

CAIRNGORMS LOCAL OUTDOOR ACCESS FORUM

Title: Grass-sledging activities in Glenmore Forest Park

Prepared by: David Jardine, Forest District Manager, Inverness Forest District,
and Richard Wallace, Development & Technical Support Advisor,
Highland Conservancy, Forestry Commission Scotland

Purpose

To alert Forum members to management issues relating to a commercial outdoor access activity and to seek advice on the way forward

Synopsis

Conflict between recreational providers over grass-sledging activities in Glenmore Forest Park is taking up undue amounts of Forestry Commission Scotland time and is raising questions over the operation of the Land Reform Act and the Scottish Outdoor Access Code (the Code)

Background

1. The Hayfield at Glenmore Forest Park is a 2.8ha area of open grassland adjacent to the ski-road situated between the Allt Mor and the snow gates (see below). The land is part of the National Forest Estate and is managed by Forestry Commission Scotland (FCS). The area has been used for recreation for many years. It has an adjoining FCS car-park and there is an additional road-side car-parking lane built to accommodate cars when the snow gates are shut. The site comprises an area of flat ground and also an open gentle slope. The grass is maintained through regular cutting by FCS.



2. The site is used for helping to stage events in the Forest Park throughout the year e.g. the Husky rally, John Roy Stuart festival. When there is sufficient snow the slope also provides a useful nursery ski-slope and is also popular for sledging. These uses have declined in recent years through infrequent snow cover, and activity at the site has declined since the peak when a small winch-driven ski tow was provided by FCS. There are no specific conservation interests on the Hayfield itself, but it lies within the highly designated area of Caledonian Pinewood at the Forest Park.
3. Glenmore Shop was formerly owned by FCS and leased to Operator A, but in the late 1990s the decision was taken to sell the shop to the lessee along with some adjoining land. The shop originally was built to serve the adjoining campsite, but diversified into the hiring of ski equipment in winter and hire of bicycles in the summer. Some of this diversification was based on demand, although the development of a super-market in Aviemore detrimentally influenced the level of trade from the campsite for groceries. Other products the business sells or has hired include snow sledges and land-boards (cross-country skateboards).

Development of Grass-sledging at Glenmore

4. In spring 2005 an independent operator (Operator B) from Aviemore, approached FCS about the possibility of hiring out grass-sledges at the Hayfield at Glenmore. FCS believed that this was a potentially useful recreation development that would survive if there was a market, or it would disappear if there was insufficient demand. A permission (with a charge) to hire sledges at the Hayfield was issued to Operator B for the period up to the end of October 2005. Shortly after this innovation Operator A started to hire out grass sledges for use by the public from his business premises at Glenmore. Those hiring sledges from the shop were directed to use them on the Hayfield.
5. There is no hire of grass sledges at the Hayfield by Operator B when there are other events using the site e.g. during FCS led ranger events.
6. Grass-sledging is a non-motorised activity that falls within access rights and is therefore subject to the provisions of the Scottish Outdoor Access Code (the Code)

Problems which have arisen and some of the solutions

7. Summer – autumn 2005

- 7.1 In 2005 a number of problems surfaced over the development of this new activity. The first was the perceived interference of the hire business situated at the Hayfield on the ability of others who wished to exercise their responsible right of access to use grass sledges (hired elsewhere). The second was damage to the grass on the Hayfield by grass sledges. On one occasion friction between the users of sledges and those who provide them for hire led to the involvement of the police.
- 7.2 Following discussion between the two parties, it was agreed that if part of the Hayfield was marked off and used by Operator B, then the sledges hired from Operator A could be used on the other part of the slope. This proved a reasonably workable solution.

8. Winter 2005-06

- 8.1 During the winter FCS roped off the slopes at the Hayfield to discourage use by grass sledges to protect the grass. This did not completely prevent use and the site sustained damage from which it has not yet fully recovered. Complaints were made to FCS by Operator A about the unavailability of the ground for grass sledging. The ropes were removed on the few occasions there was snow to allow snow sledging (Operator A also

hires snow sledges). However some use of the slopes was made when the ground was frozen resulting in damage to the grass.

9. Summer 2006

9.1 To try to resolve some of the competitive issues that arose in 2005, in February 2006 FCS advertised for expressions of interest in running a grass sledging operation that summer and then offered the opportunity through an open tender. Both Operator A and Operator B submitted high quality offers which included information on health and safety, maintenance of equipment, insurance, Disclosure Scotland (as working mainly with children) etc. In May 2006 Operator B was awarded the permission to use part of the Hayfield leaving the remainder of the area available for external hire use. This agreement ran between May and October 2006. This led to accusations by Operator A that FCS was restricting his business, although only a small area was to be coned off and there was other land available for grass-sledging.

9.2 At this time FCS met and discussed the issues involved with the CNPA Access Officers. It was agreed that the most effective solution would be one that enabled both businesses operate provided there was no interference. Contact was to be made between FCS and Operator A to discuss a compromise solution (the coned off area for operator B and this rest of the slope available for use by sledges hired from Operator A).

9.3 At the end of the 2006 season, Operator B re-turfed the areas of damaged grass within his hire area as per his agreement (see below). On the whole the 2006 season went by with relatively little friction apart for some arguments over the siting of signage relating to the hire of grass sledges.



10. Winter 2006-07

10.1 During winter 2006/07 FCS roped off some of the area to try to protect the grass condition and this once again drew criticism from Operator A, particularly as Easter approached and the possibility for hire increased. Some individual users of sledges ignored the signs provided by FCS designed to protect the area and used it when it was coned off.

11. Summer 2007

11.1 In 2007 FCS agreed to provide Operator B with a further permission by negotiation, given the smooth running of the operation in 2006. This has led to further complain from Operator A, who has reported suffering reduced income from hires of grass sledges from the shop. He has requested the ability to hire grass sledges from the public road-side adjacent to the Hayfield. Questions have been raised whether planning permission is required for a change of use at the Hayfield for the coned off area used by Operator B. There is also evidence of a discounting 'war' on the hire price between the operators.

11.2 There are a number of other relevant and related questions on which FCS is seeking advice, which primarily relate to planning permission. They are part of the broader picture of this issue, but are **NOT** ones on which a view from the Forum is sought.

- a) Is planning permission for change of use required for a temporary/seasonal hire-business situated at the Hayfield?
- b) What sort of planning consent is required to hire out equipment used under SOAC for use on land belonging to a third party?
- c) If there is no vehicular access to the Hayfield, is permission from the land-owner required to hire sledges from the public road verge?

Advice sought from the Forum

Based on the following questions, what advice does the Access Forum offer to FCS to help resolve this issue?

- Q1. What obligations do landowners have to retain/provide access areas for specialist activities for those who hire out equipment?
- Q2. What is the definition of 'responsible' access for those with sledges? (With particular reference to damage, interaction with others in the countryside and use of areas of mown grass). What are the avenues open to land managers to ensure that hire providers encourage responsible access behaviour?
- Q3. What mechanisms exist within SOAC for land-managers to resolve issues between competing businesses associated with access?
- Q4. How might a 'responsible' test for hire businesses be developed?

David Jardine & Richard Wallace
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David.Jardine@forestry.gsi.gov.uk

Richard.Wallace@forestry.gsi.gov.uk