

Access Behaviour Agreement

Expert User

NATURAL RESOURCES BODY FOR WALES (“NRW”):	A body established in accordance with The Natural Resources Body for Wales (Establishment) Order 2012 whose principal office is at Welsh Government Offices, Cathays Park, King Edward VII Avenue, Cardiff, CF10 3NQ
NAME & ADDRESS OF APPLICANT FOR ACCESS (“YOU”):	In this agreement the term “You” refers to each individual Member of SWOAPG who has agreed to operate within the terms of the signed SWOAPG MoU dated 1st January 2025, each of whom is responsible for their own risk assessment and insurance; and SWOAPG refers to the company known as South Wales Outdoor Activity Providers Group registered at Bryn Bolgoed, Libanus, Brecon LD3 8EP and represented by its Coordinator Mr S Rayner
PURPOSE:	To facilitate access for members of SWOAPG for outdoor activities in the Waterfalls area.
MOBILE/TEL:	07989 412415
ACCESS DATE(S):	1 st April 2026 – 31 st March 2027 Inclusive
WOODLAND(S):	Waterfall Country
LOCATION:	Areas of Waterfall Country within WGWE as detailed within Annex 1 of signed SWOAPG MoU dated 1 st January 2025.
RISK ASSESSMENT:	This is the risk assessment a prepared by You for undertaking outdoor activities in Waterfall area, which shall incorporate all elements identified in the Outline Risk Assessment provided by NRW and Template Risk Assessment provided by SWOAPG as per the signed SWOAPG MoU dated 1 st January 2025
PLAN:	This is the Plan provided by NRW “Areas of Waterfall Country within WGWE” as detailed within Annex 1 of signed SWOAPG MoU dated 1st January 2025
SPECIAL CONDITIONS:	The Special Conditions (if any) contained in Schedule 1 to this Agreement
BIOSECURITY CONDITIONS:	The biosecurity conditions contained in Schedule 2 to this Agreement
INSURABLE SUM:	£5,000,000

RECITALS

This is an agreement whereby You are proposing access to the Woodland which is owned or maintained by NRW for the Purpose on the Access Date. This is for a Purpose which You are not permitted either by statute or bye laws to use the Woodland. This is a Woodland shared with other users on a daily basis. You are responsible at all times for the protection of other users of the Woodland so must not use this Agreement on any other Access Date or for any other Purpose and only in the Location and within any areas designated on the Plan.

Nature of the Access Behaviour Agreement

- 1.1 This Agreement is not intended to confer exclusive possession of the Location or the Woodland on You or to create the relationship of landlord and tenant between You and NRW.
- 1.2 This Agreement is personal to You and You will not assign or sublet the rights granted under this Agreement to any other party.
- 1.3 NRW reserves the right to revoke the whole or part of this Agreement at any time by notice given to You for any reason.
- 1.4 As the areas subject to this access are also used by other third parties, it may be necessary, in the interests of management of the land, for some such third parties to notify you of activities that may affect or restrict their use of the area. In these circumstances NRW will disclose your details to certain other parties for this purpose only. By signing this Access Behaviour Statement You consent to such disclosure by NRW.

Access

- 2.1 NRW grants You the right of access, upon the Access Date and on the terms of this Agreement to use the Location for the Purpose but only within the designated areas and along any access routes to the designated area as identified on the Plan. If NRW or any other relevant authority designates any alternative routes to be used then those should be followed instead.
- 2.2 The grant further to Clause 2.1 is also conditional on You undertaking to comply with:-
 - 2.2.1 the Special Conditions;
 - 2.2.2 the Biosecurity Conditions;
 - 2.3.3 the Vehicle Condition; and
 - 2.2.4 any management conditions for the Woodland introduced by NRW from time to time.
- 2.3 You will be responsible for and shall bear the full cost of obtaining any necessary consents required to perform the Purpose including compliance with any regulations and legislation affecting the Purpose and nothing in this Agreement shall imply NRW acceptance of such consent (if required).
- 2.4 You agree that if any further consent or permit is required for the Purpose and such consent or permit is not granted prior to the Access Date then the rights granted further to Clause 2.1 will be revoked.
- 2.5 You agree that any reference to employees in this agreement also includes any contractors or third parties engaged to carry out the Purpose further to this Agreement.

Your Duties and Responsibilities

- 3.1 You must not deviate from any designated areas or any access routes to those designated areas identified on the Plan. If NRW or any other relevant authority designates any alternative access routes to be used then those should be followed instead.
- 3.2 You must advise NRW as soon as possible (and no longer than 24 hours after the event) of any accident involving You, any of your employees, and/or any third parties or of any complaint relating to the exercise of the Woodland for the Purpose received by the You.
- 3.3 You must ensure that any employees and any other third parties will be informed of any operational activities (either which You are notified of by NRW or should be reasonably aware of) which may affect the use of the Location during the Access Date and must carry out regular investigations as to any changes in those activities up to the Access Date.
- 3.5 You must keep and leave the Woodland in a clean and tidy state and condition and You must at the end of the Access Date clear all litter and equipment including course markers, signs and other structures brought onto the Woodland by You. NRW shall be entitled to charge You for the whole of any costs incurred in removing any such items or litter which is not removed by the end of the Access Date.
- 3.6 You, any of your representatives, and any employees must pay site charges, including forest drive tolls, car park and other entrance fees where these are levied (whether it be by the NRW or any other party) at the Woodland.
- 3.7 You, any of your representatives, and any of the employees (including any person or persons connected with the employees) are required to be aware of any work sites, workers and vehicles on the Woodland and You must ensure that they avoid any working areas, obey any safety signs and instructions and do not enter any areas on the Woodland where access has been restricted.
- 3.8 You must at all times provide adequate first aid assistance (and all vehicles must contain a first aid kit) and ensure You and any activity leaders are appropriately qualified to provide first aid.
- 3.9 You must ground survey your access routes well in advance of the Access Date to ensure they are available and not impeded by work site operations or for any other reasons. You must also take account that conditions can change very rapidly in forests and nature reserves and must ensure that you are properly prepared for your visit, taking account for your own safety and other persons who may be affected by your access.
- 3.10 You must ensure:
 - there is no smoking or the lighting of fires;
 - all gates are left in the closed position;
 - reasonable care is taken to prevent disturbance to wild fauna and flora and to agricultural livestock;
 - you must keep to established routes which are relevant to your activity and not allow trampling of ground vegetation;
 - compliance with all legislation relating to your activity including compliance with any consent or licence regime for which NRW is the regulator
 - compliance with any instructions issued by NRW.
 - no overnight camping.

Liabilities and Insurance

- 4.1 NRW provides no guarantee about the standards and quality of the roads, tracks, or other pathways or access ways over which the access is granted. You must undertake to satisfy yourself that such routes are suitable for the Purpose and You shall be responsible for notifying any employees of any features in such routes that may affect their safety, or the performance of any event or activities connected with the Purpose.
- 4.2 NRW shall not be liable for loss or damage to Your or any employee's property unless the loss or damage is due to negligent acts or omissions of NRW
- 4.3 Except to the extent that NRW is negligent (and such losses are directly as a result of that negligence) You will indemnify NRW from and against all liability, loss, damage, claims, costs, expenses or proceedings sustained by NRW in consequence of (i) personal injury (and/or death) of any person or (ii) loss or damage to property if and to the extent that such injury or damage is connected with, arises out of or is caused by the You or any employees' negligence, omission, default or breach of this Agreement or by any person invited by You onto the Woodland.
- 4.4 You must maintain a Public Liability Insurance policy with a reputable insurance company, to an amount not less than the Insurable Sum in respect of any one claim. The amount of such insurance shall not limit your liability to NRW.

- 4.5 You must comply with (and must ensure all employees and other third parties comply with) all the requirements and recommendations of the insurers.
- 4.5 You must not do or omit to do anything that could invalidate the whole or any of part of any insurance policy.
- 4.6 If at any time You are entitled to the benefit of any insurance that is not taken out or maintained in pursuance of any obligation contained in this Agreement, then You must apply all money received by virtue of that insurance in making good the loss, damage or destruction in respect of which the money is received.

Risk Assessment

- 5.1 You warrant and undertake that the Risk Assessment shall identify and evaluate biosecurity hazards and potential hazards to the health and safety of the Your employees or officers, any employees, any other users of the Woodland, or any other person who might reasonably be expected to be present within the vicinity of the Woodland on the Access Date.
- 5.2 You must ensure that the Risk Assessment includes a safety plan which shall detail the control measures to be completed prior to the Access Date to ensure compliance with all relevant health and safety legislation, regulations, codes of practice guidance notes and the like in force during the Access Date.
- 5.3 You must review and update the Risk Assessment at all appropriate times during and before the Access Date.
- 5.4 For the avoidance of doubt each Risk Assessment will (without limitation):
- 5.4.1 identify potential hazards to the safety of all those persons likely to be on the Woodland during the Access Date;
- 5.4.2 assess the risk posed by the hazards identified which shall include adverse weather risks as well as physical risks;
- 5.4.3 identify what controls and restrictions are to be imposed to remove or reduce the risk posed by the hazards identified to a reasonable level;
- 5.4.4 identify the measures to be taken prior to and during the Access Date to ensure that any controls and restrictions imposed are fully implemented throughout the Access Date.

Termination

- 6.1 The rights granted by clause 2 will determine immediately:
- 6.1.1 on notice to that effect given by NRW to You; or
- 6.1.2 on You, being an individual, becoming subject to a bankruptcy order; or
- 6.1.3 on You, being a company or limited liability partnership or other form of partnership, entering into liquidation—but not if the liquidation is for amalgamation or reconstruction of a solvent entity— or entering into administration or having a receiver appointed over all or any part of its assets or, where appropriate, being struck off the register; or
- 6.1.4 on You entering into or making a proposal to enter into any voluntary arrangement pursuant to the [Insolvency Act 1986](#) or any other arrangement or composition for the benefit of his creditors; or
- 6.1.5 on You becoming subject to any procedure for the taking of control of his goods by another.

UKWAS

You confirm that You have read the UKWAS leaflet annexed to this Agreement and are aware of United Kingdom Woodland Assurance Standard (UKWAS) requirements and undertakes to provide such information to any employees, contractors or other persons engaged by You.

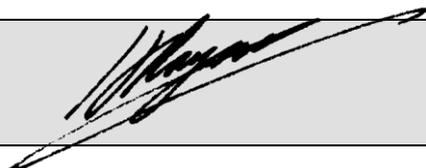
General

- 8.1 Nothing in this Agreement will affect the statutory duties, regulatory responsibilities or the legal rights, responsibilities and obligations of NRW and it does not preclude enforcement action by NRW against You where appropriate.
- 8.2 There may be other permits or consents that must be applied for with NRW or other statutory or regulatory bodies on or prior to the Access Date in relation to this Agreement. Nothing in this Agreement shall fetter the discretion of NRW or limit their duties (statutory or otherwise) to be impartial and/or fair to all affected persons in relation to consideration of any such consents or permits.
- 8.3 If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 8.4 You agree that this Agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales (as applicable to Wales) and to submit to the exclusive jurisdiction of the English and Welsh Courts.
- 8.5 This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the [Contracts \(Rights of Third Parties\) Act 1999](#).

ACCEPTANCE

I accept the foregoing conditions.

Signed (by applicant):



Date:

4 March 2026

Data Protection

The information provided by you will be processed by Natural Resources Wales in line with the Data Protection Principles and [our Privacy Notice \(opens in new tab\)](#) to enable us to process your application. NRW will not publish personal information from your application, but your application in full will be shared internally with our staff in order for us to process it. Your e-mail address and telephone number(s) may be supplied to an external third party (e.g. other event organisers or forest contractors) so that they can contact you if there is a conflict between your and other activities on the land we manage.

Freedom of Information

Under the Freedom of Information Act 2000, anybody may request information from a public authority. The Act confers two statutory rights: to be told whether or not the public authority holds that information; and if so, to have that information communicated to you.

The Data Protection Act 1998, which covers both the public and the private sector throughout the United Kingdom, gives you the right to find out what information, including personnel information, is held about you on computer and in some paper records. This is known as the right of subject access. You also have a right to have inaccurate data corrected, blocked, erased or destroyed, and to seek compensation through the courts for damage and distress caused by such inaccuracy. Natural Resources Wales would normally only pass on personal information to prevent or detect crime. [See our Open Information webpage for further details:](#)

Forests Managed by Natural resources Wales meet with the UK Forest Standard.

This is certified by the [Forest Stewardship Council](#) and [Program for the endorsement of Forest Certification](#).

SCHEDULE 1

SPECIAL CONDITIONS

As per signed SWoAPG Memorandum of Understanding dated 1st January 2025

SCHEDULE 2

BIOSECURITY CONDITIONS

You will use your best endeavours to comply with the NRW overarching statement on biosecurity and shall make all employees, representatives, staff and contractors aware of the overarching statement and any other biosecurity measures that either NRW shall notify You regarding or which You ought to be reasonably aware regarding.

Biosecurity – Overarching Statement

The threat to our forests and woodlands has never been greater. Trees and plants in Britain are now vulnerable to a range of new pests and diseases as a result of a combination of climate change and the increased movement of goods around the world. Activities on the NRW Estate can increase chance of spreading a pest or disease. Everyone who visits or works on NRW's Managed Estate can make a difference.

For all activities, an assessment of the risks should be carried out prior to permission being granted. The actions to minimise the risk should be proportionate and reasonable. The assessment should consider if the site where activities occur is a high-risk site and the risk of a pest or disease being moved to another site. NRW staff can advise on the presence of known pests or diseases and possible actions to mitigate the risks. In certain circumstances, NRW may impose specific biosecurity conditions based on the risk assessment.

NRW may suspend permissions or change conditions in the event of new information for pests or diseases.

The minimum level of biosecurity in all cases is to arrive with clean footwear and clothing and clean footwear and clothing either on site or at home before visiting another woodland, "Leave the Forest in Forest". Greater level of biosecurity will be determined by the Assessment.

Annexure 1

UKWAS Information Leaflet



When working on the public forest estate you have an important role in helping us manage the land sustainably in order to maintain our Forest Certification.

Pan fyddwch yn gweithio ar yr ystâd goed gyhoeddus, mae gennych swyddogaeth bwysig o ran ein helpu i reoli'r tir yn gynaliadwy, fel y gallwn ddal ein gafael yn ein Hardystiad Coedwigoedd.

What is UKWAS? UKWAS stands for UK Woodland Assurance Standard
An independent certification body (currently SGS) audits us against UKWAS which allows us to trade our products as certified.

Beth yw UKWAS? Ystyr UKWAS yw UK Woodland Assurance Standard
Mae corff ardystio annibynnol (SGS ar hyn o bryd) yn ein harchwilio ar sail UKWAS, gan ganiatáu inni fasnachu ein nwyddau'n ôl yr ardystiad.

which shows that our woodlands are managed sustainably for
sy'n dangos bod ein coetiroedd yn cael eu rheoli'n gynaliadwy er budd

Economy yr economi



Nature Natur



People Pobl



Operations that you are carrying out in accordance with the plans mean that

Mae'r gweithrediadau yr ewch i'r afael â nhw, yn unol â'r cynlluniau, yn golygu bod



all our wood and non wood products are FSC and PEFC certified
ein nwyddau pren a'n nwyddau eraill | gyd wedi'u h

