

## Woodland Grant Scheme & Forest Plans

# Agreement to Transfer Obligations

WGS

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### Introduction

If you decide to sell any part of your property which has a Woodland Grant Scheme (WGS) or Forest Plans (FP) contract on it, the sale will terminate the authority we gave you to carry out work under this contract. Completing this form will allow you to transfer your obligations under the contract, including grant repayment, to the new owner, provided he agrees to sign.

If you are also receiving payments under the Farm Woodland Premium Scheme then you must let the Agriculture Departments have details of the change within three months of the sale.

We can send the new owner a Successor's Application form (FWPS 8) so that their eligibility for that scheme can be assessed.

### Guidance for the seller

#### Do I need to complete an Agreement if I sell an area under a WGS or FP contract?

No. Completing the Agreement is voluntary between both you and the purchaser of your property. If an Agreement is not signed then you will remain liable for the repayment of any instalment of grant you have received until the date that your contract would have expired.

#### When should I complete the Agreement?

You should do this at the same time as the sale or lease of the land. If this has not been possible you can still get an Agreement signed but it will be deemed to have been in force from the date that the sale or lease took place. The Agreement will remain valid until the contract is terminated.

#### Do I need to attach a map?

If you are selling all of the area in the WGS or FP contract then the Agreement will simply refer to the map attached to your contract. If you are selling part of the area then you must attach a map to the Agreement to show which area is being sold.

When you complete the form you can indicate in the "Whereas" section whether you are attaching a map. If you have sold part of the area in the contract delete the words "shown in the contract". If you have sold all the area in the contract delete the words "and shown on the map attached .....etc".

#### Do I need to complete an Agreement every time I sell a piece of ground?

Yes. If you sell any piece of land with a WGS or FP on it to different owners and wish to transfer your obligations to the new owners, you will need separate Agreements signed by you and each new owner. If you are selling individual areas to one owner then you will only need one Agreement.

#### Do I need to complete separate Agreements if I am selling a property with several WGS or FP contracts?

If you are selling the property as a whole to one owner then you will only need to complete one Agreement. The Agreement will refer to all the WGS and FP contracts on your property. If you are selling the property to several owners then you will need separate Agreements with them.

#### What is the normal liability for repayment of grants?

It is one of the conditions of the WGS and FP contracts that if the work is not carried out to our reasonable satisfaction then we may terminate the contract and ask you to repay any grants you have received under this contract with interest. This obligation lasts until the date when your contract would have expired, (see Condition 14 of your contract). You are still liable to repay grants up to this date even although you have sold the property.

#### What if a new owner decides to enter the WGS or FP and continue to carry out the work in my contract and there is no signed Agreement between us?

The new owner will only be liable for instalments of grant paid to him. If the work is not carried out to our reasonable satisfaction then in addition to requesting repayment of grant from the new owner, we will ask for repayment of grants paid to the previous owner. Grants are repayable with interest.



## **Guidance for the purchaser**

### **Do I need to have a WGS or FP contract?**

No, but if you sign the Agreement you will be required to observe the Terms and Conditions of the contract until the date when it would have expired. If you do not enter a WGS or FP contract, we cannot pay you any remaining instalments of grant.

### **If I sign a WGS or FP contract, how long will it last?**

The expiry date of the contract will be based on the original expiry date.

### **Do I need to sign an Agreement before I enter a WGS or FP contract?**

No. The Agreement is voluntary between you and the seller.

### **What happens if I sell the property?**

If you do not obtain a signed Agreement then you will remain liable for any grants you have received until the date when the contract would have expired. You can transfer the obligations of the WGS or FP contract, provided that a new Agreement is signed with the new owners.

### **Do I have to allow access to the seller for maintenance if I decide not to accept the obligations or enter the WGS or FP?**

No.

If you have any further questions about the Agreement, the Woodland Grant Scheme or Forest Plans then please contact your local Forestry Commission office or Grants and Licences Division, Forestry Commission, 231 Corstorphine Road, Edinburgh, EH12 7AT. Tel: 0131 334 0303 • Fax: 0131 314 6148

# Woodland Grant Scheme & Forest Plans Agreement to Transfer Obligations

**This Agreement is dated** \_\_\_\_\_ **\* and is made between the following parties**

(\* to be completed by the Forestry Commission)

WGS  Forest Plans  *Please tick appropriate box*

## 1 The party or parties (the “First Party”) to the Woodland Grant Scheme or Forest Plan contract (“the Contract”)

Reference: \_\_\_\_\_ Approved on: \_\_\_\_\_

Surname: \_\_\_\_\_ Initials: \_\_\_\_\_ Title (Mr, Mrs, Ms): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_

*Additional space overleaf for details of joint owners*

the “First Party”; and

## 2 The party or parties (the “Second Party”) purchasing or leasing (\*part of) the Lands, namely

Surname: \_\_\_\_\_ Initials: \_\_\_\_\_ Title (Mr, Mrs, Ms): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_

*Additional space overleaf for details of joint owners*

*\*delete as appropriate*

the “Second Party”; and

## 3 The Forestry Commissioners (the “Commissioners”) of 231 Corstorphine Road, Edinburgh EH12 7AT



**Sections 4 and 5 need only be completed if there is more than one party to the current contract or more than one purchaser or lessee of the property.**

#### **4 Owner's details**

Surname: \_\_\_\_\_ Initials: \_\_\_\_\_ Title (Mr, Mrs, Ms): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_

#### **5 Other purchasers' or lessees' details**

Surname: \_\_\_\_\_ Initials: \_\_\_\_\_ Title (Mr, Mrs, Ms): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Postcode: \_\_\_\_\_

#### **6 Whereas:**

This Agreement is supplemental to the contract.

This Agreement relates to the area of land (shown in the contract), edged in .....(colour, e.g. red, blue) (and shown on the map signed and dated by the parties and attached to this agreement) ("the Lands").

#### **7 Now it is hereby agreed as follows:**

1. In consideration of the Commissioners releasing and discharging the First Party from the Terms and Conditions of the contract, which release and discharge is hereby effected, the Second Party agrees to do the work and observe and perform the Terms and Conditions of the contract as if he/she were the original contracting party to the contract in the place of the First Party.
2. The Second Party undertakes to repay grant with interest to the Commissioners in the circumstances set out in the Terms and Conditions of the Woodland Grant Scheme or the Forest Plans contract.
3. This Agreement shall be deemed to commence on the date of the purchase by or lease to the Second Party of the Lands.
4. The First Party hereby assigns to the Second Party any remaining instalments of grant.

#### **8 Signatures of parties to the Agreement**

First Party: \_\_\_\_\_ Date: \_\_\_\_\_  
Second Party: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorised Signatory for the Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_