

## FORESTRY OPERATIONS CONTRACT

<b>MU or Forest name:</b>
<b>Compt:</b>
<b>County:</b>
<b>General work description:</b>

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

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

**and** .....

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

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

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

**Works Manager: Name:** .....

**Mobile contact number:** .....

**Agreed payment (Excl VAT)**.....  
 .....

(Add VAT to final invoice if applicable)

**Payment Terms** .....

**Start date** ..... **Completion date** .....

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

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

**Documents supplied by the Contractor:** (Tick as applicable)

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

**Special Instructions:** .....

.....

.....

Signed ..... Date .....

Name ..... Owner

Signed ..... Date.....

Name ..... Contractor

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

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

Contractors agree to adhere to the following:

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

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

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

**Note: Tem.2.5b Forest Operations Monitoring Checklist and Tem.6.1 Environmental Impact Assessment, in addition to Tem.10.10 Work Planning Checklist, should be used in conjunction with this Forestry Operations Contract.**