire Plan.	2019	HIGH	FHT Land Manager
<b>Objective 5: Develop and implement a deer management policy for Wilkies Wood.</b>				
5.1	Carry out a survey of deer numbers and use the results as the basis for a developing a deer management plan for Wilkies Wood and adjoining land in collaboration with neighbouring landowners.	2020	MEDIUM	Chair FHT
<b>STRATEGIC THEME 2 - EDUCATION &amp; AWARENESS</b>				
<b>Objective 6: Develop a programme of training and other promotional events to exchange knowledge and raise awareness of the special ecological and natural history qualities of the Hinterland and their stewardship.</b>				
6.1	Develop a programme of themed volunteering and training events based on the management and conservation of local habitats .	2019	MEDIUM	[New] Education Sub Group (ESG)



Table 1 Summary Action Plan (continued)

Activity		Timing (Plan Year)	Priority Level	Who? (lead partner)
<b>Objective 7: Continue to develop and maintain ways of communicating and sharing information about the management of Wilkies Wood and its immediate surroundings via the FHT website and other social media outlets.</b>				
7.1	Re-develop the web and Facebook sites as key communication tools.	2019	HIGH	Iain Davidson
7.2	Continue to publish online the FHT Newsletter and Annual Review.	On-going	MEDIUM	
<b>Objective 8: Continue to foster relationships with existing and new environmental education partners to develop and encourage learning opportunities, activities and resources particularly for young people and school children.</b>				
8.1	Strengthen partnerships with environmental education providers and linkages with local schools and other youth groups.	2020	MEDIUM	ESG
8.2	Continue to host Forest School courses.	On-going	MEDIUM	Wild Things!
8.3	Maintain and develop the woodland shelter and composting toilet as a base for providing woodland classroom activities.	2019	MEDIUM	Land Manager with LMSG
8.4	Continue to manage the Edible Woodland Garden as an educational / demonstration initiative, and build a small outdoor classroom.	2019	MEDIUM	A Marie Burgess
8.5	Develop a schools information / resource pack featuring the Hinterland habitats managed by the FHT.	2020	MEDIUM	ESG
<b>STRATEGIC THEME 3 : COMMUNITY ENGAGEMENT &amp; DEVELOPMENT</b>				
<b>Objective 9: Encourage a deeper understanding and appreciation of the ecology and history of Wilkies Wood and the Hinterland as a whole..</b>				
9.1	Organise community volunteer work parties.	On-going	MEDIUM	Mem/ship Secretary With Land Manager
<b>Objective 10: Continue to facilitate community training in rural skills to enhance employment opportunities and help build community confidence in connecting with the land and contributing to its management .</b>				
10.1	Facilitate community skills training events.	2020	MEDIUM	
10.2	Build a "conservation hub" in Wilkies Wood.	2019	MEDIUM	FHT Chair
<b>Objective 11: Broaden the existing volunteer base by linking to other volunteering / third sector networks, with a particular focus on youth volunteering initiatives.</b>				
11.1	Establish linkages with other volunteering / third sector networks, with a particular focus on youth volunteering initiatives.	2019	MEDIUM	Chair with ESG
<b>Objective 12: Continue to use Wilkies Wood as a high quality venue for performing arts and other cultural and community events such as the Woodland Festival.</b>				
12.1	Facilitate the use of Wilkies Wood as a space for community gatherings and events.	On-going	MEDIUM	Events Trustee
12.2	Continue to encourage the use of community gathering spaces with provision and maintenance of appropriate infrastructure.	On-going	MEDIUM	Events Trustee
12.3	Continue to provide and manage the memorial tree planting area within Wilkies Wood.	On-going	MEDIUM	Green Burial Co-ordinator GB Sub Group (GBSG)
<b>Objective 13: Continue to manage the FHT's natural burial area as a long term community facility.</b>				
13.1	Develop a long-term management plan for the natural burial area within Wilkies Wood.	2019	HIGH	GBSG

Table 1 Summary Action Plan (continued)

Activity		Timing (Plan Year)	Priority Level	Who? (lead partner)
<b>Objective 14: Ensure that the governance structure of the FHT provides for a strong, diverse and dynamic leadership that can support and take forward the shared vision and values for its future.</b>				
14.1	The FHT Trustees will continue to ensure that its governance structure will: ♦ Include a broad representation of local communities. ♦ Be appropriately knowledgeable. ♦ Maintain a regular rotation of office bearers.	On-going	MEDIUM	Trustees
<b>STRATEGIC THEME 4 : ACCESS, RECREATION &amp; WELL-BEING</b>				
<b>Objective 15: Continue to manage and enhance the range, quality and overall experience of access and recreational facilities for the health and well-being of the local community and visitors.</b>				
15.1	Maintain and enhance the pedestrian access network.	On-going	MEDIUM	LMSG + Land Manager
15.2	Continue to offer the use of the woodland shelter, fire pit, composting toilet etc..	On-going	MEDIUM	Land Manager
15.3	Provide and manage a limited number of small backcountry camping pads.	On-going	MEDIUM	Land Manager
15.4	Provide signage & interpretation.	On-going	MEDIUM	Trustees
<b>Objective 16: Ensure that all land management operations and activities are carried out in ways that safeguard the safety and protection of all those involved in using and working within land managed by FHT.</b>				
16.1	Maintain a regularly updated general risk assessment for the areas under FHT management.	On-going	MEDIUM	FHT Chair + Land Manager
16.2	FHT will continue to hold its own public liability insurance for the areas under its management.	On-going	MEDIUM	FHT Secretary
16.3	FHT will be responsible for ensuring that all those undertaking land management activities on its behalf – and/or on neighbouring landowner's land by request or consent - will have received adequate instruction and/or relevant training and be suitably experienced to ensure that they are competent in the tasks being undertaken.	On-going	MEDIUM	Trustees



# 9 Action Plan for Hinterland Habitat Zones

## 9.1 Introduction

This section of the overall Management Plan sets out a specific Action Plan for the future management of the four major habitats found on FHT-managed land as described and mapped in Section 3.3 ('Key Habitat Types') - namely **dune heath**, **species-rich grassland**, **dune scrub** and **woodland**, but with particular emphasis on management of the dune heath.

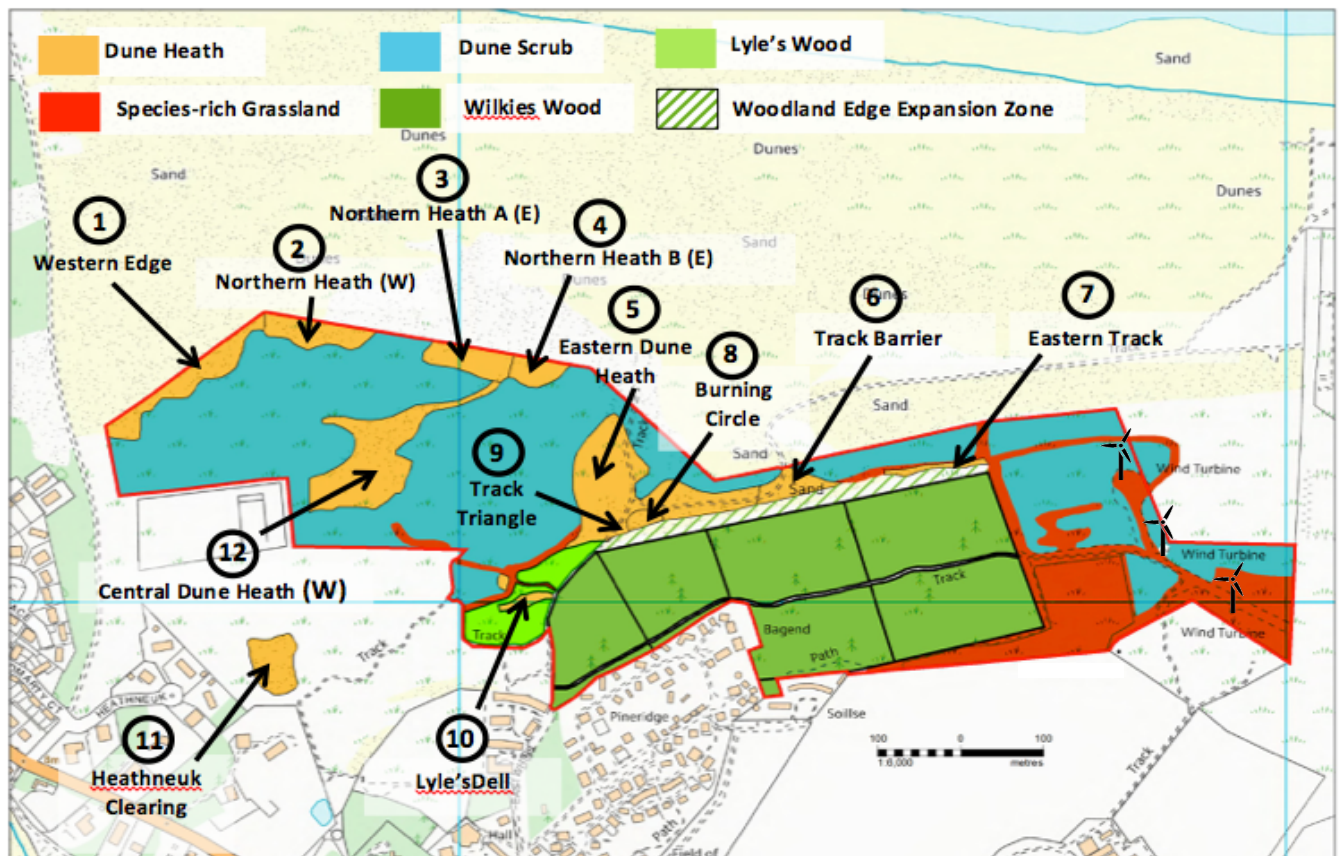
The Action Plan lists the habitats in terms of their national conservation priority as set out in the draft Local Biodiversity Action Plan 2013-2018, the key species associated with them, the main issues that have been identified which will affect their management and proposed actions to be carried out.

## 9.2 Dune Heath

Because of its national importance particularly with regards to the lichen species present, the detailed Action Plan (as set out in Table 4) for this habitat has been developed to ensure that the FHT demonstrates sensitive and effective management of these special areas.

Representative samples of all distinct habitat types, as set out in the Lichen Survey and listed in Appendix VI, can be found on FHT managed land and to effectively manage these each distinct "pocket" of dune heath has been named and mapped (see Map 8 below).

Map 8 – Dune Heath Management Areas



Each of these pockets are described in terms of the Lichen Survey (2008) habitat type it represents, any special lichen species present listed, the level of priority given for the area according to its conservation value and accordingly detailed management proposals given for each pocket - see Table 4 over.

Note that the Heathneuk Clearing area has been included within the Action Plan even although details of a separate management agreement with Duneland Ltd have still to be worked out.

### **9.3 Species-rich Grassland**

The action plan proposals for this habitat type are provided in Table 5 and are based on the recommendations provided in the Local (Hinterland) Biodiversity Action Plan. Management focuses on planning of grazing to maximise the availability of flowers through the summer and maintaining an intimate mosaic of open grassland and gorse thickets with sheltered glades.

### **9.4 Dune Scrub**

The proposals for this habitat type are also provided in Table 5 with management focussing on removal of scrub from the most valuable areas of dune heath habitat and maintaining sunny, flower-rich glades and wide firebreaks.



Table 4 Lichen Habitat Areas - Descriptions & Management Proposals

Map No, Name & Description	Lichen Survey Habitat Type	Important Species	Priority	Management Proposals
<b>1 Western Edge</b>				
Sand cliffs, edge of gorse, edge of paths and flat open areas	2, 3A, 3B, 3C, 1 (on a small scale)	<i>Peltigera malacea</i> on path edges – nationally rare. <i>Leptogium palmatum</i> - nationally scarce	MEDIUM	<ul style="list-style-type: none"> <li>Removal of all trees, including Scots pine &lt;5m tall within 5m (min) of area (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control re-growth.</li> <li>Removal of pine and gorse seedlings biennially if annual work not possible.</li> <li>Annual monitoring.</li> <li>Considerable dog fouling – work with FKCC and landowners on this.</li> </ul>
<b>2 Northern Heath (W)</b>				
Sandy with pebbles in the lee of pine	3		MEDIUM	<ul style="list-style-type: none"> <li>Removal of all trees, including Scots pine &lt;5m tall within 5m (min) of area (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control re-growth.</li> <li>Removal of pine and gorse seedlings biennially if annual work not possible.</li> <li>Annual monitoring.</li> </ul>
<b>3 Northern Heath A (E)</b>				
Sandy with pebbles. Flat area with sand and pebbles. Edge of path. Edge of raised flat area with <i>Calluna</i> , <i>Erica</i> and moss. Adjacent to extensive flat, sandy pebble area (FDT) with good lichen cover	2, 7, 3	<i>Peltigera malacea</i> (fertile). <i>Lepraria elobata</i> on sand cliffs and nationally scarce.	HIGH	<ul style="list-style-type: none"> <li>Initial intense session took place 2017 removing invasive sp. Remove pine and gorse seedlings annually by a dedicated work party.</li> <li>Remove all trees, including Scots pine &lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle)</li> <li>Annual strimming to control re-growth.</li> <li>Monitor annually effectiveness of work carried out in 2017.</li> </ul>
<b>4 Northern Heath B (E)</b>				
Sandy hollow surrounded by gorse. Pebbles	2, 3	<i>Placopsis</i> - first record for NE Scotland.	HIGH	<ul style="list-style-type: none"> <li>Initial intense session removing all trees, including Scots pine &lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control regrowth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Monitor annually.</li> </ul>
<b>5 Eastern Dune Heath</b>				
Open sand with low hummocks of <i>Calluna</i> and pebbles. Good lichen populations on the edge of the burning circle. <i>Cladonia zopfii</i> in more stable sand at edges.	3, 8	Fertile <i>Leptogium palmatum</i> (nationally scarce). <i>Cladonia zopfii</i> – nationally scarce	HIGH	<ul style="list-style-type: none"> <li>Initial intense session removing all trees, including Scots pine &lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control regrowth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Monitor annually.</li> <li>Try not to drive tractor or other machinery off the tracks.</li> </ul>

Table 4 Lichen Habitat Areas - Descriptions & Management Proposals (cont)

Map No, Name & Description	Lichen Survey Habitat Type	Important Species	Priority	Management Proposals
<b>6 Track Barrier</b>				
Sand, pebbles, edge of gorse + open sandy areas. Ridges, low hummocks of Calluna/ Erica and paths	3,4 and 1 (on a small scale)	<i>Melanelia disjuncta</i> on 3 pebbles to the W of barrier (nationally scarce and furthest north record in UK.)	HIGH	<ul style="list-style-type: none"> <li>Initial intense session removing all trees, including Scots pine&lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control regrowth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Monitor annually.</li> </ul>
<b>7 Eastern Track</b>				
Edge of track. Sand cliffs with Calluna / Erica hummocks	2,3	<i>Peltigera malacea</i> on sand cliffs	HIGH	<ul style="list-style-type: none"> <li>Initial intense session removing all trees, including Scots pine&lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control regrowth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Monitor annually.</li> <li>Use topper on firebreak edges annually (in autumn) to keep gorse etc in check.</li> </ul>
<b>8 Burning Circle</b>				
Loose sand with few lichens			LOW	<ul style="list-style-type: none"> <li>Monitor to see if there is change over time.</li> </ul>
<b>9 Track Triangle</b>				
Heavily used area. Edge of path with sand cliffs. In the lee of a number of pines. Stony flat area.	1 (small scale, 2, 3, 5	<i>Peltigera malacea</i> and fertile <i>Leptogium palmatum</i> on N track edges (first time ever this has been found fertile)	HIGH	<ul style="list-style-type: none"> <li>Initial intense session removing all trees, including Scots pine&lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control regrowth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Monitor annually.</li> <li>Take care of track edges when using machinery.</li> </ul>
<b>10 Lyle's Dell</b>				
Edge of path. Sand banks. Hummocks with moss. Calluna/ Erica +pebbles. Surrounded by gorse and mixed deciduous and conifer trees.	2, 3	<i>Peltigera malacea</i>	MEDIUM	<ul style="list-style-type: none"> <li>Removal of Lodgepole Pine and gorse seedlings annually if possible.</li> <li>Annual topper mowing of edges (in Autumn) to keep area open</li> <li>Annual monitoring.</li> </ul> <p>Possible issues; shading as trees and Calluna grows and fallen leaves.</p>



Table 4 Lichen Habitat Areas - Descriptions & Management Proposals (cont)

Map No, Name & Description	Lichen Survey Habitat Type	Important Species	Priority	Management Proposals
<b>11 Heathneuk Clearing</b>				
Open sandy clearing with open pebble areas and others with more Calluna and Erica Surrounded by gorse and quite hidden.	3A	<i>Peltigera malacea</i> – nationally scarce/endangered, <i>Cladonia uncialis subsp uncialis</i> – nationally scarce/vulnerable. <i>Cladonia zopfii</i> – nationally scarce, <i>Stereocaulon condensatum</i> – nationally scarce.	HIGH	<ul style="list-style-type: none"> <li>Managed and paid for under separate contract with Duneland Ltd to be put in place spring 2019.</li> <li>Initial intense session removing all trees, including Scots pine&lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control regrowth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Management of encroaching, fast growing, self seeded pines may be necessary and access to be left discrete but opened up a little more – keep only one access path to discourage use by campers and reduce foot fall.</li> <li>Consider removal of gorse including roots by using an excavator to create bare sand for new lichen colonisation. All brash removed. Needle litter raked up and removed. This may open up access which would be undesirable so may be counter productive with other areas being more suitable for such an experiment.</li> <li>Monitor annually.</li> </ul>
<b>12 Central Dune Heath</b>				
Edge of path. Shingle ridges in sand. Sand cliffs. Small open stone areas. Hummocks with Calluna.	1, 2, 3, 4.	<i>Stereocaulon condensatum</i> (nationally scarce) in some quantity. A pioneer sp on sandy banks and in-between pebbles.	HIGH	<ul style="list-style-type: none"> <li>Initial intense session removing all trees, including Scots pine&lt;5m tall within 5m (min) of priority dune heath (including shingle and bare sand areas).</li> <li>Gorse clearance to within 5m (min) of priority dune heath (inc bare sand and shingle).</li> <li>Annual strimming to control re-growth.</li> <li>Annual removal of pine and gorse seedlings by a dedicated work party</li> <li>Monitor annually.</li> </ul>

Table 5 Species-rich grassland, dune scrub and woodland summary management proposals

Habitat Type	Important Species	Key Issue	Management Proposals
<b>Species-rich grassland</b>			
Located mainly around the wind turbines and within the natural burial area.	Linnet, yellowhammer, cuckoo, long-eared owl, common toad, common lizard, slow worm, adder, roe deer.	Scrub encroachment	<p><b>General:</b></p> <ul style="list-style-type: none"> <li>Annual mowing of firebreaks in autumn to control gorse re-growth.</li> </ul> <p><b>Wind turbine area:</b></p> <ul style="list-style-type: none"> <li>Grazing management to allow summer flowering (end of April to mid-September) on the most valuable areas of open grassland, gorse glades and firebreaks.</li> <li>Gorse clearance to extend sheltered flower-rich glade areas for butterflies and reptiles</li> <li>Leaving some tussocky grassland and gorse glades ungrazed/ grazed very infrequently.</li> <li>Temporary signs April- August 'Baby deer – please keep dogs on leads in this area.</li> <li>Management of hedge shown on Map 4.</li> </ul>

Table 5 Species-rich grassland, dune scrub and woodland summary management proposals (cont)

Habitat Type	Important Species	Key Issue	Management Proposals
<b>Dune scrub</b>			
Valuable habitat providing shelter for mammals, bird nesting opportunities and creating important micro-habitats for butterflies and reptiles. But in some areas invading the more valuable dune heath habitat.	Linnet, yellowhammer, cuckoo, long-eared owl, kestrel, common toad, common lizard, slow worm, adder, hedgehog, brown hare, pipistrelle bat, brown long-eared bat, roe deer, northern brown argus, small heath, common blue, dark green fritillary, common hawk, southern hawk, bees.	Scrub encroachment	<ul style="list-style-type: none"> <li>Needs recognition as a key component of Hinterland ecosystem.</li> <li>No action required.</li> <li>Gorse clearance recommended in dune heath and species-rich grassland areas and some cutting back to maintain firebreaks.</li> </ul>
<b>Woodland</b>			
Mainly coniferous woodland (Wilkie's wood)	Redpoll, crossbill, spotted flycatcher, song thrush, bullfinch, long-eared owl, common toad, red squirrel, hedgehog, pine marten, brown long-eared bat, pipistrelle bat, roe deer, speckled wood, creeping ladies tresses, lichens, fungi.	Habitat diversity	<p>See Section 9.5 for further detailed management proposals, but these would also include:</p> <ul style="list-style-type: none"> <li>Identification and protection of veteran trees</li> <li>Retention of new deadwood – standing and fallen</li> <li>Mapping and protection of squirrel nesting dreys</li> <li>No felling policy Jan – September (squirrels, birds)</li> <li>Targeting thinning so as to keep some quiet 'chainsaw free' blocks of woodland throughout the year for breeding squirrels</li> <li>Maintaining corridors of high canopy connectivity for squirrel travel.</li> <li>Maintaining a scattering of non-native conifers, especially spruce</li> <li>Maintaining some areas of birch thicket</li> <li>Maintaining some un-thinned areas of dense forest</li> <li>Provision of brash piles</li> </ul>

## 9.5 Woodland

### 9.5.1 Overview

This section details the management proposals for Wilkie's Wood, the main area of woodland managed by the FHT and the other woodland areas managed by the Trust, namely Lyle's Wood and the "woodland expansion zone". It will help inform any subsequent Woodland Management Plan that may be required to support future funding applications under the Scottish Government's Forestry Grant Scheme (FGS). Such plans, including the subsequent management itself, must meet the requirements of the UK Forestry Standard (UKFS - See Section 4.1 and Appendix V) and will be assessed by the funding body accordingly.

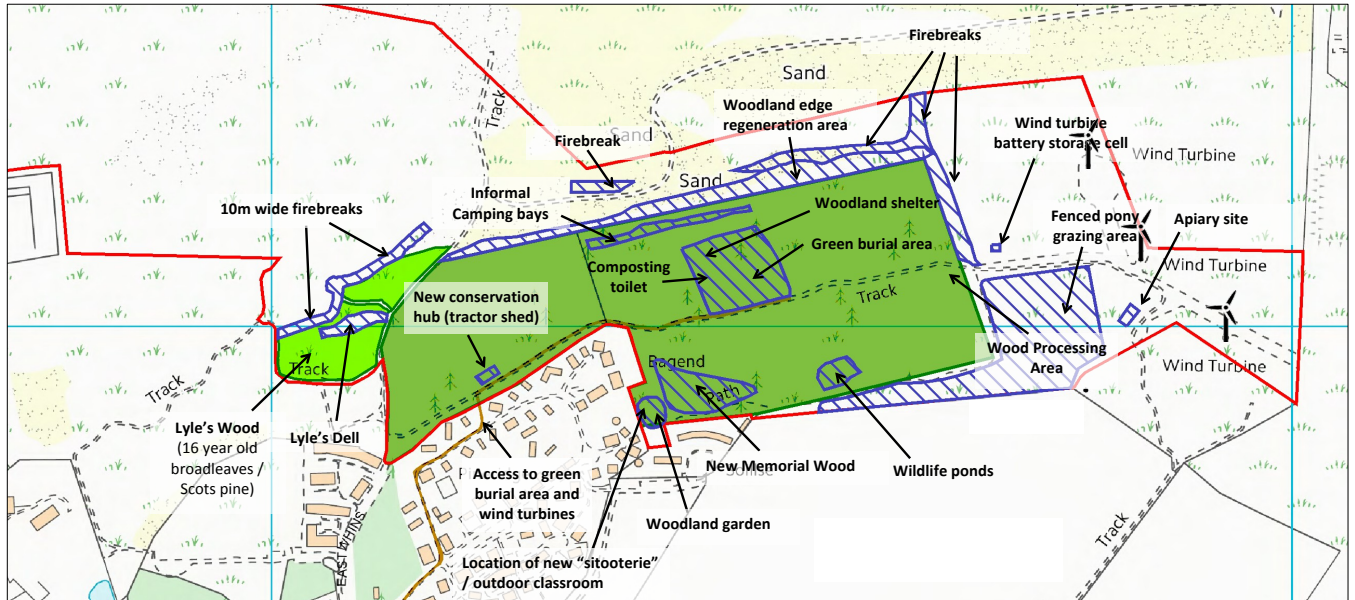
### 9.5.2 Wilkie's Wood - Key Features & Management Constraints

Wilkie's Wood is a 9.9ha conifer plantation comprising a mixture of Scots, Lodgepole and Corsican pine planted between 1952 and 1962. The plantation is characterised by a number of key features and associated

management constraints as set out below and shown in Map 9:

- ♦ The plantation is predominantly even-aged and approaching maturity. In order to mitigate the potential for being faced with large scale clear-felling in the future, for which the catalyst could be another significant wind blow, and could have major negative impacts on the plantation's environmental, economic and amenity values, the commencement of phased restructuring - i.e creating a greater diversity of age and species - should be started as soon as possible.
- ♦ Those stands not earmarked for clearfelling over the next 10-15 years are overstocked (i.e. the trees are too densely spaced) and in urgent need of thinning to encourage and maintain the health of the better remaining stems, as well as reintroducing more light and ground flora diversity to the forest floor.
- ♦ There is gradual but continuous "invasive" spread of natural regeneration Scots, and the non-native Lodgepole, pine northwards (on the prevailing wind)

Map 9 – Wilkies Wood, Lyle’s Wood and immediate surroundings



- ♦ from the northern boundary of the wood into the adjacent dunes, shingle and lichen areas. Whilst this does provide opportunities to develop a more diffuse, biodiverse and less rigidly shaped woodland edge over time, the management of this process also needs to be balanced with the need to protect the integrity of the adjacent habitats.
- ♦ The proximity of the eastern edge of the woodland to the adjacent Findhorn Wind Park has implications for future woodland management, restocking and any new tree planting in relation to effects on future efficiency of the turbines’ generating capacity.

### 9.5.3 Mapping & Compartmentalisation

For management purposes, Wilkies Wood has been divided into six “compartments” (see Map 10, Page 32) the boundaries of which are identifiable by permanent or semi-permanent features such as species, woodland type, usage and access tracks. These are further subdivided into “sub compartments”, whose boundaries may change over time depending on management regimes. A more detailed description of each of the compartments / sub compartments is provided in Table 6.

### 9.5.4 Vision for Wilkies Wood

Wilkies Wood will contribute to the Trust’s overall vision for the Hinterland by being **“a sustainably managed and resilient woodland that protects and enhances biodiversity, provides a source of timber and fuel and a highly valued place for quite recreation and outdoor learning by local communities and visitors”**.

This vision will be pursued under the FHT’s wider Management Plan strategic themes (see page 13) which are:

- ♦ environmental stewardship;
- ♦ education and awareness;
- ♦ community engagement and development; and
- ♦ access, recreation and well being.

Table 6 - Wilkies Wood: Cpt / Sub Cpt Descriptions

Cpt	Sub Cpt	Area (ha)	Description
1	a	1.18	Mostly Corsican pine with occasional Lodgepole (LP) and Scots pine (SP) at edges. Aged approx. 55 years old, of reasonable form, health and timber quality. Overstocked.
	b	0.15	
Cpt Total		1.33	
2	a	1.30	Mostly Corsican pine with occasional Lodgepole (LP) and Scots pine (SP) at edges. Aged approx. 55 years old, of reasonable form, health and timber quality. Overstocked.
	b	0.08	
Cpt Total		1.38	
3	a	0.16	Remaining woodland edge, mostly Lodgepole pine, remaining after 2005 windblow.
	b	1.08	Partly replanted in 2008-09 (following 2005 windblow) with mixed native broadleaves and Scots pine in tree shelters, supplemented by subsequent natural regeneration of Scots pine and mixed broadleaves. Now approaching full stocking.
	c	0.52	Retained as open ground for the FHT’s natural burial area and shelter.
Cpt Total		1.76	
4	a	0.07	Scots pine - approx. 55 years old. Retained as part of the FHT’s natural burial area.
	b	1.22	Scots pine aged approx. 55 years old, overstocked with narrow crowns. Some windblow at edges.
	c	0.55	Scots pine aged approx. 55 years old, overstocked with narrow crowns. Some windblow at edges.
	d	0.01	Open ground
Cpt Total		1.85	
5	a	1.53	As for Cpt 4, but more heavily overstocked with poor timber form and very narrowly crowned trees.
Cpt Total		1.53	
6	a	1.02	Partly under thinned Scots pine approx. 55 years old.
	b	0.69	Partly windblown and now varying density Scots pine approx. 55 years old plus some natural regeneration and enrichment planting of mixed conifers and broadleaves at eastern end in previously windblown area.
	c	0.07	Open ground
	d	0.08	Wildlife Ponds
Cpt Total		1.86	
Track		0.20	
Total		9.91	



### 9.5.5 General Woodland Management Principles

The FHT's decision-making framework for the more technical aspects of the future management of Wilkies Wood will be based on the following principles:

- ♦ The woodlands will be managed in accordance with the requirements of the UK Forestry Standard, including all relevant legislation and industry best practice guidelines.
- ♦ Wherever silviculturally practicable and feasible, preference will be given to managing the woodlands using low impact silvicultural systems (LISS) in an attempt to retain a permanent woodland appearance - notwithstanding periodic catastrophic wind blow which cannot be mitigated against. This means the avoidance of large scale felling except where LISS is considered inappropriate. Instead smaller scale felling than that normally associated with UK plantation management will be favoured and with a preference for re-stocking and/or natural regeneration with native species wherever feasible and within timescales that are compatible with other management objectives.
- ♦ There will be a general presumption against encouraging longer term and potentially invasive regeneration of non-native species - such as Lodgepole pine and Corsican pine - except where there are shorter term advantages, for example in helping to protect other preferred species such as Scots pine in becoming successfully established.
- ♦ An up to date Health and Safety Policy will be maintained, setting out how relevant legal responsibilities and industry guidelines will be met in the context of all woodland-related operations, including any impacts on third parties including contractors, volunteers, and the general public. All people undertaking woodland activities must, where appropriate, have received adequate instruction and/or relevant training and /or be suitably experienced to ensure that they are competent in the tasks being undertaken. All woodland operations will be accompanied by a documented site risk assessment prior to the work being undertaken.
- ♦ A generic site risk assessment will be carried out for all areas of the hinterland area that are owned/ and or managed by the FHT. This will be supported by bi-annual safety inspections of trees and infrastructure and any remedial actions identified and documented to maintain the woodlands in a safe condition with respect to public and third party access.
- ♦ A written and regularly updated Fire Plan will be maintained and shared with the local Fire Brigade in accordance with Objective 4 Activity 4.1 (Page 19).
- ♦ As and when necessary, wildlife management / vermin control will be carried out in a professional manner in line with all relevant legislation and best practice guidelines and in a manner that maintains the ecological integrity of the woodlands.
- ♦ The practice of burning lop and top following felling operations will only be carried out where there are

clear advantages in terms of improved establishment, ground preparation, wildlife management or amenity and public safety, and when licensed by SEPA. Otherwise there will be a presumption against burning.

- ♦ The use of synthetic herbicides / pesticides will be avoided wherever possible. Where there are no suitable alternative measures, the choice of chemical will pay full regard to legal requirements, environmental considerations, the silvicultural benefits to be achieved and the availability of alternative methods of achieving these benefits.
- ♦ Where practicable the use of biodegradable lubricants - for example for chainsaws - will be encouraged.
- ♦ There is a general presumption that an appropriate proportion of any timber emanating from thinning and felling in Wilkies Wood will be made available for local use, whether for firewood, conversion to other woodfuel or construction.
- ♦ Where safe and practical, an element of deadwood will be retained within the woodland. Fallen or felled deadwood will be favoured over standing deadwood where safety considerations are a priority.

### 9.5.6 Woodland Management Objectives

The more specific woodland management objectives will be to:

- ♦ **Continue with the restructuring of Wilkies Wood to maintain and broaden its age class structure and improve species diversity.**
- ♦ **Use the on-going process of restructuring and thinning to generate income that can contribute to the woodland's longer-term economic sustainability.**
- ♦ **Protect and enhance the biodiversity of the woodland and its wildlife habitats, particularly for red squirrel which is a European Protected Species.**
- ♦ **Manage the woodland in ways that minimise potentially adverse impacts on its adjacent habitats and neighbouring land uses, including the wind turbines.**
- ♦ **Enhance the woodland's resilience to potential risks from climate change and pests and diseases by choice of species, and management of local deer populations, livestock and other mammals to ensure that damage to young trees and other habitats is kept within acceptable levels.**
- ♦ **Continue to facilitate opportunities for woodland-based outdoor learning and skills development particularly for young people.**
- ♦ **Continue to enhance the quality of public access to the woodland.**
- ♦ **Continue to promote awareness of the economic, environmental and health and well-being benefits of the woodland and encourage involvement of local communities in its on-going management.**

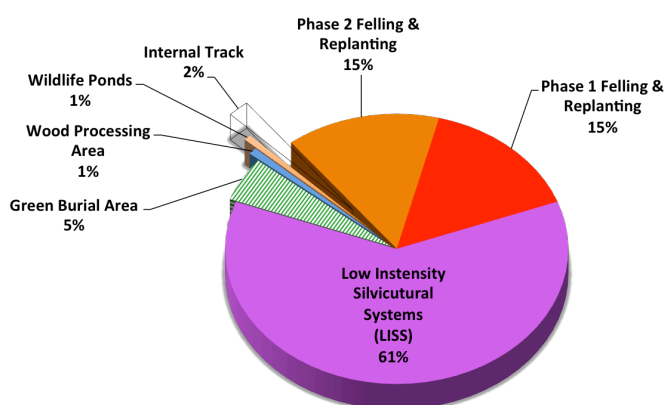
### 9.5.7 Woodland Management Proposals

#### Restructuring

The process of restructuring Wilkies Wood would comprise a combination of **Low Intensity Silvicultural Systems** (LISS) involving the gradual smaller scale felling and regeneration of the majority of the plantation over an extended period of, say, 20-30 years and phased but more intensive **felling** and replanting / regeneration over the next 7-10 years.

Map 10 below shows how these two key restructuring methods are planned to be carried out across Wilkies Wood.

The respective proportions of LISS and the felling phases and are illustrated in the figure below:



#### Felling

Phased intensive **felling** and restocking would be carried out in parts of Cpts 4 and 6, with Phase 1 commencing in Cpt 4 within this Management Plan period (2019-2023) – see Map 10 below.

These are now probably the least stable, but most overstocked and poorest quality stands within the plantation towards the eastern end of the plantation where wind damage is advancing, thinning has been delayed and the benefits of thinning now would be heavily outweighed by the risk of further windblow.

Felling would be carried out in two phases, separated by a period of between 7 and 10 years to allow the regeneration of the Phase 1 felling to have progressed to the extent whereby forest conditions have been re-established to the minimum stocking densities required (typically at least 2,500 trees per hectare) and the average crop height has reached at least 2m - as typically required by the UK Forestry Standard.

Once this stage of restocking of Cpt 4 has been reached the Phase 2 felling of Cpt 6 would then take place - see Table 7 and Map 10.

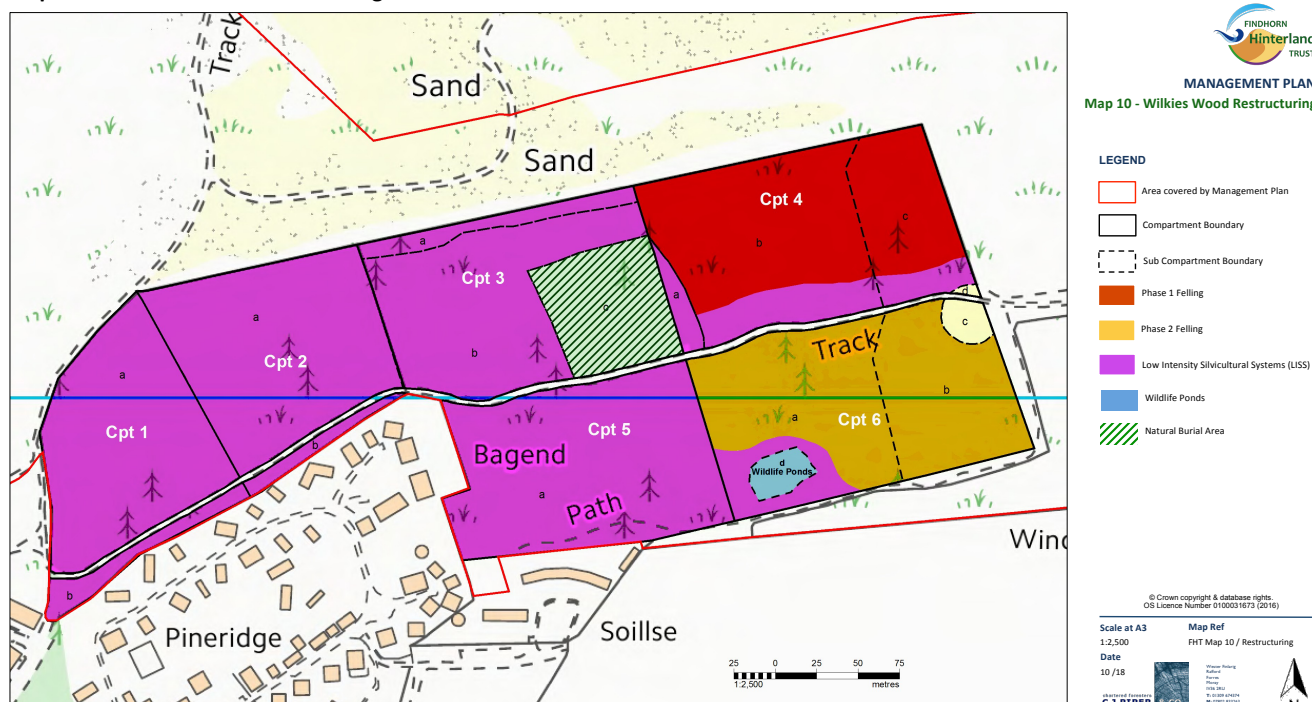
Felling operations are likely to be carried out by appropriately trained woodsmen from within the local community but may require the assistance of an external harvesting contractor to fell, cross cut and stack the timber for supplying external markets and /or future use by the community.

Permissions to fell and meeting of conditions for restocking would be required under the Forestry and Land Scotland Act 2018's new Felling and Restocking Regulations.

#### Restocking

Restocking would aim for approximately 70% conifers (principally Scots pine and juniper with a scattering of Norway spruce for future red squirrel habitat ) and 30% native broadleaves (birch, rowan, wild cherry and native shrub / fruit species), all at a stocking density of at least

Map 10 – Wilkies Wood Restructuring



2,500 trees per ha. Up to 10% of the felled area would be allowed to remain as open ground to promote ground flora diversity.

Restocking would comprise a combination of natural regeneration augmented by artificial replanting (in order to achieve restocking densities that meet the minimum requirements under the UKFS - a process shown to have been highly successful following the clearing of the wind blown area of Cpt 3 in 2006/7.

Any artificial replanting of Scots pine and other conifers should be delayed by at least two planting seasons to:

- help reduce the likelihood of attack by large pine weevil (*Hylobius abietis*) which can cause catastrophic damage to young transplants, and may otherwise require intervention with pesticide or other artificial protection, and
- provide the opportunity for any natural regeneration to commence.

Naturally regenerating seedlings of non-native species such as Lodgepole pine, will be removed on an on-going basis.

### LISS

Sometimes referred to as “continuous cover forestry”, LISS is a broad term referring to alternative systems of silviculture to clearfelling and replanting, the latter being the dominant system used in UK forestry due mostly to fact that most of our forests are planted on exposed upland sites with wet soils. Low impact or “irregular” systems offer opportunities to extend rotation lengths and to diversify woodland structure and provide a more “naturalised” feel to woodlands. However, this is often only possible where soil conditions and exposure are favourable and stands have been well thinned throughout their normal rotations.

The key to success in implementing LISS requires a sound technical knowledge of silviculture, knowledge of the species and stands concerned, commitment to long term management and a certain amount of opportunism as results cannot always be guaranteed, particularly if natural regeneration is relied on as the main method of restocking. Where LISS is found not to be an appropriate method or other physical factors (such as disease or windblow) intervene, then it may be necessary to revert to more orthodox felling and replanting.

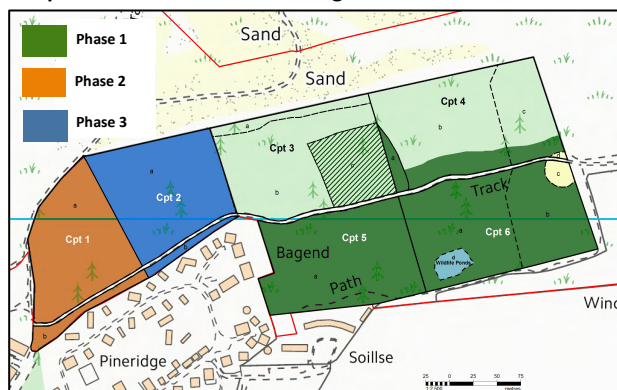
Those parts of Wilkies Wood that may be suitable for the application of LISS, comprising over 60% of the total woodland area, are shown in Map 10.

### 9.5.8 Thinning

The other immediate priority for Wilkies Wood is the thinning of the remaining compartments. Whilst some thinning has taken place over the past few years all the stands have become overstocked (too dense) and the thinning out of poorer quality, often suppressed trees is necessary in order to provide more light to the forest floor, concentrate future growth on the better quality stems and in the longer term to begin to encourage natural regeneration within the “under storey”.

In more commercial situations, the areas concerned would be thinned by external contractors within contractual timescales. However, as the thinning in Wilkies Wood is likely to be carried out by the local community, it would be more practical to phase the thinning over the next, say, 3-5 years - see Map 11 below. Felling Permissions from Scottish Forestry (the successor body to Forestry Commission Scotland from 2019) will be required.

Map 11 – Wilkies Wood Thinning Phases



A summary schedule of the restructuring and thinning programme is provided in Table 7 below.

Table 7 Wilkies Wood - Restructuring & Thinning Schedule

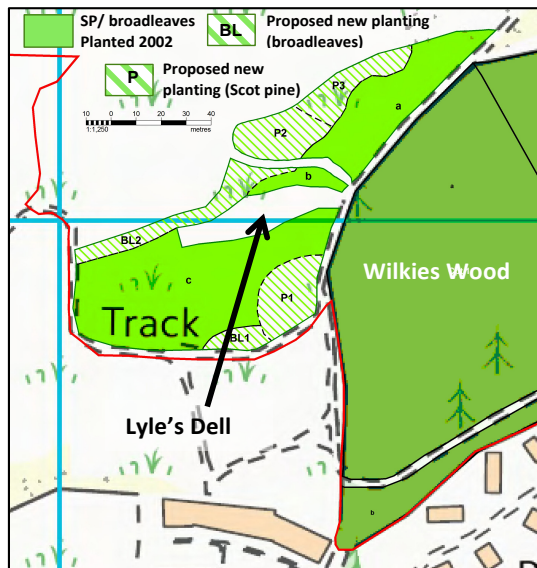
Operation	Sub Cpt	Area (ha)	Timing
<b>Compartment 1</b>			
Phase 2 Thinning	a	1.18	2021
Phase 2 Thinning	b	0.15	2019
LISS	a	1.18	On-going
LISS	b	0.15	On-going
<b>Compartment 2</b>			
Phase 3 Thinning	a	1.30	2023
Phase 3 Thinning	b	0.08	2023
LISS	a	1.30	On-going
LISS	b	0.08	On-going
<b>Compartment 3</b>			
LISS	a,b	1.24	On-going
<b>Compartment 4</b>			
Phase 1 Felling	b,c	1.44	(2019-2021)
LISS	a,b,c	0.40	On-going
Phase 1 Thinning	a,b,c	0.40	2019
<b>Compartment 5</b>			
LISS	a	1.53	On-going
Phase 1 Thinning	a	1.53	2019
<b>Compartment 6</b>			
Phase 2 Felling	a,b	1.52	(2028-2031)
LISS	a	0.19	On-going
Phase 1 Thinning	a,b,c	1.71	2019

### 9.5.9 Lyle's Wood

Lyle's Wood, situated immediately adjacent to the northwestern boundary of Wilkies Wood, extends to 0.76ha of which 0.51ha were planted with a mixture of Scots pine and broadleaves in 2002 – see Map 12 below.



Map 12 – Lyle's Wood



This area will continue to be managed by FHT on behalf of Duneland Ltd under the terms of their 2018 Management Agreement (see Appendix III) with the overall aim of augmenting the ecological biodiversity of the area. A further 0.25ha of new planting in the areas shown in Map 12 is proposed within this Management Plan period.

#### ***9.5.10 Woodland Edge Expansion Zone***

This is an approximately 0.89ha, 20m wide zone along the northern boundary of Wilkie's Wood (see Map 8), within which the intention is to soften, enhance and expand the biodiversity of the woodland edge by encouraging natural regeneration of native species in conjunction with gradual removal of non-native species such as Lodgepole pine and the management of adjacent dune heath habitat.

# 10 Financial Forecasts & Funding

## 10.1 Financial Forecasts

A forecast of expenditure and revenue by Management Plan activities and an overall financial summary for the three year period 2019-22 are provided in Tables 4 and 5 over.

The forecasts of costs are indicative and where appropriate based on experience of similar activities carried out elsewhere or in the past.

Some “external” costs have been modified to take into account that a number of the scheduled activities may be carried out on a voluntary basis or as part of training events, thus removing a significant element of professional or contractor costs.

It should also be noted that:

- ♦ No account has been taken of inflation over the 3-year period.
- ♦ Costs are inclusive of (non-refundable) VAT where anticipated.

## 10.2 Funding Strategy

### 10.2.1 Overall Funding Strategy

Implicit in pursuing the FHT vision and aspirations is a desire to achieve longer term financial sustainability by progressively using internally generated income to fund its future activities thereby reducing dependence on external public and private funding, for which priorities and availability change and cannot be guaranteed.

However, the forecasts for the first three-year period of the Plan indicate that with estimated totals of internal and external funding of some £49,000 and £67,500 respectively and estimated total expenditure some £123,000 there will be a funding gap of approximately £6,500. This gap will be met either by additional funding applications or by cash input from FHT savings.

Whilst an important role of this Plan is demonstrate to potential funding bodies that the FHT has developed clear thinking as its vision, aims and objectives, the Plan also sets out an initial mechanism whereby income internally generated from the management of the hinterland - for example from green burials, timber and firewood production will be attributed across the various management activities.

Clearly prioritisation of activities may also have to be altered or reviewed to reflect availability of relevant funding.

## 10.3 Internal Funding

Key sources of internal funding during 2019-22 will include tour and general donations, green burial fees, FHT membership, pony grazing and camping fees (see Table 5 Page 39).

## 10.4 External Funding

### 10.4.1 Scottish Rural Development Programme

The Scottish Government’s Scottish Rural Development Programme (SRDP) was relaunched in 2015 with the new Forestry Grant Scheme (FGS) being of particular relevance to woodland-related management activities in Wilkies Wood.

SRDP brings together a wide range of formerly separate support schemes including those covering the farming, forestry and primary processing sectors, rural enterprise and business development, diversification and rural tourism. It includes measures to support and encourage rural communities and delivers the LEADER initiative for local innovation in rural areas.

The FGS is an integrated funding mechanism that seeks to deliver targeted environmental, social and economic benefits.

### 10.4.2 Forestry Community Fund

Forestry Commission Scotland’s Community Fund may offer the FHT (as managers of Wilkies Wood) funding opportunities to support Management Plan activities such as the Woodland Festival and woodland skills training.

### 10.4.3 Other funding sources

Other potential public agencies that offer grant funding that could be applied for include:

- ♦ Action Earth
- ♦ OWL Scotland
- ♦ Berry Burn Community Benefit Fund
- ♦ Co-Op Community Fund
- ♦ Scottish Natural Heritage
- ♦ The Scottish Landfill Fund
- ♦ HIE (through its Community Grants Programme)
- ♦ Moray LEADER
- ♦ The Scottish Community Foundation
- ♦ BIG Lottery funding (e.g. the Heritage Lottery Fund, Awards for All)
- ♦ Grow Wild
- ♦ Baxter Foundation
- ♦ Budge Trust

However, this list is by no means exclusive and there are numerous other private Trusts and sources of funding that might that be available.



Table 4. Expenditure &amp; Revenue Forecast 2019-22

Activity	Timing & ££			Notes		
	19/20	20/21	21/22	* Expenditure covers or part covers items asterisked		
EXPENDITURE						
STRATEGIC THEME 1 : ENVIRONMENTAL STEWARDSHIP						
Objective 1: Implement and monitor the Action Plan for the protection and sustainable management of Local Biodiversity Action Plan priority habitats found within the areas managed by FHT as set out in Section 9.						
1.1	This will include protecting and monitoring ground flora which will include removal of trees and gorse from areas of high priority dune heath that will contribute to delivery of the draft Local Biodiversity Action Plan's targets.	500	500	500	1,500	Includes costs of photo records
Objective 2: Manage and control non-native species within Wilkies Wood and its immediate surroundings where these pose a threat to the integrity and biodiversity value of other native habitats.						
2.1	Develop and implement the Woodland Action Plan set out in Section 9 for the on-going sustainable management of Wilkies Wood and its adjacent habitat zones.	300	-	300	600	*Includes cost of preparing Felling Licence(s)
2.2	Explore ways of supporting the costs of the on-going employment of a part time Land Manager to support this sustainable management (see Appendix IV for Job Description).	9,500	10,000	10,500	30,000	*
Sub total		9,800	10,000	10,800	30,600	
Objective 3: Maintain a programme of habitat monitoring and biological record keeping for priority LBAP species and habitats.						
3.1	Develop on-going maps and records of species diversity as well as areas of non-native species and use this information to help guide and prioritise their future management and control.	2,000	500	200	2,700	Species surveys
Objective 4 :Maintain a Fire Plan for Wilkies Wood and its adjacent habitats , incorporating gorse and firebreak management where appropriate in cooperation with neighbouring landowners.						
4.1	Develop and keep under regular review a Fire Plan.	-	-	-	-	*
Objective 5: Develop and implement a deer management policy for Wilkies Wood.						
5.1	Carry out a survey of deer numbers and use the results as the basis for a developing a deer management plan for Wilkies Wood and adjoining land in collaboration with neighbouring landowners.	-	200	-	200	*
STRATEGIC THEME 2 - EDUCATION & AWARENESS						
Objective 6: Develop a programme of training and other promotional events to exchange knowledge and raise awareness of the special ecological and natural history qualities of the Hinterland and their stewardship.						
6.1	Develop a programme of themed volunteering and training events based on the management and conservation of local habitats.	200	200	200	600	Money for training events



Table 4. Expenditure & Revenue Forecast 2019-22 (cont)

Activity	Timing & ££				Notes	
	19/20	20/21	21/22	Totals		
Objective 7: Continue to develop and maintain ways of communicating and sharing information about the management of Wilkies Wood and its immediate surroundings via the FHT website and other social media outlets.						
7.1	Re-develop the web and Facebook sites as key communication tools.	500	-	-	500	Website renewal
7.2	Continue to publish online the FHT Newsletter and Annual Review.	100	100	100	300	Includes paid help for Newsletter?
Sub total		600	100	100	800	
Objective 8: Continue to foster relationships with existing and new environmental education partners to develop and encourage learning opportunities, activities and resources particularly for young people and school children.						
8.1	Strengthen partnerships with environmental education providers and linkages with local schools and other youth groups.	-	-	-	-	
8.2	Continue to host Forest School courses.	-	-	-	-	
8.3	Maintain and develop the woodland shelter and composting toilet as a base for providing woodland classroom activities.	500	200	200	900	* Renew benches, water installation, signs.
8.4	Continue to manage the Edible Woodland Garden as an educational / demonstration initiative, and build a small outdoor classroom.	4,000	500	500	5,000	Complete outdoor classroom & continued planting.
8.5	Develop a schools information / resource pack featuring the Hinterland habitats managed by the FHT.	-	1,500	500	2,000	Resource pack preparation.
Sub total		4,500	2,200	1,200	7,900	
STRATEGIC THEME 3 : COMMUNITY ENGAGEMENT & DEVELOPMENT						
Objective 9: Encourage a deeper understanding and appreciation of the ecology and history of Wilkies Wood and the Hinterland as a whole..						
9.1	Organise community volunteer work parties.	-	-	-	-	*
Objective 10: Continue to facilitate community training in rural skills to enhance employment opportunities and help build community confidence in connecting with the land and contributing to its management .						
10.1	Facilitate community skills training events.	6,000	-	-	6,000	Chainsaw courses and green woodworking.
10.2	Build a “conservation hub” in Wilkies Wood.	30,000	5,000	-	35,000	* Conservation hub build.
Sub total		36,000	5,000	-	41,000	
Objective 11: Broaden the existing volunteer base by linking to other volunteering / third sector networks, with a particular focus on youth volunteering initiatives.						
11.1	Establish linkages with other volunteering / third sector networks, with a particular focus on youth volunteering initiatives.	-	-	-	-	

Activity	Timing & ££				Notes	
	19/20	20/21	21/22	Totals		
Objective 12: Continue to use Wilkies Wood as a high quality venue for performing arts and other cultural and community events such as the Woodland Festival.						
12.1	Facilitate the use of Wilkies Wood as a space for community gatherings and events.	2,500	-	-	2,500	Woodland Festival.
12.2	Continue to encourage the use of community gathering spaces with provision and maintenance of appropriate infrastructure.	200	-	-	200	*
12.3	Continue to provide and manage the memorial tree planting area within Wilkies Wood.	-	200	-	200	Allowance for some mapping.
	Sub total	2,700	200	-	2,900	
Objective 13: Continue to manage the FHT's natural burial area as a long term community facility.						
13.1	Develop a long-term management plan for the use of the green burial site within Wilkies Wood.	500	-	-	500	Green Burial Management Plan.
Objective 14: Ensure that the governance structure of the FHT provides for a strong, diverse and dynamic leadership that can support and take forward the shared vision and values for its future.						
14.1	The FHT Trustees will continue to ensure that its governance structure will: Include a broad representation of local communities; Be appropriately knowledgeable; Maintain a regular rotation of office bearers.	200	200	200	600	Trustee facilitated training.
STRATEGIC THEME 4 : ACCESS, RECREATION & WELL-BEING						
Objective 15: Continue to manage and enhance the range, quality and overall experience of access and recreational facilities for the health and well-being of the local community and visitors.						
15.1	Maintain and enhance the pedestrian access network.	250	250	250	750	* Tools and machinery maintenance.
15.2	Continue to offer the use of the woodland shelter, fire pit, composting toilet etc..	-	-	-	-	* Covered by 8.3
15.3	Provide and manage a limited number of small backcountry camping pads.	500	500	-	1,000	* Benches & tables.
15.4	Provide signage & interpretation.	-	3,000	2,000	5,000	Signage & leaflets.
	Sub total	750	3,750	2,250	6,750	
Objective 16: Ensure that all land management operations and activities are carried out in ways that safeguard the safety and protection of all those involved in using and working within land managed by FHT.						
16.1	Maintain a regularly updated general risk assessment for the areas under FHT management.	-	-	-	-	*
16.2	FHT will continue to hold its own public liability insurance for the areas under its management.	500	500	500	1,500	Insurance, incl chainsaw.
16.3	FHT will be responsible for ensuring that all those undertaking land management activities on its behalf – and/or on neighbouring landowner's land by request or consent - will have received adequate instruction and/or relevant training and be suitably experienced to ensure that they are competent in the tasks being undertaken.	200	200	200	600	Mostly included in 10.1 and 14.1.
	Sub total	700	700	700	2,100	
	TOTAL ACTIVITY EXPENDITURE C/F	57,450	23,550	18,650	99,650	

Table 5. Summary Financial Forecast 2019-22

Activity	Timing & ££			
	19/20	20/21	21/22	Totals
<b>Other Expenditure:</b>				
Green burials	2,500	2,500	2,500	<b>7,500</b>
Forestry materials & land management	3,000	3,000	3,000	<b>9,000</b>
Tractor & fuel	800	800	800	<b>2,400</b>
Administration	400	450	500	<b>1,350</b>
Affiliation fees / memberships (eg CWA, BTCV) / conferences etc	150	150	150	<b>450</b>
Tools	850	850	850	<b>2,550</b>
<b>Sub total</b>	<b>7,700</b>	<b>7,750</b>	<b>7,800</b>	<b>23,250</b>
<b>Activity Expenditure (b/f from Table 4)</b>	<b>57,450</b>	<b>23,550</b>	<b>18,650</b>	<b>99,650</b>
<b>TOTAL EXPENDITURE</b>	<b>65,150</b>	<b>31,300</b>	<b>26,450</b>	<b>122,900</b>
<b>Internal Income</b>				
Hygeia Foundation donation	500	500	500	<b>1,500</b>
Tour donations	1,000	1,000	1,000	<b>3,000</b>
General donations	1,000	1,000	1,000	<b>3,000</b>
Woodland shelter hire	400	400	400	<b>1,200</b>
Christmas trees	600	600	600	<b>1,800</b>
Green burial	7,000	7,000	7,000	<b>21,000</b>
Membership	1,000	1,000	1,000	<b>3,000</b>
Pony grazing	1,000	1,000	1,000	<b>3,000</b>
Camping	1,500	1,500	1,500	<b>4,500</b>
Track maintenance fee	900	900	900	<b>2,700</b>
Firebreak maintenance fee	800	800	800	<b>2,400</b>
Investment	600	600	600	<b>1,800</b>
<b>Sub total</b>	<b>16,300</b>	<b>16,300</b>	<b>16,300</b>	<b>48,900</b>
<b>External Grant Income</b>				
Scottish Forestry (formerly FCS) Community Fund	5,000	3,000	2,000	<b>10,000</b>
Baxter Foundation	10,000	2,500	-	<b>12,500</b>
Action Earth	500	500	500	<b>1,500</b>
Landfill Fund	10,000	2,500	2,000	<b>14,500</b>
Moray LEADER	1,000	1,000	1,000	<b>3,000</b>
Local businesses (Phoenix etc)	5,000	2,000	2,000	<b>9,000</b>
Beatrice Fund	20,000	-	-	<b>20,000</b>
Postcode Local Lottery	5,000	-	-	<b>5,000</b>
Berry Burn Community Benefit Fund	-	-	2,000	<b>2,000</b>
<b>Sub total</b>	<b>56,500</b>	<b>11,500</b>	<b>9,500</b>	<b>77,500</b>
<b>TOTAL INCOME</b>	<b>72,800</b>	<b>27,800</b>	<b>25,800</b>	<b>126,400</b>
<b>NET INCOME (FUNDING GAP)</b>	<b>7,650</b>	<b>(3,500)</b>	<b>(650)</b>	<b>3,500</b>



# 11 Monitoring & Review

Monitoring and review of progress in relation to delivery of the Plan's strategic themes, objectives and Action Plan will be an essential element of the FHT's on-going activity and engagement within the local community. The monitoring and review process will also be carried out on regular basis as part of the on-going efforts to maintain communication and hopefully longer term collaboration between the various other Hinterland landowners.

Reports on progress of the Plan will form an essential part of each of the individual owners' AGM's and Annual Reviews, when the wider

community membership will be invited to judge both the degree of success achieved and the effectiveness of the Plan.

The programme of activities and priorities has been set out against each of the operational objectives in Section 7. Monitoring will comprise of comparing actual achievements to the activities contained within the Action Plan.

Review of the Management Plan itself and its various key components will be carried out in accordance with the Table 4 below.

**Table 5. Monitoring and Review Schedule**

Item	Review Period
Whole Management Plan (including Vision, Strategic Aims)	5 Yearly (first review 2024)
Plan Objectives & Activities	Review after 3 years (First review 2022)
Prioritisation of Activities	6 monthly
Action Plan	Annually
Forecast of Revenue & Expenditure	Annually
Income and funding	Annually
Generic Risk Assessment	Annually
Health & Safety Policy	Annually

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# APPENDICES

## **APPENDIX I FHT CONSTITUTION**



**SCVO Model SCIO Constitution (two tier)**

**FINAL CONSTITUTION - July 2015**

**of**

**FINDHORN HINTERLAND TRUST [SCIO]**

<b>CONTENTS</b>		
<b>GENERAL</b>	type of organisation, Scottish principal office, name, purposes, powers, liability, general structure	clauses 1 - 10
<b>MEMBERS</b>	qualifications for membership, application, subscription, register of members, withdrawal, transfer, re-registration, expulsion, termination	clauses 11 - 26
<b>DECISION-MAKING BY THE MEMBERS</b>	members' meetings, power to request members' meeting, notice, procedure at members' meetings, voting at members' meetings, written resolutions, minutes	clauses 27 - 53
<b>BOARD (CHARITY TRUSTEES)</b>	number, eligibility, election/retiral/re-election, termination of office, register of charity trustees, office bearers, powers, general duties, code of conduct	clauses 54 - 83
<b>DECISION-MAKING BY THE CHARITY TRUSTEES</b>	notice, procedure at board meetings, minutes	clauses 84 - 99
<b>ADMINISTRATION</b>	sub-committees, operation of accounts, accounting records and annual accounts	clauses 100 - 108
<b>MISCELLANEOUS</b>	winding up, alterations to the constitution, interpretation	clauses 109 - 114

**GENERAL**

**Type of organisation**

1. The organisation will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).

**Scottish principal office**

2. The principal office of the organisation will be in Scotland (and must remain in Scotland).

**Name**

3. The name of the organisation is "The Findhorn Hinterland Trust".

**Purposes**

4. The organisation's purposes are
  - 4.1 The **advancement of environmental protection and improvement** with particular reference to the habitats of the Findhorn peninsula, Moray, Scotland.
  - 4.2 The **advancement of education** of the local community and wider public especially related to the outdoor and environmental opportunities provided by the Findhorn peninsula habitats and environs.
  - 4.3 The **advancement of community development** by encouraging community cooperation, development and resilience through activities related to land on the Findhorn peninsula and its management.
  - 4.4 The **provision of recreational facilities and activities** with the object of improving the conditions of life for local people and others in West Moray and beyond.

**Powers**

5. The organisation has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so.
6. No part of the income or property of the organisation may be paid or transferred (directly or indirectly) to the members - either in the course of the organisation's existence or on dissolution - except where this is done in direct furtherance of the organisation's charitable purposes.

**Liability of members**

7. The members of the organisation have no liability to pay any sums to help to meet the debts (or other liabilities) of the organisation if it is wound up; accordingly, if the organisation is unable to meet its debts, the members will not be held responsible.
8. The members and charity trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 7 does not exclude (or limit) any personal liabilities they might incur if they are in breach of those duties or in breach of other legal obligations or duties that apply to them personally.

**General structure**

9. The structure of the organisation consists of:-

1. the MEMBERS - who have the right to attend members' meetings (including any annual general meeting) and have important powers under the constitution; in particular, the members appoint people to serve on the board and take decisions on changes to the constitution itself;
  2. the BOARD - who hold regular meetings, and generally control the activities of the organisation; for example, the board is responsible for monitoring and controlling the financial position of the organisation.
10. The people serving on the board are referred to in this constitution as CHARITY TRUSTEES.

## **MEMBERS**

### **Qualifications for membership**

11. Membership is open to any individual aged 16 or over who is interested in furthering the objectives of the Group as outlined in 4 above.
12. Employees of the organisation are not eligible for membership.

### **Application for membership**

13. Any person who wishes to become a member must sign a written application for membership; the application will then be considered by the board at its next board meeting.
14. The board may, at its discretion, refuse to admit any person to membership.
15. The board must notify each applicant promptly (in writing or by e-mail) of its decision on whether or not to admit him/her to membership.

### **Membership subscription**

16. The Board reserves the right to charge a small membership fee or none.

### **Register of members**

17. The board must keep a register of members, setting out
  1. for each current member:
    1. his/her full name and address; and
    2. the date on which he/she was registered as a member of the organisation;
  2. for each former member - for at least six years from the date on he/she ceased to be a member:
    1. his/her name; and
    2. the date on which he/she ceased to be a member.
18. The board must ensure that the register of members is updated within 28 days of any change:
  1. which arises from a resolution of the board or a resolution passed by the members of the organisation; or
  2. which is notified to the organisation.
19. If a member or charity trustee of the organisation requests a copy of the register of members, the board must ensure that a copy is supplied to him/her within 28 days, providing the request is reasonable; if the request is made by a member (rather than a charity trustee), the board may provide a copy which has the addresses blanked out.

### **Withdrawal from membership**

20. Any person who wants to withdraw from membership must give a written notice of withdrawal to the organisation, signed by him/her; he/she will cease to be a member as from the time when the notice is received by the organisation.

### **Transfer of membership**

21. Membership of the organisation may not be transferred by a member.

### **Re-registration of members**

22. The board may, at any time, issue notices to the members requiring them to confirm that they wish to remain as members of the organisation, and allowing them a period of 28 days (running from the date of issue of the notice) to provide that confirmation to the board.
23. If a member fails to provide confirmation to the board (in writing or by e-mail) that he/she wishes to remain as a member of the organisation before the expiry of the 28-day period referred to in clause 22, the board may expel him/her from membership.
24. A notice under clause 22 will not be valid unless it refers specifically to the consequences (under clause 23) of failing to provide confirmation within the 28-day period.

### **Expulsion from membership**

25. Any person may be expelled from membership by way of a resolution passed by not less than two thirds of those present and voting at a members' meeting, providing the following procedures have been observed:-
  1. at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion;
  2. the member concerned will be entitled to be heard on the resolution at the members' meeting at which the resolution is proposed.

### **Termination**

26. Membership of the organisation will terminate on death.

## **DECISION-MAKING BY THE MEMBERS**

### **Members' meetings**

27. The board must arrange a meeting of members (an annual general meeting or "AGM") in each calendar year.
28. The gap between one AGM and the next must not be longer than 15 months.
29. Notwithstanding clause 27, an AGM does not need to be held during the calendar year in which the organisation is formed; but the first AGM must still be held within 15 months of the date on which the organisation is formed.
30. The business of each AGM must include:-
  1. a report by the chair on the activities of the organisation;

2. consideration of the annual accounts of the organisation;
  3. the election/re-election of charity trustees, as referred to in clauses 59 to 62.
31. The board may arrange a special members' meeting at any time.
- Power to request the board to arrange a special members' meeting**
32. The board must arrange a special members' meeting if they are requested to do so by a notice (which may take the form of two or more documents in the same terms, each signed by one or more members) by members who amount to 5% or more of the total membership of the organisation at the time, providing:
1. the notice states the purposes for which the meeting is to be held; and
  2. those purposes are not inconsistent with the terms of this constitution, the Charities and Trustee (Investment) Scotland Act 2005 or any other statutory provision.
33. If the board receive a notice under clause 32, the date for the meeting which they arrange in accordance with the notice must not be later than 28 days from the date on which they received the notice.

#### **Notice of members' meetings**

34. At least 14 clear days' notice must be given of any AGM or any special members' meeting.
35. The notice calling a members' meeting must specify in general terms what business is to be dealt with at the meeting; and
1. in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s); or
  2. in the case of any other resolution falling within clause 45 (requirement for two-thirds majority) must set out the exact terms of the resolution.
36. The reference to "clear days" in clause 34 shall be taken to mean that, in calculating the period of notice,
1. the day after the notices are posted (or sent by e-mail) should be excluded; and
  2. the day of the meeting itself should also be excluded.
37. Notice of every members' meeting must be given to all the members of the organisation, and to all the charity trustees; but the accidental omission to give notice to one or more members will not invalidate the proceedings at the meeting.
38. Any notice which requires to be given to a member under this constitution must be: -
1. sent by post to the member, at the address last notified by him/her to the organisation; or
  2. sent by e-mail to the member, at the e-mail address last notified by him/her to the organisation.

#### **Procedure at members' meetings**

39. No valid decisions can be taken at any members' meeting unless a quorum is present.
40. The quorum for a members' meeting is eight members, present in person.
41. If a quorum is not present within 15 minutes after the time at which a members' meeting was due to start - or if a quorum ceases to be present during a members' meeting - the meeting cannot proceed; and fresh notices of meeting will require to be sent out, to deal with the business (or remaining business) which was intended to be conducted.
42. The chair of the organisation should act as chairperson of each members' meeting.
43. If the chair of the organisation is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.

#### **Voting at members' meetings**

44. Every member has one vote, which must be given personally.
45. All decisions at members' meetings will be made by majority vote - with the exception of the types of resolution listed in clause 46.
46. The following resolutions will be valid only if passed by not less than two thirds of those voting on the resolution at a members' meeting (or if passed by way of a written resolution under clause 50):
1. a resolution amending the constitution;
  2. a resolution expelling a person from membership under clause 25;
  3. a resolution directing the board to take any particular step (or directing the board not to take any particular step);
  4. a resolution approving the amalgamation of the organisation with another SCIO (or approving the constitution of the new SCIO to be constituted as the successor pursuant to that amalgamation);
  5. a resolution to the effect that all of the organisation's property, rights and liabilities should be transferred to another SCIO (or agreeing to the transfer from another SCIO of all of its property, rights and liabilities);
  6. a resolution for the winding up or dissolution of the organisation.
47. If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.
48. A resolution put to the vote at a members' meeting will be decided on a show of hands - unless the chairperson (or at least two other members present at the meeting) ask for a secret ballot.
49. The chairperson will decide how any secret ballot is to be conducted, and he/she will declare the result of the ballot at the meeting.

#### **Written resolutions by members**

50. A resolution agreed to in writing (or by e-mail) by all the members will be as valid as if it had been passed at a members' meeting; the date of the resolution will be taken to be the date on which the last member agreed to it.

#### **Minutes**

51. The board must ensure that proper minutes are kept in relation to all members' meetings.
52. Minutes of members' meetings must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.



53. The board shall make available copies of the minutes referred to in clause 51 to any member of the public requesting them; but on the basis that the board may exclude confidential material to the extent permitted under clause 99.]

## **BOARD**

### **Number of charity trustees**

54. The maximum number of charity trustees is sixteen; out of that:
1. no more than ten shall be charity trustees who were elected/appointed under clauses 59 and 60 (or deemed to have been appointed under clause 58); and
  2. no more than six shall be charity trustees who were co-opted under the provisions of clauses 63 and 64.
55. The minimum number of charity trustees is three.

### **Eligibility**

56. A person shall not be eligible for election/appointment to the board under clauses 58 to 61 unless he/she is a member of the organisation; a person appointed to the board under clause 63 need not, however, be a member of the organisation.
57. A person will not be eligible for election or appointment to the board if he/she is: -
- a. disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005; or
  - b. an employee of the organisation.

### **Initial charity trustees**

58. The individuals who signed the charity trustee declaration forms which accompanied the application for incorporation of the organisation shall be deemed to have been appointed by the members as charity trustees with effect from the date of incorporation of the organisation.

### **Election, retirement, re-election**

59. At each AGM, the members may elect any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.
60. The board may at any time appoint any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.
61. At each AGM, all of the charity trustees elected/appointed under clauses 59 and 60 (and, in the case of the first AGM, those deemed to have been appointed under clause 58) shall retire from office – but shall then be eligible for re-election under clause 59.
62. A charity trustee retiring at an AGM will be deemed to have been re-elected unless: -
1. he/she advises the board prior to the conclusion of the AGM that he/she does not wish to be re-appointed as a charity trustee; or
  2. an election process was held at the AGM and he/she was not among those elected/re-elected through that process; or
  3. a resolution for the re-election of that charity trustee was put to the AGM and was not carried.

### **Appointment/re-appointment of co-opted charity trustees**

63. In addition to their powers under clause 60, the board may at any time appoint any non-member of the organisation to be a charity trustee (subject to clause 54, and providing he/she is not debarred from membership under clause 57) either on the basis that he/she has been nominated by a local organisation that has an interest in the land such as The Findhorn and Kinloss Community Council, The Findhorn Village Conservation Company, The Findhorn Foundation, The New Findhorn Association or similar or on the basis that he/she has specialist experience and/or skills which could be of assistance to the board.
64. At each AGM, all of the charity trustees appointed under clause 63 shall retire from office – but shall then be eligible for re-appointment under that clause.

### **Termination of office**

65. A charity trustee will automatically cease to hold office if: -
- a. he/she becomes disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005;
  - b. he/she becomes incapable for medical reasons of carrying out his/her duties as a charity trustee - but only if that has continued (or is expected to continue) for a period of more than six months;
  - c. (in the case of a charity trustee elected/appointed under clauses 58 to 62) he/she ceases to be a member of the organisation;
  - d. he/she becomes an employee of the organisation;
  - e. he/she gives the organisation a notice of resignation, signed by him/her;
  - f. he/she is absent (without good reason, in the opinion of the board) from more than three consecutive meetings of the board - but only if the board resolves to remove him/her from office;
  - g. he/she is removed from office by resolution of the board on the grounds that he/she is considered to have committed a material breach of the code of conduct for charity trustees (as referred to in clause 82);
  - h. he/she is removed from office by resolution of the board on the grounds that he/she is considered to have been in serious or persistent breach of his/her duties under section 66(1) or (2) of the Charities and Trustee Investment (Scotland) Act 2005; or
  - i. he/she is removed from office by a resolution of the members passed at a members' meeting.
66. A resolution under paragraph 65.7, 65.8 or 65.9 shall be valid only if: -
1. the charity trustee who is the subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for his/her removal is to be proposed;
  2. the charity trustee concerned is given the opportunity to address the meeting at which the resolution is proposed, prior to the resolution being put to the vote; and

3. (in the case of a resolution under paragraph 65.7 or 65.8) at least two thirds (to the nearest round number) of the charity trustees then in office vote in favour of the resolution.

#### **Register of charity trustees**

67. The board must keep a register of charity trustees, setting out

- a. for each current charity trustee:
  - i. his/her full name and address;
  - ii. the date on which he/she was appointed as a charity trustee; and
  - iii. any office held by him/her in the organisation;
- b. for each former charity trustee - for at least 6 years from the date on which he/she ceased to be a charity trustee:
  - i. the name of the charity trustee;
  - ii. any office held by him/her in the organisation; and
  - iii. the date on which he/she ceased to be a charity trustee.

68. The board must ensure that the register of charity trustees is updated within 28 days of any change:

1. which arises from a resolution of the board or a resolution passed by the members of the organisation; or
2. which is notified to the organisation.

69. If any person requests a copy of the register of charity trustees, the board must ensure that a copy is supplied to him/her within 28 days, providing the request is reasonable; if the request is made by a person who is not a charity trustee of the organisation, the board may provide a copy which has the addresses blanked out - if the SCIO is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.

#### **Office-bearers**

70. The charity trustees must elect (from among themselves) a chair, a treasurer and a secretary.

71. In addition to the office-bearers required under clause 70, the charity trustees may elect (from among themselves) further office-bearers if they consider that appropriate.

72. All of the office-bearers will cease to hold office at the conclusion of each AGM, but may then be re-elected under clause 70 or 71.

73. A person elected to any office will automatically cease to hold that office: -

1. if he/she ceases to be a charity trustee; or
2. if he/she gives to the organisation a notice of resignation from that office, signed by him/her.

#### **Powers of board**

74. Except where this constitution states otherwise, the organisation (and its assets and operations) will be managed by the board; and the board may exercise all the powers of the organisation.

75. A meeting of the board at which a quorum is present may exercise all powers exercisable by the board.

76. The members may, by way of a resolution passed in compliance with clause 46 (requirement for two-thirds majority), direct the board to take any particular step or direct the board not to take any particular step; and the board shall give effect to any such direction accordingly.

#### **Charity trustees - general duties**

77. Each of the charity trustees has a duty, in exercising functions as a charity trustee, to act in the interests of the organisation; and, in particular, must:-

1. seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;
2. act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
3. in circumstances giving rise to the possibility of a conflict of interest between the organisation and any other party:
  1. put the interests of the organisation before that of the other party;
  2. where any other duty prevents him/her from doing so, disclose the conflicting interest to the organisation and refrain from participating in any deliberation or decision of the other charity trustees with regard to the matter in question;
4. ensure that the organisation complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland) Act 2005.

78. In addition to the duties outlined in clause 77, all of the charity trustees must take such steps as are reasonably practicable for the purpose of ensuring: -

- a. that any breach of any of those duties by a charity trustee is corrected by the charity trustee concerned and not repeated; and
- b. that any trustee who has been in serious and persistent breach of those duties is removed as a trustee.

79. Provided he/she has declared his/her interest - and has not voted on the question of whether or not the organisation should enter into the arrangement - a charity trustee will not be debarred from entering into an arrangement with the organisation in which he/she has a personal interest; and (subject to clause 80 and to the provisions relating to remuneration for services contained in the Charities and Trustee Investment (Scotland) Act 2005), he/she may retain any personal benefit which arises from that arrangement.

80. No charity trustee may serve as an employee (full time or part time) of the organisation; and no charity trustee may be given any remuneration by the organisation for carrying out his/her duties as a charity trustee.

81. The charity trustees may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties; this may include expenses relating to their attendance at meetings.

#### **Code of conduct for charity trustees**

82. Each of the charity trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board from time to time.

83. The code of conduct referred to in clause 82 shall be supplemental to the provisions relating to the conduct of charity trustees contained in this constitution and the duties imposed on charity trustees under the Charities and Trustee Investment (Scotland) Act 2005; and all relevant provisions of this constitution shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time

## **DECISION-MAKING BY THE CHARITY TRUSTEES**

### **Notice of board meetings**

84. Any charity trustee may call a meeting of the board or ask the secretary to call a meeting of the board.

85. At least 7 days' notice must be given of each board meeting, unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate.

### **Procedure at board meetings**

86. No valid decisions can be taken at a board meeting unless a quorum is present; the quorum for board meetings is four charity trustees, present in person.

87. If at any time the number of charity trustees in office falls below the number stated as the quorum in clause 86, the remaining charity trustee(s) will have power to fill the vacancies or call a members' meeting - but will not be able to take any other valid decisions.

88. The chair of the organisation should act as chairperson of each board meeting.

89. If the chair is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.

90. Every charity trustee has one vote, which must be given personally.

91. All decisions at board meetings will be made by majority vote.

92. If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.

93. The board may, at its discretion, allow any person to attend and speak at a board meeting notwithstanding that he/she is not a charity trustee - but on the basis that he/she must not participate in decision-making.

94. A charity trustee must not vote at a board meeting (or at a meeting of a sub-committee) on any resolution which relates to a matter in which he/she has a personal interest or duty which conflicts (or may conflict) with the interests of the organisation; he/she must withdraw from the meeting while an item of that nature is being dealt with.

95. For the purposes of clause 94: -

1. an interest held by an individual who is "connected" with the charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that charity trustee;
2. a charity trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has an interest in that matter.

### **Minutes**

96. The board must ensure that proper minutes are kept in relation to all board meetings and meetings of sub-committees.

97. The minutes to be kept under clause 96 must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.

98. [The board shall (subject to clause 99) make available copies of the minutes referred to in clause 96 to any member of the public requesting them.]

99. [The board may exclude from any copy minutes made available to a member of the public under clause 98 any material which the board considers ought properly to be kept confidential - on the grounds that allowing access to such material could cause significant prejudice to the interests of the organisation or on the basis that the material contains reference to employee or other matters which it would be inappropriate to divulge.]

## **ADMINISTRATION**

### **Delegation to sub-committees**

100. The board may delegate any of their powers to sub-committees; a sub-committee must include at least one charity trustee, but other members of a sub-committee need not be charity trustees.

101. The board may also delegate to the chair of the organisation (or the holder of any other post) such of their powers as they may consider appropriate.

102. When delegating powers under clause 100 or 101, the board must set out appropriate conditions (which must include an obligation to report regularly to the board).

103. Any delegation of powers under clause 100 or 101 may be revoked or altered by the board at any time.

104. The rules of procedure for each sub-committee, and the provisions relating to membership of each sub-committee, shall be set by the board.

### **Operation of accounts**

105. Subject to clause 106, the signatures of two out of three signatories appointed by the board will be required in relation to all operations (other than the lodging of funds) on the bank and building society accounts held by the organisation; at least one out of the two signatures must be the signature of a charity trustee.

106. Where the organisation uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in clause 105.

### **Accounting records and annual accounts**

107. The board must ensure that proper accounting records are kept, in accordance with all applicable statutory requirements.

108. The board must prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions (or if the board consider that an audit would be appropriate for some other reason), the board should ensure that an audit of the accounts is carried out by a qualified auditor.

## **MISCELLANEOUS**

### **Winding-up**

109. If the organisation is to be wound up or dissolved, the winding-up or dissolution process will be carried out in accordance with the procedures set out under the Charities and Trustee Investment (Scotland) Act 2005.



110. Any surplus assets available to the organisation immediately preceding its winding up or dissolution must be used for purposes which are the same as - or which closely resemble - the purposes of the organisation as set out in this constitution.

**Alterations to the constitution**

111. This constitution may (subject to clause 112) be altered by resolution of the members passed at a members' meeting (subject to achieving the two thirds majority referred to in clause 46) or by way of a written resolution of the members.

112. The Charities and Trustee Investment (Scotland) Act 2005 prohibits taking certain steps (eg change of name, an alteration to the purposes, amalgamation, winding-up) without the consent of the Office of the Scottish Charity Regulator (OSCR).

**Interpretation**

113. Referencers in this constitution to the Charities and Trustee Investment (Scotland) Act 2005 should be taken to include: -

- a. any statutory provision which adds to, modifies or replaces that Act; and
- b. any statutory instrument issued in pursuance of that Act or in pursuance of any statutory provision falling under paragraph 113.1 above.

114. In this constitution: -

1. "charity" means a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;
2. "charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

Jonathan Caddy 10<sup>th</sup> July 2015

## **APPENDIX II MANAGEMENT AGREEMENT WITH FINDHORN FOUNDATION**

# **MANAGEMENT AGREEMENT**

between

**THE FINDHORN FOUNDATION**

and

**THE FINDHORN HINTERLAND TRUST**

**Dated: 30<sup>th</sup> August 2016**



This is a **Management Agreement** between the following parties:

**THE FINDHORN FOUNDATION** a registered charity in Scotland (Charity No SC007233) and having its registered office at The Park, Findhorn, Forres, Moray IV36 3TZ; and

**FINDHORN HINTERLAND TRUST**, a Scottish Charitable Incorporated Organisation (Charity No SC045806) with its principal contact address at 228 Pineridge, The Park, Findhorn, Forres, Moray IV36 3TB.

Under this Agreement, The Findhorn Foundation and Findhorn Hinterland Trust (hereafter referred to as “the Parties”) have agreed to enter into a formal agreement whereby the Findhorn Hinterland Trust agrees to manage the land on behalf of the landowner the Findhorn Foundation. This will be done in such a way as to maximise community involvement and deliver mutual benefits to the local community of Findhorn and surroundings as well as the landowner.

The area of land concerned extends to 46.89 hectares or thereby shown outlined in red on the attached map (herein referred to as "the Subjects") signed by both Parties. It excludes the green burial area for which there is a separate legal agreement.

The key elements of the Agreement are as set out in the following Clauses:

- 1 The Findhorn Hinterland Trust will manage the Subjects under the terms of this Agreement with the aim of producing the economic, social and environmental benefits which sustainable woodland and land management in general can provide for the local community in and around Findhorn and visitors to the area, which benefits are true and consistent with the objectives of the The Findhorn Foundation as set out in its Trust Deed and the objectives of the Findhorn Hinterland Trust as set out in its Constitution.
- 2 Notwithstanding Clause 1, the terms of this Agreement shall in no circumstances whatsoever be construed so as to conflict with or exceed duties and/or responsibilities conferred upon The Findhorn Foundation by statutory or title condition relating to the Subjects and, in the event of any such conflict, then the provisions of this Agreement shall be deemed to be amended, modified or varied so as to avoid any such conflict.
- 3 Notwithstanding the date of the signing of this Agreement, the Agreement will come into effect for fifteen years from 30<sup>th</sup> August 2016. Both parties by mutual agreement may extend the Agreement for successive periods of 15 years or such further period as the Parties may agree.

The terms of this Agreement will be binding on both Parties and successor Trustees of The Findhorn Foundation and successor Trustees of the Findhorn Hinterland Trust for the duration of the Agreement that is in operation at the time.

- 4 The Parties will agree within one year of the signing of this Agreement a 5-year Management Plan covering the period to 29<sup>th</sup> August 2022. This will form the basis of the management of the Subjects by the Findhorn Hinterland Trust. Parties agree to review and revise this and subsequent plans and create new plans as necessary.
- 5
  - (a) The Findhorn Hinterland Trust will aim to manage the Subjects to recognised current standards of sustainable forest and land management generally. To fulfil this aim it will seek to secure resources for the management of the Subjects as appropriate.
  - (b) The Findhorn Foundation reserves the right to manage parts of the Subjects to facilitate development of land within the settlement boundary.
- 6
  - (a) Findhorn Hinterland Trust will be entitled to use suitably experienced and qualified contractors and sub-contractors to undertake any activities relative to the Subjects, with such contractors and sub-contractors being based as locally as reasonably possible to

Findhorn and surrounding areas (as defined by the Forres postcode IV36), all other relevant factors being considered.

(b) A member of the Findhorn Foundation Trustees, or a person nominated by the Trustees, will be entitled to become a trustee of the Findhorn Hinterland Trust with accompanying voting rights.

7 (a) For the duration of the currently valid Agreement, Findhorn Hinterland Trust will be permitted access to the Subjects for all purposes related to the terms of the Agreement and the management of the Subjects, including any agreed contracts being undertaken by The Findhorn Hinterland Trust. Access to the green burial site will be covered under a separate agreement.

(b) Whilst carrying out any activities in terms of the Agreement the Findhorn Hinterland Trust will ensure that all appropriate statutory and non-statutory consents, licenses and/or other relevant authorisations required to carry out any such activities to be undertaken on the Subjects, are obtained prior to the said activities being undertaken.

8 (a) Each Party will be indemnified by the other Party hereto against all claims, liabilities, costs and demands relating to or arising out of injury, damage or loss caused by or arising out of the other Party's activities under this Agreement or any failure by the said other Party to comply with its obligations hereunder.

(b) Both parties will be responsible for maintaining its own public liability insurance in respect of its use and management of the Subjects in the sum of not less than £5,000,000 or such higher sum as might from time to time be agreed by the Parties as reasonable, and each party shall exhibit evidence of such insurance to each other at any time that they might reasonably require.

9 (a) Any representation by either of the Parties of the terms of this Agreement or its implementation will accurately and fairly represent the interests of the other Party.

(b) Any publicity by either of the Parties about the details of either the terms of this Agreement or its implementation will be subject to agreement between the Parties.

(c) Each Party will ensure that it passes or makes available to the other Party without undue delay any information or documents that relate to the terms of this Agreement or its implementation which the other Party might reasonably expect to receive.

10 In the event of any dispute arising over the interpretation or implementation of this Agreement, the Parties will seek to resolve the said dispute through mediation. If the Parties fail to agree on an independent mediator, such a person will be appointed by the Chairman of the Scottish Mediation Network. If mediation fails to resolve any dispute arising between the Parties over the interpretation or implementation of this Agreement, the said dispute shall be referred to a single arbiter mutually chosen, or failing agreement, appointed by the Chairman for the time being of the Royal Institution of Chartered Surveyors in Scotland whose decision shall be binding on the Parties and with the power to the arbiter to award the expenses of the arbitration.

11 In the event of a material breach of this Agreement by one or other of the Parties which has not been remedied within 30 days (or such longer period as may be reasonable in the circumstances) of the other Party giving notice in writing of such breach and requiring its remedy, the second mentioned Party may terminate this Agreement by notice in writing.

12 (a) Either Party may rescind this Agreement by 21 days notice in writing to the other Party where the Memorandum and Articles of Association and/or Constitution of the said other Party has been materially altered in such a way as to be incompatible with the terms of this Agreement.

- (b) Either Party may rescind this Agreement by 21 days notice in writing to the other Party if the said other Party enters into compulsory or voluntary liquidation (other than for purposes of effecting a reconstruction or amalgamation in such a manner that the entity resulting from such reconstruction or amalgamation if a different legal entity shall be agreed to be bound by and assume the obligations of the relevant Party under this Agreement) or convenes a meeting of its creditors or has a receiver or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which might reasonably be considered to mean that the said other Party may be unable to pay its debts to the Party serving the notice.
- 13 At the expiry or sooner termination of this Agreement, the Parties will settle any agreed debts and other liabilities incurred through this Agreement and Findhorn Hinterland Trust shall at its sole expense and in consultation with The Findhorn Foundation cease any of its activities within the Subjects.
- 14 This Agreement shall only be amended, modified, varied or supplemented where such changes are agreed in writing and signed by authorised representatives of both Parties.
- 15 (a) This Agreement and the arrangements herein shall not constitute either Party as an agent for the other Party, nor shall this Agreement form a legally constituted partnership between the Parties hereto.
- (b) Neither of the Parties shall assign, transfer, or in any other way make over their rights and interests under this Agreement to any third party without the written consent of the other Party hereto.
- (c) Nothing in this Agreement shall be construed as to give Findhorn Hinterland Trust any property rights or interests in respect of the Subjects except in as much as such rights and interests arise from clause 15(d).
- (d) The Findhorn Foundation will not sell or lease any or all of the Subjects to any other party without first offering the same to Findhorn Hinterland Trust at the market value at that time. Findhorn Hinterland Trust will be bound to intimate in writing a response within 21 days of receipt of an offer. This clause will only come into effect once legal obligations between Duneland Ltd and the Findhorn Foundation have been fulfilled
- 16 This Agreement shall be governed by and construed in accordance with the Law of Scotland, which shall apply to the whole terms and conditions hereof.

## **SIGNATURES & WITNESSES TO THE AGREEMENT**

This Agreement together with the annexed plan were subscribed to:-

On behalf of The Findhorn Foundation by:

Pete Finch

Dated: 30.8.16

As witnessed by:

Name: Rossana Bonanno

Dated: 30.8.16.

Address: The Park, Findhorn Foundation IV363TZ



And on behalf of The Findhorn Hinterland Trust by its representative:

Jonathan Caddy

Position: Chair FHT

Dated: 30.8.16

**APPENDIX III  
MANAGEMENT AGREEMENT  
WITH DUNELAND LTD**

## **AGREEMENT IN RESPECT OF LYLE'S WOOD**

between

**DUNELAND LIMITED**, a Company limited by shares (Number SC174358) having our Registered Office at The Park, Findhorn, Forres, Moray, IV36 3TZ (proprietors of Lyle's Wood as hereinafter defined) and also referred to as "Duneland");

and

**THE FINDHORN HINTERLAND TRUST**, a Scottish Charitable Incorporated Organisation (Charity No SC045806) with its principal contact address at 228 Pineridge, The Park, Findhorn, Forres, Moray IV36 3TB (also referred to as "FHT")

each a "Party" and together the "Parties".

### **WHEREAS: -**

**(FIRST)** Duneland are the owners of that area of land known as Lyle's Wood, Findhorn, Forres, Moray, IV36 3TB

shown delineated in red and coloured yellow on the plan ("the Plan");

and including a 4 metre strip outside the red line, which line marks the middle point of the exterior firebreaks;

but excluding such a 4 metre strip at the southern edge between points A and B as marked on the Plan;

annexed to this document and signed and also referred to as "the Subjects".

**(SECOND)** FHT wish to

- a) exercise the privilege of using Lyle's Wood for the purposes of improving the ecological capabilities of the ground, for planting, maintaining, harvesting and enhancing beneficial flora, including trees and shrubs and to generally augment the ecological biodiversity of the site;
- b) use their best endeavours to carry out gorse and shrub control works to minimise the risk of the spread of fire;
- c) carry out activities in furtherance of their Draft Management Plan (defined hereinafter).

**(THIRD)** FHT have drawn up a 5 year Draft Findhorn Hinterland Trust Management Plan (DMP) for ground managed by them which incorporates Lyle's Wood, and wish to ensure that they have the necessary access rights (including access with mechanised equipment) to carry out the Management Works described therein.

**(FOURTH)** Duneland wish to see the Subjects managed in a professional fashion.

**(FIFTH)** Both Parties wish to conclude a long term arrangement for the management and ownership of the Subjects and intend to work together during the term of this Agreement in order to determine one.

**NOW THEREFORE** it is hereby agreed between the Parties as follows:-

- (One)** Duneland will give access rights to FHT over and through Lyle's Wood in accordance with the terms of this Agreement to carry out the Management Works for a period of 3 years commencing on 1<sup>st</sup> September 2018 ("the Commencement Date") and terminating on 31<sup>st</sup> August 2021 "the Termination Date").

This agreement will continue for a further two years unless written notice to the contrary is provided by either party two months prior to the Termination Date.

- (Two)** Pedestrian and vehicular Access to Lyle's Wood to carry out the Management Works shall be taken over the existing tracks to and from the site. FHT shall take all steps to ensure:

- a) unrestricted vehicular and pedestrian access at all times over any tracks serving the Subjects for the benefit of Duneland and for the benefit of any Occupiers / Tenants for the time being of any neighbouring property belonging to Duneland.
    - b) that access is taken in such a practical manner as will reasonably mitigate damage to flora and fauna with a view to preserving the integrity of the ecological biodiversity of Lyle's Wood and other ground in the ownership of Duneland.
  - (Three)** FHT will be entitled to use suitably experienced and qualified contractors and sub-contractors to carry out the Management Works, with such contractors and sub-contractors being based as locally as reasonably possible to Findhorn and surrounding areas, all other relevant factors being considered.
  - (Four)** FHT will ensure that all appropriate statutory and non-statutory consents, licences and/or other relevant authorisations (if any) required to carry out the Management Works are obtained prior to the said activities being undertaken.
  - (Five)** FHT will not erect any permanent structures on the Subjects without the express written consent of Duneland.
  - (Six)** FHT will be entirely responsible for all moveable items stored on the Subjects or kept within (including the supervision thereof) the Subjects, and for the insurance thereof. Duneland will not be responsible or liable for any thefts, damage or loss to any item situated on the Subjects.
  - (Seven)** Given that no rent will be paid for the occupation or access rights, but subject to Clause (Eight) aftermentioned and on the understanding FHT will use their best endeavours to ensure that the land is in a better ecological condition at the Termination Date than at the commencement of this Agreement, nothing contained herein will place a positive obligation by Duneland on FHT to carry out the Management Works save only that a plan for fire prevention shall be agreed annually and carried out to Duneland's satisfaction.
  - (Eight)** Such fire prevention measures shall typically include an 8 metre fire break on the perimeter of the Subjects as referred to in Clause FIRST above. For that part of Lyle's Wood boundary that is adjacent to the settlement boundary (between points A and B as marked on the Plan) such a fire break shall be created and:
    - a) whilst Duneland owns the land to the south of the settlement boundary line it shall be treated as per Clause FIRST above, but
    - b) if Duneland sell the land south of the settlement boundary line it will be up to the new owners to decide whether or not a 4m firebreak on their land is agreeable or otherwise; and
    - c) if such owners do not so agree an 8 metre fire break entirely inside the 'boundary line' for Lyle's Wood shall ideally be created, but modified as may be appropriate for any trees growing in that area.
  - (Nine)** FHT shall not be held liable for any losses or damage to Lyle's Wood or any ground neighbouring Lyle's Wood caused by Disease, Storm, Fire, Camping or Vandalism unless FHT are negligent and directly responsible for the damage. Subject to the foregoing, FHT shall maintain a third party liability insurance policy to cover Duneland in a sum fully sufficient to cover, against claims arising out of damage to property or injury to persons (including death) at Lyle's Wood for at least £5,000,000.
- Nor shall FHT be held liable for any costs levied by any third parties (including but not limited to any payment in relation to helicopter charges in the event of a fire) that may be incurred by Duneland in relation to Lyle's Wood or any ground neighbouring Lyle's Wood unless FHT are negligent and directly responsible for the cost involved.



- (Ten) FHT will undertake to manage the open area called Lyle's Dell with its special mixture of lower plants notably its lichen species. Management will be carried out as set out in the lichen management table in the Findhorn Hinterland Trust Management Plan. This has been categorised as a medium priority area and as such will be monitored annually and the FHT will endeavour to have annual work parties to remove pine and gorse seedlings and use its topper to control gorse encroachment into the area.
- (Eleven) FHT has provided Duneland with a current copy of the DMP and shall, if requested by Duneland, exhibit the latest version.
- (Twelve) In the event of a material breach of this Agreement by one or other of the Parties which has not been remedied within 30 days of the other Party giving notice in writing of such breach and requiring its remedy, the second mentioned Party may terminate this Agreement by notice in writing.
- (Thirteen) Either Party may rescind this Agreement by 21 days' notice in writing to the other Party where:
- a) the Memorandum and Articles of Association and/or Constitution of the said other Party has been materially altered or affected in such a way as to be incompatible with the terms of this Agreement;
  - b) the other Party enters into compulsory or voluntary liquidation or convenes a meeting of its creditors or has a receiver or an administrator appointed or cease for any reason to carry on business or takes or suffers any similar action which might reasonably be considered to mean that the said other Party may be unable to pay its debts to the Party serving the notice.
- (Fourteen) FHT may rescind this Agreement by 21 days' notice in writing to Duneland if it becomes financially unviable for them (as to which they shall be the sole judge) to carry out the Management Works.
- (Fifteen) This agreement may be amended from time to time with the written agreement of both parties, signed by any two representatives of both Parties that have been appointed at duly convened board meetings of both Parties.
- (Sixteen) In the event of any dispute between the Parties with regard to this agreement, or the interpretation, construction or implementation thereof, at the demand of either Party such dispute shall be promptly submitted to a panel of mediators, with one to be chosen by each party to the dispute. Such mediators shall attempt to resolve the situation amicably to the satisfaction of all concerned.
- (Seventeen) In the event of the mediators being unable to resolve the dispute, such dispute shall be promptly submitted to a panel of arbitrators with one to be chosen by each party to the dispute and a third by the two arbitrators so chosen. The decision of a majority of the arbitrators shall be final and binding on the Parties hereto and may be enforced by any Scottish court of competent jurisdiction, which the party prevailing in the arbitration may select, the other Party hereby consenting and agreeing to submit to the jurisdiction over its person or property in such court.
- (Eighteen) In respect of the governing law and jurisdiction, this Agreement shall be governed by, and construed in accordance with, the laws of Scotland.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 2 pages and the Plan annexed and signed as relative hereto are executed as follows:-

Subscribed for and on behalf of **DUNELAND LIMITED** by

.....(Director)

.....(Director)

.....Full Name

.....Full Name

at Findhorn on the.....day of .....2018

Subscribed for and on behalf of **THE FINDHORN HINTERLAND TRUST** as follows:-

.....(Member and Chairman)

.....Full Name

at Findhorn on the.....day of..... 2018

before this witness: .....

Full Name .....

Address .....

.....

## **APPENDIX IV**

### **FHT LAND MANAGER JOB DESCRIPTION**

**FHT LAND MANAGER - JOB-DESCRIPTION****General**

The FHT Land Manager's role is to hold an awareness of the ongoing and upcoming needs and opportunities in terms of taking care of the land in our care, and to facilitate the appropriate tasks to meet those needs.

It also includes the coordination of human activities on the land - such as groups, volunteers, tours and events.

**On-going work on the ground**

- Setting priorities for work to be done - in alignment with the current FHT management plan and the biodiversity action plan.
- Tree-care: Planting; protecting & thinning out of trees; production of firewood.
- Protecting habitat: for example - removing gorse and unwanted trees from heath, lichen beds and grasslands , maintaining wildlife-ponds area etc.,etc..
- Maintaining firebreaks, tracks and paths.
- Maintaining Green Burial area, including preparing it as appropriate for burials and other events.
- Maintaining & developing the 'new memorial wood' area.
- Monitoring and controlling noxious and invasive species such as ragwort and Himalayan balsam.
- Maintaining facilities such as 'the shelter', the fireplaces, compost toilet, campsites and sheds...
- Supporting new projects & developments (such as the building of the outdoor kitchen in the EWG, the building of the new 'conservation hub'/ tractor shed etc...) in whatever way may be appropriate - project management, coordination & facilitation etc., etc...
- Helping with the maintenance of the pony field fences.
- Supporting the Edible Woodland Garden as needed.
- Taking care of tractor, trailer, tools & equipment
- Coordinating volunteer activities.
- Making sure that for all activities on the land the applicable Health & Safety guidelines & policies are being adhered to (first aid, risk assessment, tick awareness, personal protection equipment such as gloves, chainsaw helmets, trousers & safety boots etc., etc...)

**Education**

- Making sure all educational activities on the land are in alignment with the educational ethos of the land-owner (such as the Findhorn Foundation), as well as with agreed principles of 'nature conservation'.
- Making sure that all group-work-projects on the land have a sound educational element.
- Coordinating guest-groups (such as Wild Things, CYC etc) and individuals (such as Heather for lichen walks, Dan for tracking etc...) who conduct educational activities on the land.
- Developing in-house educational activities such as FHT tours, workshops, events etc...

**Organisational**

- Accountable to the chair of the FHT trust, or it's representative.
- Submitting 'FHT Land Manager's' reports to trustees prior to their meetings.
- Supporting 'land management sub-group' meetings, trustee's meetings as appropriate.
- Accountable to the treasurer of FHT, or their nominated representative:- for income received directly by the Land Manager; for expenditure incurred by the Land Manager, including providing VAT receipts; the authorised expenditure limit without prior approval is £250 per purchase.
- Informal communication with other land owners as needed.
- Liaising with the appropriate FHT trustees or 'land management group' members regarding publication of activities on/ or concerning the land-management (such as notices in the Rainbow Bridge, group-e-mails etc...).
- Managing the use of camping areas (contact & basic agreements with campers, maintenance of the sites etc...).
- Coordinating delegated responsibilities on the land (bird-boxes, bees, wildlife surveys, fire pit & dancing green area, Christmas tree sales, burials etc, etc...).

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**Martin Harker & Jonathan Caddy**  
**(for FHT Management Sub-Group May 2018)**



## **APPENDIX V**

### **UK Forestry Standard Approval Criteria**

## UK Forestry Standard Approval Criteria For Woodland Management Plans

UKFS Requirement
Objectives of management must be stated, and how sustainable forest management will be achieved.
The woodland / forest context and potential must be addressed and how the relevant interests and issues have been considered and addressed must also be demonstrated.
In designated areas, for example national parks, particular account should be taken of landscape and other sensitivities in the design of woodlands / forests and forest infrastructure.
At the time of felling and restocking, the design of existing woodlands / forests should be re-assessed and any necessary changes made so that they meet UKFS Requirements.
Consultation on woodland management plans and proposals should be carried out according to forestry authority procedures and, where required, the Environmental Impact Assessment Regulations.
Woodlands / Forests should be designed to achieve a diverse structure of habitat, and species and ages of trees, appropriate to the scale and context.
Woodlands / Forests characterised by a lack of diversity due to extensive areas of even-aged trees should be progressively restructured to achieve a range of age classes.
Management of the woodland / forest should conform to the plan, and the plan should be updated to ensure it is current and relevant.
New forests and woodlands should be located and designed to maintain or enhance the visual, cultural and ecological value and character of the landscape.

## **APPENDIX VI**

### **2008 Lichen Survey (Main Habitat Types)**

Habitat	Map Plot No(s)	Summary Description
1	1 & 10	Flat, open areas (at least the size of a football pitch) with small to medium pebbles in a sandy matrix. Low-lying, spreading heather clumps and occasional birds foot trefoil; dense gorse at periphery, local rabbit activity. Lichen cover 70-90%.
2	2,9,14,15	Small sand “cliffs” or banks with vertical or near vertical sides and often overtopped by vegetation such as heather, gorse or marram grass. Mostly lichens associated with trees and twigs.
3	3,11,12,3,13	Lichen assemblages found with stands of gorse and paths or tracks at the gorse edges. There are three sub types.
4	4,5	Low, linear flat-topped shingle ridges – two sub types depending on proportions of heather.
5	6	Shingle in the lee of partial development of naturally regenerated pine.
6	7,20	Exposed, open stone fields, formerly shingle deposits with scattered dwarf heather with abundant lichen cover of up to 100% over sand and shingle.
7	16,17,18	Very exposed, coastal open stone fields and shallow shingle ridges with scattered flattened and wind sculptured heather. Lichen cover up to 70% over sand and shingle. Habitat encompasses an extensive zone at northern edge of the central section of the Findhorn dunes, along the coastal edge of the consolidated shingle beds. Lichen interest here is particularly significant here due to hostile habitat.
8	8,17	Open, flat stony areas with scattered dwarf heather, lichen cover almost restricted to a single species, creating a pale green haze over the site.