

April 2014

# Template Master Tree Sales Agreement

**Produced by the Irish Timber Growers Association**



*A project undertaken by the Irish Timber Growers Association to facilitate and encourage the management of woodlands by providing a template Master Tree Sales Agreement for use by growers in standing timber sales*

*Funded by the Forest Service of the Department of Agriculture, Food and the Marine*

IRISH TIMBER  
GROWERS  
ASSOCIATION



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Department of  
**Agriculture,  
Food and the Marine**

An Roinn  
**Talmhaíochta,  
Bia agus Mara**

## **Important Information and Disclaimer**

This document has been prepared and made available solely for informational purposes and while every effort has been made in developing and drafting this Template Master Tree Sales Agreement to ensure it covers the main issues involved in standing roundwood sales, the Irish Timber Growers Association or the Department of Agriculture, Food and the Marine make no representation or warranty, express or implied, with respect to the completeness, accuracy or utility of this document.

Any use or reliance on this Agreement, or information, schedules or terms and conditions contained herein is employed at the sole risk of the user, and the Irish Timber Growers Association and the Department of Agriculture, Food and the Marine shall not be liable or responsible in regard to any defects or omissions in this Template Master Tree Sales Agreement and will bear no liability for any losses, damages, costs or expenses suffered by any person or entity as a result of any reliance on the Agreement.

The Irish Timber Growers Association and the Department of Agriculture, Food and the Marine advise all potential users of this Agreement of the necessity to take independent forestry, financial, insurance and legal advice to ensure that this Agreement is amended to meet the specific requirements of their particular forest and timber sale.

## **Summary**

The objective of this project was to develop a template Master Tree Sales Agreement in which private forest owners could have confidence and that would act to encourage private growers to market thinnings and fellings so as to increase wood mobility in the sector.

The Irish Timber Growers Association worked in consultation with the Forest Service of the Department of Agriculture, Food and the Marine, the Health and Safety Authority, Teagasc, timber growers, timber buyers and the wider industry and relevant stakeholders in the development of this template Master Tree Sales Agreement. This consultation process ensured public and private sector participation, input and involvement in the various stages of the project.

**Template Master Tree Sales Agreement**  
**produced by the Irish Timber Growers Association**  
**Terms and Conditions**  
**Version 1.1 dated 01/04/2014**

**1. Definitions**

**In this Agreement the following expressions will have the following meanings unless otherwise indicated;**

**"Agent"** means the person/corporate body named as such in the Fifth Schedule who is authorised by the Vendor to act on their behalf on matters relating to this Agreement.

**"Brash Mats"** means the Lop and top material to be left on the ground on all extraction routes within the forest sale area(s) to protect against soil damage during harvesting and extraction operations.

**"Commencement Date"** means the date specified as such in the Fourth Schedule;

**"Completion & Removal Date"** means the date specified as such in the Fourth Schedule and means the date by which all site works must be completed and the date by which all trees subject to the sale and the Purchasers equipment must be removed from the Work Site(s);

**"Deposit"** means the amount specified as such in the Third Schedule to be paid on the signing of this Agreement and subject to the terms and conditions of this Agreement;

**"Employment Legislation"** means and includes all EU and national legislation, regulations, codes of practice, guidelines and the like issued by statutory bodies including all Health and Safety Legislation, codes of practice, guidelines and regulations;

**"Environmental Legislation"** means and includes all EU and national legislation, regulations, codes of practice, guidelines and the like issued by statutory bodies;

**"Extraction route"** means the routes travelled by roundwood and tree extraction machinery within the forest areas in the Work Site(s);

**"Felling Licence"** means the relevant Licence to fell trees as detailed in the First Schedule and issued by the Minister of Agriculture, Food and the Marine.

**"Force Majeure"** shall mean any occurrence or circumstances or a combination thereof beyond the control of the party concerned and shall include the following: Acts of God or forces of nature, (other than windblow of trees), strikes, lockout or other industrial disturbances, acts of war, civil disturbances.

**"Forest Manager"** means the person/corporate body named as such in the Fifth Schedule who is authorised by the Vendor to act as Forest Manager on their behalf on matters relating to this Agreement.

**"Forestry Work Manager"** means the person or company appointed by the Purchaser to be in charge of all work activities taking place in and around the Work Site(s) including all compliance with the Safety, Health and Welfare at Work Act 2005 or any subsequent amendment thereof and all related and relevant legislation, codes of practice and guidelines. "Forestry Work Manager" is defined in the HSA Code of Practice for Managing Safety and Health in Forestry Operations.

**"HSA Code of Practice"** means the Health and Safety Authority's (HSA) Code of Practice for Managing Safety and Health in Forestry Operations.

**"Instalment"** means an amount equivalent to the estimated total value of the sale divided by the number of instalments (plus VAT where applicable);

**"Instalment Dates"** means those dates specified in the Third Schedule when the various instalment payments fall due;

**"Location Map(s)"** means the map(s) attached as part of the Second Schedule which shall indicate the location of the Work Site(s);

**"Lop and top"** means the branches and tops of the Sale Trees;

**"Lop and top biomass"** means the biomass contained in the branches and tops of the Sale Trees;

**"Price"** means the price as specified in the Third Schedule;

**"Road Haulage of Round Timber Code of Practice"** means the Code of Practice document as published by the Irish Forestry and Forest Products Association (IFFPA) and the Forest Industry Transport Group (FITG), and as may be updated from time to time;

**"Roundwood"** means all over bark wood in the trees up to 7cm top diameter;

**"Sale Map(s)"** means the map or maps attached as part of the Second Schedule which shall show the area containing the Sale Trees;

**"Sale Trees"** means the trees described for sale in the First Schedule to this Agreement.

**"Schedule(s)"** means the schedule(s) annexed to this Agreement;

**"Site Works"** means all works relating to the harvesting, forwarding, transport or movement of roundwood or trees on site;

**"Specified Access Routes"** means the roads and pathways which may be used by the Purchaser in accordance with this Agreement and marked as such in blue on the Sale Map(s);

**"Stacking Sites"** means the sites neighbouring Specified Access Routes which are located within the Work Site(s) as shown in the Sale Map(s) on which the Sale Trees will be stacked;

**"Standing Trees"** means the trees on the Work Site(s) as described in the First and Second Schedules to this Agreement.

**"Watercourse"** means a channel, either natural or artificial, through which water flows.

**"Work Site(s)"** means those areas of land shown outlined in red on the Sale Map(s) including any Specified Access Routes;

**"Working Day"** means any day on which the clearing banks are open for business;

## **2. Sale**

2.1 The Vendor agrees to sell and the Purchaser agrees to purchase the Sale Trees specified in the First Schedule hereto situated on the lands specified in the Second Schedule hereto on the terms and conditions specified hereunder and in the attached Schedules hereto.

## **3. Warranties**

3.1 The Vendor hereby warrants the following:

- That (s)he is the full owner of the Sale Trees and is the owner of, or has full access rights to, the Work Sites and Specified Access Routes outlined in the First and Second Schedules hereto, and

- That no other party has any claim to the Sale Trees or any part thereof and there are no other encumbrances or hindrances on the Sale Trees or Specified Access Routes.

3.2 The Sale Trees are believed to be correctly described as outlined in the First Schedule. However, no warranty is given as to the description, quantity or quality of the trees or their suitability for any particular purpose. The Vendor or his agent shall not be liable for any errors of description, excess, deficiency, or inaccuracy in the number, quantity or quality of the trees, any measurement or marking, or for any disease, infestation, or other defect which may be present in the trees. Where the price has been calculated by reference to measurement by volume of Standing Trees, the Purchaser shall be deemed to have satisfied himself as to the accuracy of the estimated measurements.

3.3 The Felling Licence as detailed in the First Schedule includes the Sale Trees and no notice or amendment, subsequent to the issuing of this Licence has been served in relation to the Sale Trees.

#### **4. Payment**

4.1 The Price to be paid for the Sale Trees and the manner in which these trees are paid for shall be as specified in the Third Schedule of this Agreement.

4.2 On signing of this Agreement, the Deposit as detailed in the Third Schedule will be payable to the Vendor from the Purchaser.

4.3 The weight of the Sale Trees purchased under this Agreement shall be its weight over a certified weighbridge agreed with the Vendor. The Purchaser shall bear the expense of the weighing of each load.

4.4 No tree shall be removed until it has been paid for in accordance with the Third Schedule. Where payment of the purchase price is by way of deposit and instalments, each payment shall be deemed to be payment for only the proportion of or particular trees as provided in the Third Schedule.

4.5 The Purchaser shall take all possible precautions to prevent the felling of any tree not agreed to be sold under this Agreement. Should any such tree not agreed to be sold be cut down, the Purchaser shall pay to the Vendor as liquidated or assessed damages on demand treble the value thereof or other damages or costs as may be reasonably assessed by the Vendor.

4.6 All roundwood is to be removed from the Work Site(s) within 15 Working days of felling and all over bark roundwood up to 7cm top diameter shall be removed and paid for at the price per tonne as specified in the Third schedule. To reflect the movement in the volume/weight ratio and reduction in weight where roundwood is not removed and weighted within this 15 day period, it is hereby agreed that the price per tonne as detailed in the Third schedule will be increased by 3% for that roundwood for every additional 7 days or part thereof over the 15 days the roundwood remains on site.

## **5. Right of Access**

5.1 For the purposes of this Agreement and subject to all relevant Clauses or as otherwise provided in this Agreement, the Vendor shall permit the Purchaser access to and exit from the Work Site(s) using the Specified Access Routes to harvest and extract the Sale Trees in accordance with this Agreement.

5.2 The Purchaser will have access to the Work Site(s) for the period of this Agreement only and will not at any time take possession or occupation nor acquire any rights over the Work Site(s).

5.3 The Purchaser shall not remove any roundwood, trees, poles, or other growth except by the Specified Access Routes provided that if in the reasonable opinion of the Vendor or his/her forest manager due to adverse weather conditions or otherwise the extraction of roundwood might cause damage to the Work Site(s), the Purchaser may be called upon to cease extraction for so long as the Vendor or his/her forest manager shall think necessary. In such event the Completion and Removal Date shall be extended for a period equivalent to the period for which the Purchaser shall have been called on to cease extraction.

5.4 All paths, tracks or Specified Access Routes shall be used in common with all others having the like right. Any obstruction due to vehicles, lorries, trees or roundwood, shall be removed forthwith when any such other person wishes to pass. The Purchaser shall not be liable for unavoidable damage due to fair wear and tear and the Purchaser agrees to use or allow the use of only lorries and trailers suitable for such paths and routes and in a suitable and proper manner. The Purchaser also agrees to indemnify the Vendor against all loss or damage to the said paths or Specified Access Routes arising from a breach of this Agreement.

5.5 In the event that all or part of the Specified Access Routes require maintenance or repairs, the Vendor shall be entitled, after consultation with the Purchaser, except for in the case of an emergency, to close all or part of the Specified Access Routes while the work is carried out.

5.6 The Purchaser shall ensure that the Purchaser, his employees, agents, contractors, sub-contractors, and employees of any of them at all times will comply with all applicable road safety legislation and relevant codes of practice including the Road Haulage of Round Timber Code of Practice for all haulage operations relating to this sale and whilst accessing and exiting from the Work Site(s) and whilst using any Specified Access Routes.

5.7 The Purchaser must request the Vendor's consent in writing prior to the construction or use of any additional Access Routes or Stacking Sites which have not already been noted in this Agreement, and the Vendor's consent shall not be unreasonably withheld. Any such additional Access Routes or Stacking Sites will then form part of the Work Site(s) for the purposes of this Agreement.



## **6. Felling, Harvesting & Removal**

6.1 All trees included in the sale without exception shall be felled as close to the ground as practicable and in a safe, proper and workmanlike manner. The Purchaser shall take particular care not to cause or allow damage to perimeter fences, walls, banks which bound the felling area or cause damage to any electricity transmission power lines or telephone lines within or bounding the felling area and all trees shall be felled so that they fall inwards unless otherwise agreed. The Purchaser shall keep all watercourses, drains, ridelines and roadways clear of roundwood and Lop and top during and after harvesting and extraction operations.

6.2 The Purchaser shall remove all roundwood measuring seven centimetres and greater top diameter and any other products subject to this Sale Agreement and the Purchaser's extraction equipment and belongings and shall leave the site(s) used by the Purchaser clear and tidy to the satisfaction of the Vendor or his/her forest manager and complete his other obligations hereunder before the Completion & Removal Date specified in the Fourth Schedule. All Lop and top shall remain the property of the Vendor unless otherwise agreed in this Agreement and detailed in the Third Schedule.

6.3 The use of any machine, equipment or method of working which in the reasonable opinion of the Vendor is causing, or is likely to cause, avoidable damage to Standing Trees, any road, path, track or drain, or to other property, must be stopped on request from the Vendor.

6.4 In the event of prolonged adverse weather conditions during harvesting operations which are likely to cause or lead to ground damage to the Work Site(s), the Purchaser may be called upon to cease harvesting and/or extraction for so long as the Vendor or his/her forest manager shall think necessary. In such event the Completion and Removal Date shall be extended for a period equivalent to the period for which the Purchaser shall have been called on to cease harvesting and/or extraction.

6.5 The Purchaser shall create and maintain fresh brash mats employing Lop and top according to good forest practice over all extraction routes within the Work Site(s) to minimise ground damage, erosion and sedimentation.

6.6 The Vendor reserves the right to be in attendance or represented at the weighbridge during the weighing of any loads relating to this sale and to have access to these weight details at this time.

6.7 The Purchaser shall give the Vendor notice of the date and time when any of the Sale Trees are to be removed by the Purchaser in accordance with the most up to date version of the ITGA Timber Sales Dispatch System (for details of system see [www.itga.ie](http://www.itga.ie)) in respect of each and every load as summarised below;

The Purchaser shall notify the Vendor by text message to a designated mobile phone number at least one hour before each and every entry onto the Work Site to collect Sale trees as outlined in the ITGA Timber Sales Dispatch

Procedure. There shall be no entry onto the Work Site(s) for the purpose of removing the Sale Trees without following this procedure. A completed Forest Docket must first be placed in a designated docket box prior to loading of the Sale Trees. Unless otherwise agreed with the Vendor, entry to the Work Site shall only be permitted between 7am and 6pm Monday to Friday. All Forest Dockets shall be specific to this sale and pre-agreed between the parties.

6.8 The weight tickets/dockets with corresponding copies of the Forest docket attached shall be forwarded from the Purchaser to the Vendor on a weekly basis to be received by the Vendor no later than the following Friday for all loads removed in the previous week.

6.9 Where in respect of any load removed, the Vendor does not receive the ticket/docket within the specified period, then in such an event the Vendor reserves the right to estimate the weight of the load and this estimate shall be regarded as the weight in respect of that load.

6.10 Unless otherwise agreed with the Vendor, the Purchaser will not be permitted to use chainsaws or any other machinery on the Work Site(s) outside the hours between 7am to 8 pm due to potential disturbances to the local community.

## **7. Indemnity & Insurance**

7.1 Without prejudice to any other rights of the Vendor, the Purchaser shall indemnify the Vendor against any destruction or damage caused by the negligence, breach of duty, including statutory duty of the Purchaser or the Purchaser's employees, agents, contractors, sub-contractors, or the employees of any of them and shall reimburse or make good the same to the satisfaction of the Vendor within 10 working days of its occurrence or otherwise by agreement.

7.2 The Purchaser shall be responsible for the repair and reinstatement of all property, drains, watercourses, walls, fences, gates, barriers, electricity power lines, cables, pipelines, water pipes and telephone lines that may have been damaged or removed in felling or extraction and all such associated costs.

7.3 The Purchaser shall be responsible for any damage or interference caused to any public road system in connection with the movement of roundwood or trees from this sale. The Purchaser shall indemnify the Vendor against any such damage or interference caused by the Purchaser or the Purchaser's employees, agents, contractors, sub-contractors, or the employees of any of them and shall reimburse the Vendor for any costs or fines caused or arising from such damage or interference.

7.4 The Vendor shall be under no liability for any damage or injury suffered by the Purchaser, his employees, contractors, sub-contractors, licensees, agents or the general public by reason of the felling of trees, harvesting, extraction or removal of roundwood, or otherwise relating to this Agreement, howsoever caused or arising. The

Purchaser herewith indemnifies the Vendor, his successors, employees, contractors, sub-contractors, agents, managers and assigns against all such actions, claims, demands and costs in respect of any losses, injuries, accidents and damages for the duration of this Agreement.

7.5 The Purchaser shall fully insure for the above liabilities and retain such insurance cover for the duration of the sale. The Purchaser, his contractors, sub-contractors, licensees, or agents shall hold Public Liability insurance cover for a minimum sum insured of €2,600,000 (2.6 million euro) and Employers Liability insurance for a minimum sum insured of €13,000,000 (thirteen million euro). All relevant insurance documentation shall be supplied by the Purchaser to the Vendor and these insurances must be satisfactory to the Vendors insurance Agent prior to the commencement of felling/harvesting. Where renewal of relevant insurances is required during the term of this Agreement the Purchaser shall provide prior confirmation of such renewal.

7.6 The Purchaser shall not do or allow to be done or to be omitted on the Work Site(s) anything that may render the insurance policy or policies effected in compliance with the above void or voidable.

## **8. Compliance**

8.1 No unsanctioned, illegal or pollutant discharges are to be made as a result of the Purchaser's operations on the Work site(s) or to any drains, controlled waters or other watercourses. All machinery operating on the Work Site(s) shall have an oil spillage kit of a recognised industry standard. Storage of urea, fuels, hydraulic fluids and all machinery lubricants and similar fluids and materials must be a safe distance from all drains, streams, watercourses and bodies of water and outside all buffer zones as defined in the Forest Service Forestry and Water Quality Guidelines. Refuelling and all repairs or maintenance of machinery must be undertaken outside all such buffer zones and a safe distance from all drains, streams, watercourses and bodies of water. The Purchaser shall have an emergency pollution control plan available on site at all times.

8.2 The Purchaser shall adhere to all Forest Service Harvesting and Environmental Guidelines and all relevant Forest Service Guidelines and in particular the Forestry and Water Quality Guidelines and Felling Licence terms and conditions relating to felling and harvesting and the Code of Best Forest Practice for Ireland.

8.3 The Purchaser shall ensure at all times to comply in his responsibilities under this Agreement in relation to the Vendor's duties and responsibilities under the Forestry Act 1946 and any subsequent Acts and legislation relating to Forestry and associated activities, including any related statutory instruments and in particular without limitation the Vendor's duty in respect of all Environmental and Employment legislation, regulations, codes of practice and guidelines.

8.4 The Purchaser agrees to comply and undertakes to ensure the compliance of its employees, agents, contractors, sub-contractors, and the employees of any of them at all times with the obligations, terms and conditions of this Agreement.

## **9. General Conditions**

9.1 The Purchaser at his own expense shall supply and paint all stumps with a 20% solution of Urea (i.e. 1kg of Urea to 5 Litres of water) with added dye immediately after the felling of each tree, unless the stumps are located in areas where Urea is not to be applied as outlined in Forest Service Guidelines or in the Felling Licence Terms and Conditions. Subject to the above, where Urea and dye mixture is not immediately applied on felling of the trees, the Purchaser must cease all felling until such time as this application can be immediately and properly undertaken.

9.2 The Vendor or his Agent shall have the right at all times to visit and inspect the Work Site(s) to ensure that operations are being carried out by the Purchaser, its employees, agents, contractors, sub-contractors, and the employees of any of them in compliance with the provisions of this Agreement.

9.3 The Purchaser shall not light any fires on any of the Work Site(s) or any part of the Vendors lands.

9.4 Prior written permission from the Vendor must be provided before any animal is taken onto the Work Site(s), Specified Access Routes or the Vendors lands. Any animals employed to extract roundwood or taken on to the Vendor's Land with the Vendor's prior permission shall at all times remain the responsibility of the Purchaser and shall be kept under control at all times so as to prevent any injury to any person, property or the environment.

9.5 No mobile camping facilities, such as caravans, mobile homes, campervans or equivalent vehicle or tent(s) shall be taken on to the Work Site(s) or any other part of the Vendor's Land without the Vendor's prior written approval.

9.6 The Purchaser shall not offer or provide any reward, remuneration, emolument, compensation, inducement or incentive whatsoever to any person in the employment of or contracted to the Vendor.

## **10. Risk**

10.1 The trees shall, as to any damage from whatever cause arising after the date of this Agreement, be at the sole risk of the Purchaser and no claim shall be made against the Vendor for any deterioration or damage unless occasioned by the Vendor's wilful neglect or default.

## **11. Duration & Termination**

11.1 The Commencement Date and Completion & Removal Date shall be as indicated in the Fourth Schedule hereto.

11.2 The Vendor agrees to consider the granting of an extension of time allowed for the removal of roundwood or trees if such shall become necessary and providing there are reasonable grounds for this, such as prolonged bad or unsuitable weather delaying the extraction of roundwood. Without prejudice to the generality of the foregoing, if the Purchaser has failed to avail of good and suitable weather, or is otherwise in breach of this Agreement, the extension may not be granted. In any event, the granting of any such extension shall be at the sole discretion of the Vendor.

11.3 This Agreement shall expire on the Completion & Removal Date without the Vendor being required to give notice. The Vendor shall be entitled to terminate this Agreement forthwith at any time by notice in writing:

A) Where the Purchaser fails to pay the deposit on signing this Agreement or to make any other payment within two days of the same becoming due;

or

B) Where the Purchaser is in breach of this Agreement (otherwise than as stated in sub-clause (a) of this clause) and fails to remedy the breach within two working days of the giving by the Vendor of notice in writing requiring the Purchaser to remedy the breach or within such longer period as such notice may specify;

11.4 And in any such case as provided for in 11.3 (a) and (b) above the Vendor shall also be entitled to pursue his legal rights for damages. The expiry of this Agreement or its termination by notice under this clause shall be without prejudice to any other rights or remedies of the Vendor under this Agreement. Where the Purchaser is in breach of this Agreement and fails to remedy the breach as aforementioned, the Vendor may, instead of terminating this Agreement, remedy the breach himself provided that the Vendor shall be entitled to recover all the costs and expenses thereof.

11.5 Either party shall be entitled to immediately terminate this Agreement by written notice to the other if: -

The holder of any security takes possession or a receiver is appointed over any of the property or assets of that other party;

That other party makes any voluntary arrangement with its creditors or becomes subject to any administration order;

That other party goes into liquidation; or

That other party ceases to carry on business.

11.6 On the expiry or other termination of this Agreement the property in all trees and roundwood left on the Vendor's land or the Specified Access Routes shall belong to the Vendor and after 10 working days notice the Vendor shall have the right to retain or remove and dispose of any belongings of the Purchaser on the Vendor's land and the Purchaser shall on demand reimburse the Vendor for all costs incurred in their disposal.

## **12 Health & Safety**

12.1 Where the Vendor is the person or company in control of the land on which the forestry work takes place the Vendor shall implement the Landowner Duties set out in the HSA's Code of Practice for Managing Safety and Health in Forestry Operations.

12.2 In particular the Vendor shall provide a list of those hazards on and around the Work Site which could give rise to safety and health risks and these shall be included by the Vendor in the Second Schedule in a Site Hazard Map where appropriate. Any hazards affecting Specified Access Routes should also be identified in the Site Hazard Map.

12.3 Where the Purchaser commissions work on a forestry site the Purchaser shall implement the Forestry Work Manager Duties set out in the HSA Code of Practice for Managing Safety and Health in Forestry Operations. The Purchaser is also responsible for assessing, in writing, any and all risks identified by the Vendor in the Site Hazard Map and/or arising on the Specified Access Routes and must satisfy himself with the load carrying capacity of all routes including any bridges and culverts on or relevant to the Work Site(s).

12.4 The Purchaser shall at all times comply with all Employment and Health and Safety Legislation and additionally the following: -

Chainsaw operators working on the Vendor's Land must be in possession of a valid Certificate of Competence issued by an approved awarding body and appropriate to the tasks being undertaken.

Harvesting, extraction and processor machine operators or other equivalent or related operators (including Cable extraction) working on the Vendors Land must possess a valid certificate confirming competence issued by an approved awarding body.

12.5 When and where necessary the Purchaser shall ensure that all necessary measures are taken to alert the public to dangerous works being undertaken in the area of the Work Site(s) so as to prevent the public from being exposed to danger emanating from any forestry or related operations. The Purchaser shall provide all necessary safety signage in the area of the Work Site(s), and ensure that all required safety signage is displayed properly and that at all times the safety signs are unobstructed and clearly visible. The Purchaser shall implement particular safety precautions when felling adjacent to or near all public roads and Rights of Way including managing traffic where necessary.

## **13. Environment**

13.1 All Environmental and Forestry legislation, regulations, guidelines, including all Forest Service or related guidelines and Felling Licence terms and conditions affecting the conduct of the Purchaser's business must be adhered to so as to ensure that no

harm to any person, property, animal or the environment may result from the Purchaser's acts or omissions in relation to this Agreement or from the acts or omissions of his employees, agents, contractors, sub-contractors, and the employees of any of them.

#### **14. Assignments**

14.1 The Purchaser shall not assign the Purchaser's rights or liabilities relating to this Agreement without the prior written consent of the Vendor.

14.2 The Vendor reserves the right upon giving twenty four hours notice, except for in emergencies where its entitlement will have immediate effect, to object to the use by the Purchaser of any contractors or sub-contractors which the Vendor deems unsuitable to carry out the obligations in this Agreement. Having received such notice, the Purchaser shall ensure that such contractors or sub-contractors shall cease any activities and vacate the Work Site(s) and the Vendor's lands.

#### **15. Notices**

15.1 Any act or thing or notice which the Vendor is required or entitled under this Agreement to do or serve may be well and sufficiently done by the Vendor's agent and the Vendor shall have power to retrospectively ratify any such act or thing or notice served by such agent.

15.2 Any notice required to be given by either party under the terms of this Agreement will (unless as otherwise provided) be given by delivery of ordinary post, facsimile (confirmed by ordinary post) or email addressed to the party to whom it is intended at its last known place of business/residence/registered office/notified email address.

15.3 Every notice shall be deemed to have been received and given at the time of delivery and if sent by ordinary post when in the ordinary course of transmission it should have been delivered to the address to which it was sent or within 72 hours after the date of dispatch.

#### **16. Force Majeure**

16.1 If the performance or observance of either party hereto of any of its obligations under this Agreement is prevented or hindered or any failure on the part of either party to perform or observe its obligations is caused by reason of Force Majeure then such a failure shall not constitute a breach of this Agreement.

16.2 Written notice shall be given by the affected party within three working days of the event or circumstance given rise to Force Majeure. In such case and subject to 16.3 below, the liability of the party giving notice shall be suspended by reason of Force Majeure until circumstances allow for the provisions of this Agreement to be resumed. In this case the Completion & Removal Date will be extended by the length of time of such a suspension.

16.3 Where a party hereto is unable to meet its obligations under this Agreement by reason of Force Majeure for a period in excess of 20 working days then the other party shall be entitled to terminate this agreement.

## **17. Arbitration**

17.1 Any question, difference or dispute which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the parties, shall be settled by way of negotiations between both parties within 3 working days.

17.2 Failing the above, in the event of any dispute or difference arising between the parties hereto as to the construction of this Agreement or as to their respective rights duties or obligations thereunder or as to any other matters in any way arising out of or connected with the subject matter thereof the same shall be referred to a single arbitrator. The arbitrator shall be appointed by agreement between the parties. In default of agreement within seven days of one party calling on the other party to agree as aforesaid, either party may refer the appointment to the President for the time being of the Chartered Institute of Arbitrators (Irish Branch) to make an appointment or the duly appointed deputy of the said President or any person authorised by the said President to make appointments on his behalf and such appointment shall be final. The arbitration shall be conducted in accordance with the Arbitration Act, 2010 and any statutory modification or re-enactment thereof and the decision of the arbitrator shall be final and binding in relation to matters of fact and the costs of the arbitration shall be within the arbitrator's award.

## **18. Miscellaneous**

18.1 Any disputes between the parties in relation to simple contract debt will not be referred to an arbitrator but will be referred to the relevant Court.

18.2 Aside from where it is otherwise stated in this Agreement, all parties must provide payment for their own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

18.3 Where the context so admits or requires, in this Agreement and the Schedules hereto, words relating to the masculine gender only shall include feminine, neuter and common genders and words referencing the singular number only shall include the plural number and vice versa, and where the Purchaser comprises more than one person the covenants, conditions and agreements on the part of the Purchaser shall be deemed to be joint and several.

18.4 The provisions of the attached Schedules hereto shall form part of this Agreement. Where there is a conflict, the provisions of the Schedules shall prevail.



**Template Master Tree Sales Agreement and Schedules**  
**Produced by the Irish Timber Growers Association**  
**Version 1.1 dated 01/04/2014**

THIS AGREEMENT is made on the ..... day of .....Year.....

BETWEEN

**Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

e-mail address:\_\_\_\_\_

(Hereinafter called "the Vendor") of the one part and

**Name:** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

e-mail address:\_\_\_\_\_

(Hereinafter called "the Purchaser") of the other part

**WHEREBY IT IS AGREED and DECLARED as follows:**

This agreement will be subject to the Template Master Tree Sales Agreement Terms and Conditions Version\_\_\_ dated \_\_\_/\_\_\_/\_\_\_ as attached and the Schedules as detailed herein.

## **First Schedule - Description:**

**THE SALE TREES:** The Sale Trees as shown on site and as detailed and described in the sale details dated \_\_\_/\_\_\_/\_\_\_ within the boundaries of the Sale Map(s) as shown outlined in red on the attached map (Appendix A).

The following products derived from the Sale Trees are excluded from this Agreement and will remain the property of the vendor: .....

**Thinning/Harvesting specifications:** .....  
.....  
.....

*[e.g. Thinning by removing every 7<sup>th</sup> line of conifers with selection of poorer stems between lines. Thin to marginal thinning intensity.]*

**Special Conditions:** .....  
.....  
.....  
.....

**Felling Licence Reference:** \_\_\_\_\_ **Expiry Date of Licence:** \_\_\_ / \_\_\_ / \_\_\_

**Attach** copy of current Felling Licence for Sale Trees.

For the purposes of this Agreement the Work Site is defined as in the Second Schedule below and not by the Felling Licence map.

## **Second Schedule – Location and Site maps:**

**THE VENDOR'S LAND AND WORK SITE(S):** The lands containing the Sale Trees described in the first schedule above at (Address):

.....  
.....  
within the boundaries as shown outlined in red on the attached Sale Map(s).

**To include:** A list of site hazards and sensitive areas and/or a Site Hazard and sensitivities Map(s) where appropriate.

- Includes identifying the location of hazards and sensitive areas such as: Overhead power lines, underground services, areas of steep or particularly hazardous terrain (e.g. cliff edges, etc), areas of windblown or dead trees, mine shafts, etc. Also to include environmentally or other sensitive areas identified in the Felling Licence conditions together with any exclusion zones/areas, etc. Also identifying areas of increased risk, such as routes or areas of public access, including licensed access agreements for shooting, hunting, etc. Include a copy of the Fire Plan.

## **Third Schedule – Price and payments**

### **The Purchase Price**

#### **Standing Roundwood PURCHASE PRICE**

**Euro €..... + VAT @.....% per tonne (€..... per tonne)** for all Roundwood up to 7cm top diameter.

#### **Standing Lop and top Biomass PURCHASE PRICE**

**Euro €.....+ VAT @.....% per tonne (€..... per tonne)** for all harvestable Lop and top – includes Roundwood below 7cm top diameter.  
(**Excluding** Lop and top and brash required for brash mats)

**DEPOSIT (15% of the total estimated value of the sale to be paid on signing this Agreement and subject to the terms and conditions of this Agreement)**

**Euro € .....+ VAT @ .....% [€.....]**

### **MANNER OF PAYMENT**

#### **Standing Roundwood**

The Purchaser agrees to pay for all standing Roundwood in ..... pre-paid instalments of **€..... + VAT @....% [ € ]** each. Each instalment being payment for the felling of ..... tonnes of Roundwood at the above price(s) per tonne.

The first instalment of **€ .....+ VAT @ ....% [ € ]** will fall due immediately prior to commencing harvesting and will be deemed to be payment for the felling of ..... tonnes of Roundwood subject to the terms and conditions of this Agreement. On the completion of felling of this ..... tonnes of Roundwood a further instalment of **€ .....+ VAT @ ....% [ €..... ]** will fall due.

#### **Standing Lop and top Biomass**

The Purchaser agrees to pay for all Lop and top Biomass in ..... pre-paid instalments of **€..... + VAT @.... % [ € ]** each. Each instalment being payment for the removal of ..... tonnes of Lop and top Biomass at the above price(s) per tonne.

The first instalment of **€ .....+ VAT @ .....% [ € ]** will fall due immediately prior to commencing harvesting and will be deemed to be payment for the removal of ..... tonnes of Lop and top Biomass subject to the terms and conditions of this

Agreement. On completion of the removal of this ..... tonnes of Lop and top Biomass a further instalment of € .....+ VAT@ ...% [ €..... ] will fall due.

On satisfactory completion of the sale according to this sale Agreement, a balancing payment for any amount outstanding from one party to the other, based on the total paid to the Vendor and the total sale weight at the above price(s) per tonne, will fall due from one party to the other within 7 days of the removal of all Sale Trees from the site.

**Fourth Schedule – Commencement and Duration**

COMMENCEMENT DATE    \_\_\_ / \_\_\_ / \_\_\_

COMPLETION & REMOVAL DATE    \_\_\_ / \_\_\_ / \_\_\_

**Fifth Schedule – Vendors/Purchasers representatives**

**Vendors Agent** - Name, address and contact details;

.....NAME (IN CAPITALS)  
.....ADDRESS  
.....  
..... Telephone number ..... Email address

**Vendors Forest Manager** - Name, address and contact details;

.....NAME (IN CAPITALS)  
.....ADDRESS  
.....  
..... Telephone number ..... Email address

**Forestry Work Manager – Appointed by Purchaser -**

Name, address and contact details;

.....NAME (IN CAPITALS)

.....ADDRESS

.....

..... Telephone number ..... Email address

**Sixth Schedule – Signing of Agreement**

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein WRITTEN:

SIGNED BY OR ON BEHALF  
OF THE VENDOR

SIGNED BY OR ON BEHALF  
OF THE PURCHASER

.....SIGNATURE

..... SIGNATURE

.....  
NAME (IN CAPITALS)

.....  
NAME (IN CAPITALS)

.....ADDRESS

..... ADDRESS

.....

.....

.....

.....

IN THE PRESENCE OF

IN THE PRESENCE OF

.....SIGNATURE OF WITNESS ..... SIGNATURE OF WITNESS

.....NAME (IN CAPITALS) .....NAME (IN CAPITALS)

.....ADDRESS ..... ADDRESS

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