

Longleat Collective

Meeting Minutes and Action List

Prepared by Andrew Denham

1. Meeting Info

Meeting: First meeting with the Longleat estate
Date: 02/03/08
Time: 14:30
Location: Longleat, Estate office
Attendees: Andrew Denham, Paul Grugeon (Deputy Land Agent for the Longleat Estate).

Meeting Chaired by: Andrew Denham

2. Meeting Agenda

- a. Introduction
- b. Learning about the Longleat estates concerns
- c. Outlining the Collectives proposal
- d. Feedback from the Longleat estate
- e. Detailed discussion
- f. Arrange next meeting
- g. Any further business

3. Minutes

3.1. Introduction

Andrew and Paul introduced themselves. Andrew thanked Paul for agreeing to meet and outlined his agenda which Paul agreed to follow. Andrew gave Paul a copy of the 080228 meeting minutes for reference.

3.2. Learning about the Longleat estates concerns

Paul explained that the estate had two main concerns regarding the riding spot at Kings Bottom;

- a. It's management
- b. The liability of the Longleat estate in the event of an accident

Paul made it very clear that the estate is aware of the fact that preventing such activity outright can be very hard. By allowing a club (or similar) to operate the area the estate would be able to transfer any associated risk, guarantee active management of the site (by working this into the

conditions of any lease or licence contract) and secure some income from the activities.

Andrew expressed the willingness of the collective to take on the role of land operator.

Andrew reiterated the fact that he and the other collective members had immediately ceased activity at the Kings Bottom site and had taken measures to prevent others from turning up by posting on websites. www.bristolfreeride.com had also been contacted and asked to remove all mention of the site including any videos.

3.3. Outlining the collectives proposal including detailed discussion and feedback.

Andrew explained that the collective is anticipated to comprise of 30 local frequent members + approximately 10 non local infrequent members in it's first year. Paul was satisfied with this having initially assumed a membership of 100.

Andrew explained that the collective would affiliate with the British Cycling Federation (BC) to satisfy the Longleat estates requirement to be associated with an appropriate recognised federation and also to cover itself in terms of third part liability insurance. Andrew showed Paul the BC third party liability insurance document and section 3.5 of 080228 meeting minutes in which the many accident scenarios were discussed. Andrew explained how the club would be able, through this insurance, to cover for the eventuality that an uninvited non member injured themselves. Paul was pleased with this but expressed the importance of making sure that appropriate insurance was taken out.

Andrew explained that the collective would happily provide car stickers for its members so that the Longleat estate could keep track of the members parking activities. Paul was happy with this but made it very clear that the Longleat estate would not tolerate ANY parking on the lower road and that this would indeed be written into any contract that was formed. Paul also made it clear that if it were possible for the estate to provide a designated parking area they would (to keep things tidy) however this is not possible at this time. It will be the responsibility of the collective to ensure that it's members park accordingly at all times.

Andrew explained his idea to contact the people of Whitbourne Springs and Longhedge but Paul suggested that although a nice idea the collective should not because it would increase the chance of people filing complaints.

Andrew took Paul through the list of requirements that the collective had made:

- a) A specific area to operate within. Preferably to include the area already developed and that surrounding it from fence enclosure

(west) to fire road (east) and from just above fire road (south) to fire road (north).

This was OK'd by Paul in theory.

b) A long term commitment with a rolling contract that incorporates clear notice periods for either party.

This will depend upon the type of contract in part, however will also be set as a single year initially for purposes of review. If successful the Longleat estate will look at lengthening this.

c) Periodic review of the clubs operation to ensure that the club operates in a manner deemed satisfactory by the estate.

Paul agreed.

d) A designated contact at the estate.

This will be Paul himself and on occasion the head forester on matter specific to forest operations.

e) Co-operation from the estate in the way of a statement of backing on club signs.

Paul agreed to this stating that they will stipulate the type, number and location of signs also.

f) Co-operation from the estate by providing health and safety and conservation guidance.

Paul said that this was possible with regards to conservation but not health and safety.

g) Clarification of club parking facilities

Covered above.

h) Practical notice of forest activities in the area.

This will be possible however the Longleat estate will reserve the right to operate at any time without any notice. Paul explained that felling would likely happen before the project would begin and hence would mean that the area would require a lot of work from the start. Paul said that this would then not happen again for between 5 and 10 years.

i) An alternative venue in the event of such activity.

Possible but unlikely to be necessary.

3.4. Land rental costs

Paul explained that land lease costs are likely to be around £1000 per annum, this is predominantly due to legal costs incurred by the estate in validating the contract to be water tight from their perspective. However they are willing to license the land to the collective for ~ £500, this is simpler to set up but not as secure from the collective's perspective allowing the estate to terminate the contract with far shorter notice (if at all).

Paul made it clear that at the very least they would expect to cover all their costs associated with this project and where possible make a profit. It must be remembered however that this is exactly how they make money - through getting people to pay to use land / attractions.

Andrew explained that £1000 was roughly double what the collective had anticipated and so hoped that a lower number could be agreed upon. Paul said that this lower number could be entertained and thus he was happy to attempt to do so.

Paul did say that if the membership was to rise above a threshold (tbc) that the estate would ask for an additional rental cost either as a lump or per member.

3.5. Good will

Andrew explained that the collective was very keen to show its good will and hence would offer its services for reparations of the damaged deer enclosure adjacent to Kings Bottom. Paul applauded the gesture adding that he would bear the offer in mind.

Paul concluded by stating that based on what he had seen to date and on the basis of what had been discussed that he was happy to attempt to set up this relationship and progress towards our mutual goal. Further details were discussed however this was in lieu of the contracts being formed and hence were only to give an idea of the estate's stance. It is fair to say however that the estate will do what it can to be fair and practical so long as this does not contradict its own interests.

3.6. Next meeting

The next meeting will be arranged once the club has been formed and Paul has looked into lease and licence costs in more detail.

3.7. Any further business

Andrew outlined the permanent XC trail proposal, however Paul explained that due to the many existing interconnecting trails, many

access points and number of existing users the estate does not see this as being a possibility at this time. Paul did say, however, that this could be entertained on an event basis. Paul also said that he would gladly welcome the club to make a formal proposal, but could not guarantee it would amount to anything.

4. Actions

Andrew Denham

- Write up and distribute meeting minutes
- Set-up a club and affiliate with the BC ASAP to allow the project to progress
- Ensure that proof of insurance cover and affiliation is sent to Paul ASAP
- Enquire about directors and officers insurance costs

Paul Grugeon

- Establish the costs of producing a lease and licence contract
- Give the order to begin felling the Kings Bottom area